

COPY



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

Regular Meeting--Wednesday, August 2, 1995

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Steele, Coleman, Medrano, Mell, Banks.

Call To Order.

On Wednesday, August 2, 1995 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Streeter, Murphy, Rugai, Munoz, Zalewski, Chandler, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Stone -- 38.

Quorum present.

Invocation.

Father Peter Paurazas of Saint Rene Goupil Church opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Referred --* APPOINTMENT OF VARIOUS INDIVIDUALS
AS MEMBERS OF AFFIRMATIVE ACTION
ADVISORY BOARD.**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Affirmative Action Advisory Board for terms expiring October 31, 1996:

Theresa Kern, succeeding Phyllis Apelbaum, whose term has expired;
Victoria B. Leonard, succeeding Ralph Moore, who has resigned; and
Perry A. Nakachi, succeeding Linval Chung, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. MARK J. FARY
AS MEMBER OF CHICAGO
CABLE COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Mark J. Fary as a member of the Chicago Cable Commission for a term expiring March 12, 2000, to succeed Randy J. Barnette, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. CARLOS PONCE AS
COMMISSIONER OF DEPARTMENT OF
GENERAL SERVICES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Carlos Ponce as the Commissioner of General Services.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. ELIZABETH L. HOLLANDER
AS MEMBER OF LOW INCOME HOUSING
TRUST FUND BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Elizabeth L. Hollander as a member of the Low Income Housing Trust Fund Board for a term expiring December 31, 1996, to succeed Pamela J. Hallett, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. AURIE A. PENNICK
AS MEMBER OF LOW INCOME HOUSING
TRUST FUND BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Aurie A. Pennick as a member of the Low Income Housing Trust Fund Board for a term expiring December 31, 1996, to succeed Denice M. Irwin, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. DEMETRI KONSTANTELOS
AS MEMBER OF ZONING BOARD OF APPEALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Demetri Konstantelos as a member of the Zoning Board of Appeals for a term expiring July 1, 2000, to succeed Anthony J. Fornelli, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. LEROY K. MARTIN AS
MEMBER OF ZONING BOARD OF APPEALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Leroy K. Martin as a member of the Zoning Board of Appeals for a term expiring July 1, 2000.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH GEORGE L. JEWELL CATERING SERVICES FOR
OPERATION OF CONCESSION WITHIN
HAROLD WASHINGTON LIBRARY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Chicago Public Library, I transmit herewith an ordinance authorizing execution of an agreement between the City and George L. Jewell Catering Services regarding operation of a concession in the Harold Washington Library.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH COUNTY OF COOK FOR RELOCATION OF
WATER MAIN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance authorizing an agreement between the City and Cook County authorizing the relocation of a water main.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EVIDENCE OF INTENT FOR ISSUANCE OF
INDUSTRIAL DEVELOPMENT BONDS FOR
MORSE AUTOMOTIVE CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance evidencing the intent of the City of Chicago to issue Industrial Development Bonds in an amount not to exceed \$7,500,000 for Morse Automotive Corporation, pursuant to a future agreement approved by the City Council.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CHICAGO
MIDWAY AIRPORT SPECIAL FACILITY REVENUE
BONDS FOR AMERICAN TRANS AIR,
INC. PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance authorizing the issuance of Chicago Midway Airport Special Facility Revenue Bonds (American Trans Air, Inc. Project), in an amount not to exceed \$6,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPANSION OF BOUNDARIES
OF ENTERPRISE ZONE NUMBER 6 TO INCLUDE
LAKESIDE METALS, INC. AT 7505 SOUTH
LAFLIN STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing

expansion of the boundaries of Enterprise Zone No. 6 to include Lakeside Metals, Inc., located at 7505 South Laflin Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF DISPOSITION PARCEL
LR-71 WITHIN NEAR WEST SIDE CONSERVATION AREA
AT 900 -- 904 SOUTH CARPENTER STREET TO
MR. MARIO DI PAOLO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of Disposition Parcel LR-71 in the Near West Side Conservation Area, located at 900 -- 904 South Carpenter Street, to Mario Di Paolo.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF DISPOSITION PARCEL
R-51 WITHIN NORTH KENWOOD-OAKLAND CONSERVATION
AREA AT 4367 SOUTH OAKENWALD AVENUE TO
MS. MARY YOUNG.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of Disposition Parcel R-51 in the North Kenwood-Oakland Conservation Area, located at 4367 South Oakenwald Avenue, to Mary Young.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- REAPPOINTMENT OF DR. DORVAL R. CARTER
AS MEMBER OF MEDICAL CENTER COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 2, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Dr. Dorval R. Carter as a member of the Medical Center Commission for a term expiring June 30, 2000.

This communication is submitted for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- PRELIMINARY BUDGET ESTIMATES
REPORT FOR YEAR 1996.

A communication from Ms. Diane Aigotti, acting Budget Director, Office of Budget and Management (received in the Office of the City Clerk on August 1, 1995) together with the Preliminary Budget Estimates Report for the City of Chicago for the year 1996, which was *Placed on File*.

Placed On File-- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED MARCH 31, 1995.

A communication from Mr. Walter K. Knorr, City Comptroller, transmitting the following documents, which were *Placed on File*:

City of Chicago -- Corporate Purposes Fund Cash Report.

City of Chicago -- Statement of Funded Debt.

City of Chicago Corporate Fund -- Statement of Floating Debt.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on July 13, 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 August 2, 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 July 13, 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 communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

Central States Joint Board, International Union of Allied Novelty and Production Workers, AFL/CIO, in care of Mr. William F. Dart -- to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 1-H bounded by:

the alley next north of and parallel to West Erie Street; a line 168 feet east of North Damen Avenue; West Erie Street; and North Damen Avenue.

Columbia National Bank of Chicago, as Trustee, under Trust Agent Number 4869, in care of Marc Schwartz, Laser, Pokorny, Schwartz, Friedman & Economos, P.C. -- to classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 15-H bounded by:

West Thorndale Avenue; the alley next east of and parallel to North Ravenswood Avenue; a line 325.59 feet south of West Thorndale Avenue; and North Ravenswood Avenue.

Mr. Mark J. DeFilippis and Mr. Dominic Nicorata, in care of Mr. Mark J. Kupiec -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 12-L bounded by:

a line 300 feet south of and parallel to the south line of West 52nd Street; South Lorel Avenue; the public alley next north of and parallel to South Archer Avenue; and the public alley next west of and parallel to South Lorel Avenue.

FNBW-Chicago -- to classify as a B5-1 General Service District instead of an R2 Single-Family Residence District the area shown on Map No. 15-O bounded by:

West Devon Avenue; a line perpendicular to West Devon Avenue and 167.51 feet east of North Canfield Avenue, as measured along the south line of West Devon Avenue; a line 125.11 feet south of West Devon Avenue; and North Canfield Avenue.

Heritage Pullman Bank & Trust Co., under Trust Number 71-82090, in care of Mr. John Ambrose -- to classify as a C2-1 General Commercial District instead of an R4 General Residence District the area shown on Map No. 18-I bounded by :

the alley next northwest of and parallel to West Columbus Avenue; the alley next south of and parallel to West 74th Street; South Artesian Avenue; West Columbus Avenue; and South Campbell Avenue.

Mr. Paul M. Kimco -- to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 16-H bounded by:

a line 441.00 feet north of and parallel to West 69th Street; South Western Avenue; a line 366.00 feet north of and parallel to West 69th Street; and the public alley next east of and parallel to South Western Avenue.

Mr. Guido Roman -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District and a B2-1 Restricted Retail District the area shown on Map No. 11-H bounded by:

the public alley next north of and parallel to West Montrose Avenue; a line 221 feet east of and parallel to North Paulina Street; West Montrose Avenue; and a line 43 feet east of and parallel to North Paulina Street.

South Chicago Bank, as Trustee, under Trust Number 11-1447 and South Shore Kosher Rest Home, Inc. -- to classify as an Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 18-B bounded by:

a line 275 feet northwest of and parallel to East 73rd Street; a line 76 feet northeast of and parallel to South Exchange Avenue; a line 224.99 feet northwest of and parallel to East 73rd Street; a line 200.64 feet northeast of and parallel to South Exchange Avenue; East 73rd Street; and South Exchange Avenue.

South Leavitt Church of God, in care of Mr. Jose Vazquez -- to classify as an R4 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 4-I bounded by:

the alley next north of and parallel to West 21st Street; a line 192.10 feet east of South Rockwell Street; West 21st Street; and South Rockwell Street.

Mr. Paul W. Swanson -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-G bounded by:

West Walton Street; the alley next east of North Ashland Avenue; the alley next south of West Walton Street; and a line 100.2 feet east of the alley next east of North Ashland Avenue.

Mr. Richard J. Troy -- to classify as an R5 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 7-I bounded by:

the public alley south of and parallel to West George Street; North Talman Avenue; the northeasterly right-of-way line for the Chicago and Northwestern Railway; and North Washtenaw Avenue.

Mr. Peter K. Ward, in care of Mr. John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 13-M bounded by:

the alley next north of and parallel to West Higgins Road; North Central Avenue; West Higgins Road; and a line 150 feet long and perpendicular to West Higgins Road, beginning at a point 101.39 feet west of the intersection of the north line of West Higgins Road with the west line of North Central Avenue.

Werlon Construction Company -- to classify as a B4-3 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 20-E bounded by:

a line 69.78 feet north of East 81st Street; South Dr. Martin Luther King, Jr. Drive; East 81st Street; and a line 109 feet west of South Dr. Martin Luther King, Jr. Drive.

Mr. Sam N. Zitella, in care of John J. Pikarski, Jr. -- to classify as a B4-2 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 15-O bounded by:

a line 109.49 feet long beginning at a point 559.41 feet east of North Canfield Avenue and 186.10 feet north of West Higgins Road and ending at a point 668.90 feet east of North Canfield Avenue and 210.43 feet north of West Higgins Road; a line 668.41 feet east of and parallel to North Canfield Avenue; West Higgins Road; and a line 559.41 feet east of and parallel to North Canfield Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allen Stuart Edwin, Allstate Insurance Co. (2) Luis R. Davila and Madline Jones, Anderson Billie Jean, Anderson Robert C., Arbel Ifaat;

Bates Kimberly A., Bigley George Jr., Boyd Marvis L., Braunlich Lisa J.;

Caballero Othon, Campbell Ilene, Capparelli James V., Cegielski Patricia A., Centanni Albert, Chorba John Eric, Coleman Kelvin, Coleman Ramona M.;

Davis Christine, Delach Robert S., Doden Linnea M., Duncan Michael D., Duran Dolores;

Elms Vernon, Enterprise Rent-A-Car and Joseph Bartuch, Ewing Yolanda;

Falco Andrea, Fleming John M., Frahm Thomas;

Garcia Adam A., Gerena Marselino, Gipson John, Gleason Monika M., Gunterberg Robert J.;

Haggard James W., Hanover Insurance and Fire King Oil Company/Nick Thomas, Hansen Richard I., Hartweg Christopher, Hatfield Peggy L., Heitger Christopher Lee, Herman Robert C., Hill Brenda F., Hokr Frank L., Home Insurance Company and JMB Realty, Howard Marion E., Howard Willie J. Jr.;

Ikhumen Stephanie;

Jackson Stephanie R., John Deere Insurance Company and Geno's Towing and Auto Repair, Jones Curtis and Velma Harris, Jordan Yolanda K.;

Kennedy Matthew F., Kirk Joseph A., Kobesak Lillian M., Kondorf Francis J., Kosicki George, Krajecki Kristopher T.;

Latuszek Bernice F., Lock Katarina, Long Sylvia, Lydon Michael J.;

Majeed Khalid M., Matelski Stephen J., McCarter Dwayne, Miskawitz Rodney W., Mercer Bob, Mitchell Elanda, Moehring H. Brian, Muhammad Ranti R., Musa Ahmad Saber;

Ninow William and Irene;

Orich Paul R.;

Pazderka Robert D., Pena II Joel, The People Gas Light and Coke Co. (24),
Petre Irene T., Pont Edward A., Pope Wanitha G., Potter Jacqueline, Pryson
Joel Larrick;

Qadri Rafiq A.;

Rhodes Lisa P., Richmond Marcella Lynn, Rivera Jose A., Robinson
Mattie, Rodriguez Paul A., Rogers Frances, Rolon Tommy J., Romani Mary
P.;

Sangster Robert, Schmitz Shirley, Shafer Steven C., Shantz David, Sotelo
Maria V., State Farm Insurance (2) Karen Slaick and Scott Wheatman,
Stephens Lynnette Marie, Stokes-Smith Dolores C., Swanson Richard A.;

Tanzman Mary, Taylor Charles E., Thompson John and Bessie, Tidd Carl
A., Todd David, Torres David, Trotter Percy;

Weaver Ralph, Wilmington Lawrence J., Woodson Gwendolyn M..

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MS. BARBARA LUMPKIN AS CITY COMPTROLLER.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a
communication appointing Barbara Lumpkin as City Comptroller, having
had the same under advisement, begs leave to report and recommend that
Your Honorable Body *Approve* the proposed appointment transmitted
herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the proposed appointment of Ms. Barbara Lumpkin as City Comptroller was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

APPOINTMENT OF MR. ERNEST R. WISH AS DIRECTOR
OF DEPARTMENT OF REVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing Mr. Ernest R. Wish as Director of the Department of Revenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the proposed appointment of Mr. Ernest R. Wish as Director of the Department of Revenue was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

APPOINTMENT OF MR. HERBERT J. BIAS AND MR. DENNIS M.
HEYWOOD AS MEMBERS OF 95TH STREET/BEVERLY
HILLS BUSINESS AREA COMMISSION
(SPECIAL SERVICE AREA
NUMBER 4).

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing Herbert J. Bias and Dennis M. Heywood as

members of the 95th Street/Beverly Hills Business Area Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the proposed appointments of Mr. Herbert J. Bias and Mr. Dennis M. Heywood as members of the 95th Street/Beverly Hills Business Area Commission (Special Service Area Number 4) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF GREATER LAKEVIEW EAST COMMISSION
(SPECIAL SERVICE AREA NUMBER 8).

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing Janice F. Elkins, Dewey G. Herrington, Bridget O'Connell-Koconis, Robert J. Ralis and Frank H. Scharl as members of the Greater Lakeview East Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the proposed appointments of Ms. Janice F. Elkins, Mr. Dewey G. Herrington, Ms. Bridget O'Connell-Koconis, Mr. Robert J. Ralis and Mr. Frank H. Scharl as members of the Greater Lakeview East Commission (Special Service Area Number 8) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF BACK OF THE YARDS COMMISSION (SPECIAL
SERVICE AREA NUMBER 10).

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing Rogelio Montemayor, Dr. Julian Ramirez and Hector Garcia, and reappointing Patrick J. Salmon as members of the Back of the Yards Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the proposed appointments of Mr. Rogelio Montemayor, Dr. Julian Ramirez and Mr. Hector Garcia and the reappointment of Mr. Patrick J. Salmon as members of the Back of the Yards Commission (Special Service Area Number 10) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF STOCKYARD SERVICE COMMISSION (SPECIAL
SERVICE AREA NUMBER 13).

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication appointing Richard G. McCurrie and Dorothy Chaplick and reappointing Eugene C. Robbin and Patricia A. Schopper as members of the Stockyard Service Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the proposed appointments of Mr. Richard G. McCurrie and Ms. Dorothy Chaplick and the reappointment of Mr. Eugene C. Robbin and Ms. Patricia A. Schopper as members of the Stockyard Service Commission (Special Service Area Number 13) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

PROPERTY AT 3301 SOUTH JUSTINE STREET APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS
PURSUANT TO COOK COUNTY REAL
PROPERTY CLASSIFICATION
ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive for the property located at 3301 South Justine Street pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, hereinafter referred to as (the "Ordinance") wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

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

WHEREAS, Stainless Sales Corporation, hereafter referred to as (the "Owner") of the property commonly know as 3301 South Justine Street, Chicago (hereinafter referred to as the "Subject Property"), has owned the Subject Property which qualifies for the tax abatement as defined in the Ordinance and will undertake a program of substantial rehabilitation with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County, an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 2; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Stainless Sales Corporation is a stainless slitting and distribution facility; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary and appropriate for the execution of the intended substantial rehabilitation; and

WHEREAS, The execution of this substantial rehabilitation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Number for the Subject Property is 17-32-112-015-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the improvements to and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 3301 South Justine Street to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the subject property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 17-32-112-015-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its adoption and approval, or as otherwise provided by law.

PROPERTY AT 3935 WEST SHAKESPEARE AVENUE APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at 3935 West Shakespeare Avenue pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, as amended, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by

lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Victoria and William Vogel and DeCardy Die Casting, the owners and tenants hereafter referred to as (the "Owners") of the property commonly known as 3935 West Shakespeare Avenue, Chicago (hereinafter referred to as the "Subject Property"), will undertake new construction of a 6,000 to 7,000 square foot expansion on the existing structure with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Owners intend to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of the City of Chicago's Enterprise Zone No. 5; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that it manufactures precision, zinc and lead diecast parts; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended new construction; and

WHEREAS, The execution of this new construction and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 13-35-116-032-0000, 13-35-116-007-0000, 13-35-116-020-0000 and 13-35-116-021-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the new construction of and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 3935 West Shakespeare Avenue to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class

6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers: 13-35-116-032-0000, 13-35-116-007-0000, 13-35-116-020-0000 and 13-35-116-021-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its adoption and approval, or as otherwise provided by law.

PROPERTY AT 3642 -- 3700 WEST 47TH STREET APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at 3642 -- 3700 West 47th Street pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

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

WHEREAS, J. B. Hunt Transport, Inc. (the "Owner") of the property commonly known as 3642 -- 3700 West 47th Street and further described by legal description attached hereto as Exhibit A, Chicago (hereinafter referred to as the "Subject Property"), will undertake new construction, installation and equipping of a new transportation terminal. This new construction will consist of a 52,775 square foot single story mezzanine truck maintenance building, a 13,890 square foot single story office building and a single story canopy entry shelter for fueling with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 2; and

WHEREAS, The Subject Property will be utilized for industrial purposes; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended new construction; and

WHEREAS, The execution of this new construction and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 19-02-314-003-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the new construction of and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 3642 -- 3700 West 47th Street; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 19-02-314-003-0000 and as further described in the attached legal description (Exhibit A); and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its adoption and approval, or as otherwise provided by law.

[Planned Development Boundary Map transmitted with this resolution printed on page 5255 of this Journal.]

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

Exhibit "A".

Legal Description Of Property.

That part of the east half of the southwest quarter of Section 2, Township 38 North, Range 13 East of the Third Principal Meridian and more particularly described as follows:

beginning at the intersection of the northerly right-of-way line of West 47th Street and a line 53.00 feet easterly of and parallel with the west right-of-way line of South Hamlin Avenue, as designated on Murdock, James and Company's Archer Second Addition, being a subdivision of part of the west half of the southwest quarter of said Section 2, and recorded September 1, 1914 as Document No. 5486902; thence north 02 degrees, 03 minutes, 17 seconds west along a line 53.00 feet easterly of and parallel with the west right-of-way of South Hamlin Avenue as designated on Murdock, James and Company's Archer Second Addition', being a subdivision of part of the west half of the southwest quarter of said Section 2 and recorded September 1, 1914 as Document No. 5486902, 1,210.19 feet; thence north 31 degrees, 24 minutes, 52 seconds east, 28.62 feet; thence north 01 degree, 50 minutes, 27 seconds west, 95.41 feet; thence north 14 degrees, 33 minutes, 45 seconds east, 57.79 feet; thence north 02 degrees, 05 minutes, 14 seconds west, 387.66 feet; thence south 38 degrees, 22 minutes, 58 seconds east, 1,477.03 feet; thence south 46 degrees, 19 minutes, 33 seconds east, 239.63 feet; thence south 04 degrees, 47 minutes, 25 seconds east, 423.47 feet to the northerly right-of-way of West 47th Street; thence south 88 degrees, 34 minutes, 26 seconds west along the northerly right-of-way of West 47th Street, 1,095.00 feet to the point of beginning, all in Cook County, Illinois.

Assessor's Pin Number -- Applied For.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH NORMAL STREET PROPERTIES
LIMITED PARTNERSHIP FOR REHABILITATION
OF PROPERTIES AT 6750 -- 6754, 6800 -- 6806
AND 6808 SOUTH NORMAL AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to enter into and execute a loan and security agreement with Normal Street Properties Limited Partnership for the rehabilitation of three buildings located at 6750 -- 6754, 6800 -- 6806 and 6808 South Normal Avenue, in the amount of \$1,667,119, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed \$8,733,707 (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, Year XXI, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Normal Street Properties Limited Partnership, an Illinois limited partnership (the "Borrower") of which Normal Haven Apartments, an Illinois not-for-profit corporation, is the sole general partner, in an amount not to exceed \$1,667,119 (the "Loan"), to be funded from Multi-Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and hereby made a part hereof.

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 be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Normal Street Properties Limited Partnership, an Illinois limited partnership with Normal Haven Apartments, an Illinois not-for-profit corporation (the "General Partner"), as the sole general partner and others to be hereafter selected as the limited partners.

Project: Rehabilitation of three buildings commonly known as 6750 -- 6754, 6800 -- 6806 and 6808 South Normal Avenue, Chicago, Illinois 60621 (the "Property") and of 73 dwelling units contained therein as studio, one-, two- and three-bedroom units for low- and moderate-income families.

Loan:	Source:	Multi-Program Year XXI.
	Amount:	Not to exceed \$1,667,119.
	Term:	Not to exceed 22 years.
	Interest:	0% per annum.
	Security:	Non-recourse loan; second mortgage on the Property.

Additional
Financing:

1. Amount: \$936,000.
Term: 20 years.
Source: Harris Trust and Savings Bank, or a financial institution acceptable to the Commissioner.
Interest: $8\frac{3}{4}\%$ per annum.
Security: First mortgage on the Property.
2. Amount: \$500,000.
Term: 40 years.
Source: Illinois Housing Development Authority ("I.H.D.A."), or a financial institution acceptable to the Commissioner.
Interest: 1% per annum.
Security: Third mortgage on the Property.
3. Low-Income
Housing Tax
Credit
("L.I.H.T.C.")
Proceeds: Approximately \$3,750,757.
Source: To be derived from the syndication by the Borrower of approximately \$742,798 in L.I.H.T.C. allocation by I.H.D.A..
4. Amount: \$100.
Source: General Partner.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C..

Water for Construction.

Smoke Abatement.

B. Electrical Permit: Service and wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

(Fees to purchase B-boxes and remote readouts are not waived.)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

**AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH MS. IRENE KRUEL, MS. DONNA KRUEL
AND MR. ROGER KRUEL FOR REHABILITATION OF
PROPERTY AT 1826 SOUTH AVERS AVENUE.**

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to enter into and execute a loan and security agreement with Irene Krue, Donna Krue and Roger Krue, for the rehabilitation of a building located at 1826 South Avers Avenue, in the amount of \$205,437, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed \$8,733,707 (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, Year XXI, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program (the "Rental

Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983 (which was repealed as of October 1, 1991 by the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq.), which program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, Prior to October 1, 1991, the United States Department of Housing and Urban Development approved an allocation of \$2,441,000 of Rental Program grant funds ("Rental Program Funds") to the City for Program Year VII (1991), and such funds are administered by D.O.H.; and

WHEREAS, The City may have available to it "program income" (as defined in 24 C.F.R. Section 511.76(b)) derived from the use of Rental Program Funds (the "Program Income"); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to three individuals known as Irene Kruehl, Donna Kruehl and Roger Kruehl, jointly and severally (collectively, the "Borrower"), in an amount not to exceed \$205,437 (the "Loan"), to be funded from Multi-Program funds, Rental Program Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program and Rental Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

Source: Community Investment Corporation,
or a financial institution acceptable to
the Commissioner.

Interest: Adjustable rate mortgage, not to
exceed 13.25% per annum.

Security: First mortgage on the Property.

2. Amount: \$11,198.

Source: Borrower.

3. Amount: \$37,000.

Source: Borrower's in-kind contribution of the
Property.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C..

Water for Construction.

Smoke Abatement.

- B. Electrical Permit: Service and Wiring.
- C. Elevator Permit (if applicable).
- D. Wrecking Permit (if applicable).
- E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

(Fees to purchase B-boxes and remote read-outs are not waived.)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH MS. LENORE Y. BEDAR FOR
REHABILITATION OF PROPERTY AT 3023
WEST JACKSON BOULEVARD/311
SOUTH WHIPPLE STREET.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to enter into and execute a loan and security agreement with Lenore Y. Bedar for the rehabilitation of certain property located at 3023 West Jackson Boulevard/311 South Whipple Street, in the amount of \$246,676, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City has programmed certain funds (the "C.D.B.G. Funds") under the Community Development Block Grant Program (the "C.D.B.G. Program"), wherein acquisition and rehabilitation loans are made available to owners of rental properties containing multifamily dwelling units located in low- and moderate-income areas, and the C.D.B.G. Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program (the "Rental Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983 (which was repealed as of October 1, 1991, by the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq.), which program, among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, Prior to October 1, 1991, the United States Department of Housing and Urban Development approved an allocation of \$2,441,000 of Rental Program grant funds ("Rental Program Funds") to the City for Program Year VII (1991), and such funds are administered by D.O.H.; and

WHEREAS, The City may have available to it "program income" (as defined in 24 C.F.R. Section 511.76(b)) derived from the use of Rental Program Funds (the "Program Income"); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Lenore Y. Bedar (the "Borrower"), in an amount not to exceed \$246,676 (the "Loan"), to be funded from C.D.B.G. Funds, Rental Program Funds and/or Program Income pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as

shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the C.D.B.G. Program and Rental Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

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 be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Lenore Y. Bedar.

Project: Rehabilitation of a building located at 3023 West Jackson Boulevard/311 South Whipple Street, Chicago, Illinois (the "Property") and of eight dwelling units contained therein as two-, three- and four-bedroom units for low- and moderate-income families.

Loan: Source: C.D.B.G. Funds/Rental Program/
Program Income.

Amount: Not to exceed \$246,676.

Term: Not to exceed 22 years.

Interest: 0% per annum.

	Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:	1. Amount:	\$144,000.
	Term:	20 years.
	Source:	Community Investment Corporation, or a financial institution acceptable to the Commissioner.
	Interest:	Adjustable rate mortgage, not to exceed 13.25% per annum.
	Security:	First mortgage on the Property.
	2. Amount:	\$43,408.
	Source:	Borrower.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

- B. Electrical Permit: Service and wiring.
- C. Elevator Permit (if applicable).
- D. Wrecking Permit (if applicable).
- E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.

(Fees to purchase B-boxes and remote readouts are not waived.)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENT
REGARDING *GLENDA SYDNOR V.*
CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the following case: *Glenda Sydnor v. City of Chicago*, 93 L 5331, in the amount of \$637,500, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Glenda Sydnor v. City of Chicago*, 93 L 5331, in the amount of \$637,500.

EVIDENCE OF INTENT FOR ISSUANCE OF INDUSTRIAL
DEVELOPMENT BONDS FOR ELI'S CHICAGO'S
FINEST, INC.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance which would evidence the City's intent to issue Industrial Development Bonds on behalf of Eli's Chicago's Finest, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City is authorized and empowered to issue industrial development bonds for the purpose of financing costs associated with industrial development projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City's Department of Planning and Development ("D.P.D.") has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, Eli's Chicago's Finest, Inc., an Illinois corporation (the "Company"), has proposed a certain industrial development project consisting of the acquisition of land and the construction and equipping of a new facility at the Read-Dunning Chicago Industry-Tech Park to be used as a bakery (the "Project"); and

WHEREAS, The Company has requested that the City issue industrial development bonds in an amount not to exceed \$7,000,000 (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

WHEREAS, It is intended that this ordinance shall constitute an "official intent" to issue the Bonds within the meaning of Treasury Regulations Section 1.150-2; 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. The City intends to issue the Bonds and lend the proceeds thereof to the Company for the purpose of financing the Project. The total amount of Bonds which the City intends to issue for the Project will not exceed \$7,000,000.

SECTION 3. Certain costs will be incurred by the Company in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds. The amount of such expenditures which the City reasonably expects to reimburse from proceeds of the Bonds will not exceed \$3,000,000.

SECTION 4. The costs to be reimbursed will be paid from funds of the Company which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project.

SECTION 6. This ordinance constitutes a declaration of official intent under Treasury Regulations Section 1.150-2.

SECTION 7. 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 not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage.

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE
EXEMPTIONS, REFUND OF FEES AND WAIVER OF FEES
FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred September 14, 1994, May 17, June 14 and July 13, 1995, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

FREE PERMITS.

The Ark.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water and the Commissioner of Sewers are hereby directed to issue all necessary permits, free of charge, as well as any installation fees, charges and cost of water and sewer installation, and for tapping and termination services, notwithstanding other ordinances of the City of

Chicago to the contrary, for The Ark for the remodeling of their kitchen/pantry on the premises known as 6450 North California Avenue.

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

Catholic Archdiocese/Saint Viator Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Archdiocese/Saint Viator Church for construction of an addition to the school building on the premises known as 4140 West Addison Street.

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

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

CharitaBulls Boys And Girls Club.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to CharitaBulls Boys and Girls Club for new construction on the premises known as 24 South Hoyne Avenue (northwest corner of West Monroe Street and South Hoyne Avenue).

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Chicago Music And Dance Theater.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Music and Dance Theater, for a new theater which is bordered by North Park Drive, North New Street, East Illinois Street and East Hubbard Street, on the premises known as 465 North Park Drive.

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

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

Frances Xavier Warde Holy Name School.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to Frances Xavier Warde Holy Name School, for

third floor remodeling of roof and windows on the premises known as 751 North State Street.

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

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

Lake Shore Drive Synagogue.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Lake Shore Drive Synagogue, for remodeling of the second, third and fourth floors on the premises known as 70 East Elm Street.

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

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

The Latin School Of Chicago.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City

Council to the contrary, to The Latin School of Chicago, for exterior and interior work on the premises known as 59 West North Boulevard.

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

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

Madonna High School Festival.

Ordered, That the Director of the City Department of Revenue issue, free of charge, all permit fees for the Madonna High School Festival, to be conducted on school grounds at 4055 West Belmont Avenue, for the period of July 19 through July 23, 1995.

Ner Tamid Congregation Of Chicago.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Ner Tamid Congregation of Chicago, for the construction of an elevator on the premises known as 2754 West Rosemont Avenue.

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

Northwestern Dental Faculty Facility.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to Northwestern Dental Faculty Facility, for remodeling on the premises known as 676 North Michigan Avenue.

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

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

The People's Church Of God In Christ.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The People's Church of God in Christ (Reverend Michael Eaddy, Pastor) for construction of a church on the premises known as 3544 West Fifth Avenue.

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

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

Pleasant Grove Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Pleasant Grove Missionary Baptist Church (Reverend Michael Runnels, Pastor) for construction of a church on the premises known as 741 South Sacramento Boulevard.

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

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

Resurrection Health Care.
(7430 West Talcott Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Resurrection Health Care, for rehabilitation of existing structure (Sisters of the Resurrection Queens Home) on the premises known as 7430 West Talcott Avenue.

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

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

Resurrection Health Care.
(7435 West Talcott Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Resurrection Health Care, for construction of an addition (Radiology Phase II) on the premises known as 7435 West Talcott Avenue.

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

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

Resurrection Health Care.
(7447 West Talcott Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Resurrection Health Care, for construction of an addition to the professional building on the premises known as 7447 West Talcott Avenue.

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

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

Saint Anthony Hospital.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Anthony Hospital, for rehabilitation of existing structure on the premises known as 2875 West 19th Street.

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

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

Saint Ignatius College Prep.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to Saint Ignatius College Prep, for construction of a parking lot driveway on the premises known as 1076 West Roosevelt Road.

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

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

Urban Equities, Inc.
(1300 South Albany Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Urban Equities, Inc., 1809 East 71st Street, for new construction on the premises known as 1300 South Albany Avenue.

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Urban Equities, Inc.
(1318 -- 1322 South Albany Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Urban Equities, Inc., 1809 East 71st Street, for new construction on the premises known as 1318 -- 1322 South Albany Avenue.

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Urban Equities, Inc.
(3513 West Douglas Boulevard)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Urban Equities, Inc., 1809 East 71st Street, for new construction on the premises known as 3513 West Douglas Boulevard.

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Urban Equities, Inc.
(3526 West Douglas Boulevard)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Urban Equities, Inc., 1809 East 71st Street, for new construction on the premises known as 3526 West Douglas Boulevard.

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Urban Equities, Inc.
(3533 West Douglas Boulevard)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Urban Equities, Inc., 1809 East 71st Street, for new construction on the premises known as 3533 West Douglas Boulevard.

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Urban Equities, Inc.
(3651 -- 3659 West Douglas Boulevard)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Urban Equities, Inc., 1809 East 71st Street, for new construction on the premises known as 3651 -- 3659 West Douglas Boulevard.

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Urban Equities, Inc.
(1403 -- 1407 South Spaulding Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Urban Equities, Inc., 1809 East 71st Street, for new construction on the premises known as 1403 -- 1407 South Spaulding Avenue.

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

SECTION 2. This ordinance shall take effect upon its passage and due publication.

LICENSE FEE EXEMPTIONS.

Food Dispenser.

*Associated Talmud Torahs Of Chicago/Jewish Federation
Of Metropolitan Chicago.*

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following establishment is hereby exempted from the payment of the annual Food Dispenser/Off Premises License fee (Code 1323) for the period beginning November 16, 1994 and ending November 15, 1995:

Associated Talmud Torahs of Chicago
(Jewish Federation of Metropolitan Chicago)
2828 West Pratt Boulevard.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Midwestern Christian Academy/Midwest Bible Church.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the annual Food Dispenser License fee (Class I/Code 1301) for the period of August 16, 1995 through August 15, 1996:

Midwestern Christian Academy
(Midwest Bible Church)
3465 North Cicero Avenue.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Resurrection Medical Center.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following medical center is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1302) for the period of August 16, 1995 through August 15, 1996:

Resurrection Medical Center
7435 West Talcott Avenue.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

The Urban Center At Saint Barnabas, Inc.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following center which operates a feeding program, is hereby exempted from the payment of the Food Dispenser License fee (Code 1301) for the period of August 16, 1995 through August 15, 1996:

The Urban Center at Saint Barnabas, Inc.
4241 West Washington Boulevard.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

General Business.

*Young Men's Christian Association Of
Metropolitan Chicago.*

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following organization which is not-for-profit, shall be exempted from the payment of the annual Business License fee for the period of May 16, 1995 through May 15, 1996:

Young Men's Christian Association of Metropolitan Chicago
3039 East 91st Street.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

REFUND OF FEES.

Cafe' Su Midi.

Ordered, That the City Comptroller is hereby authorized and directed to refund the overpayment of City license fees to the Cafe' Su Midi, 2118 North Damen Avenue.

WAIVER OF FEES.

*Electrical Inspection.**Taste Of Polonia/Copernicus Foundation.*

Ordered, That the City of Chicago Department of Revenue waive the license fees for electrical inspection for the Taste of Polonia, for their annual fest to be held August 29, 1995 through September 5, 1995, sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue.

*Food Vendor.**Chicago Youth Centers Fellowship House.*

Ordered, That the Director of Revenue of the City of Chicago waive the Food Vendor Permit fees charged to Chicago Youth Centers Fellowship House, 844 West 32nd Street, for its neighborhood festival to be held Saturday, July 29, 1995, from 11:00 A.M. to 7:00 P.M..

*Raffle License.**Saint Joseph Seminary Festival.*

Ordered, That the Director of the City Department of Revenue waive the Special Event Raffle License fees in the amount of \$200.00 for Saint Joseph Seminary Festival to be conducted on the property located at 6551 North Sheridan Road, for the period beginning August 1, 1995 and ending October 25, 1995.

AUTHORIZATION FOR CANCELLATION OF WARRANTS
FOR COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Anixter Center for Rehabilitation 6610 North Clark Street	B1-501970 (Bldg.)	\$ 60.00
Chicago Association for Retarded Citizens 1801 North Spaulding Avenue	Account Number 363544178A (Sign)	40.00
Columbus Maryville Children's Reception Center (various locations)	Invoice Number 95840006763 (Sign)	40.00
	Invoice Number 95840006764 (Sign)	40.00
Copernicus Foundation 5216 West Lawrence Avenue	B3-502946 (Pub. Place of Assemb.)	60.00
	B3-503277 (Pub. Place of Assemb.)	60.00
	B3-503284 (Pub. Place of Assemb.)	60.00
Dominican Fathers 1909 South Ashland Avenue	B1-501547 (Bldg.)	60.00
Harris Temple 10623 South Michigan Avenue	D1-501045 (Sign)	146.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Illinois College of Podiatric Medicine 1001 North Dearborn Street	Invoice Number 95840001561 (Sign)	\$155.00
	Invoice Number 95840003468 (Sign)	40.00
Loyola University (various locations)	B3-403163 (Pub. Place of Assemb.)	60.00
	B3-403242 (Pub. Place of Assemb.)	60.00
	B3-403305 (Pub. Place of Assemb.)	60.00
	B3-403438 (Pub. Place of Assemb.)	60.00
	B3-403485 (Pub. Place of Assemb.)	60.00
	B3-40312 (Pub. Place of Assemb.)	60.00
	B3-403760 (Pub. Place of Assemb.)	60.00
	B3-403838 (Pub. Place of Assemb.)	60.00
	B3-403841 (Pub. Place of Assemb.)	60.00
	B3-502504 (Pub. Place of Assemb.)	60.00

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REPORTS OF COMMITTEES

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Name And Address	Warrant Number And Type Of Inspection	Amount
	B3-502616 (Pub. Place of Assemb.)	\$60.00
	B3-502644 (Pub. Place of Assemb.)	60.00
	B3-502656 (Pub. Place of Assemb.)	60.00
	B3-502698 (Pub. Place of Assemb.)	60.00
	B3-502713 (Pub. Place of Assemb.)	60.00
	B3-502755 (Pub. Place of Assemb.)	60.00
	B3-502897 (Pub. Place of Assemb.)	60.00
	B3-502943 (Pub. Place of Assemb.)	60.00
	B3-503061 (Pub. Place of Assemb.)	60.00
	B3-503193 (Pub. Place of Assemb.)	60.00
	B3-503257 (Pub. Place of Assemb.)	60.00
	B3-503259 (Pub. Place of Assemb.)	60.00
	B3-512892 (Pub. Place of Assemb.)	60.00
	R1-402264 (Drwy.)	34.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Lutheran School of Theology at Chicago 1118 East 54th Place	B1-505156 (Bldg.)	\$100.00
Ada McKinley Foundation 8458 South Mackinaw Avenue	B1-214782 (Bldg.)	31.00
	B1-502337 (Bldg.)	40.00
Henry Muhrer School 6250 North Sheridan Road	Invoice Number 95720085053 (Pollution Control)	30.00
Northwestern Home for the Aged 6300 North California Avenue	Invoice Number 95840001264 (Sign)	40.00
Northwestern Memorial Hospital (various locations)	A1-502158 (Elev.)	375.00
	Invoice Number 95840000943 (Sign)	40.00
	Invoice Number 95840003404 (Sign)	65.00
	Invoice Number 95840004991 (Sign)	40.00
Northwestern Memorial Hospital/ The Streeterville Corporation (various locations)	A1-502223 (Elev.)	60.00

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REPORTS OF COMMITTEES

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Name And Address	Warrant Number And Type Of Inspection	Amount
	A1-502259 (Elev.)	\$285.00
	F4-503856 (Mech. Vent.)	196.00
Pacific Garden Mission 646 South State Street	B1-413868 (Bldg.)	40.00
	B1-413869 (Bldg.)	40.00
	B1-417260 (Bldg.)	40.00
	P1-501889 (Fuel Burn. Equip.)	595.00
Resurrection Retirement Community (various locations)	B1-502066 (Bldg.)	100.00
	B1-502161 (Bldg.)	120.00
	B1-502162 (Bldg.)	120.00
Sacred Heart School 6250 North Sheridan Road	Invoice Number 94720085053 (Pollution Control)	30.00
Saint Alphonsus 2936 North Southport Avenue	Account Number E00000267A (Pollution Control)	30.00
Sisters of Charity B.V.M. Convent 6364 North Sheridan Road	Invoice Number 94720085054 (Pollution Control)	30.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	Invoice Number 95720085054 (Pollution Control)	\$ 30.00
Schwab Rehabilitation Center 1401 South California Avenue	F5-500423 (Electrical conduits)	750.00
South Chicago Young Men's Christian Association of Metropolitan Chicago 3039 East 91st Street	B3-503212 (Pub. Place of Assemb.)	60.00
	B3-503305 (Pub. Place of Assemb.)	60.00
Vivekananda Vedanta Society 5419 South Hyde Park Boulevard	B1-505500 (Bldg.)	80.00
Louis A. Weiss Memorial Hospital (various locations)	Invoice Number 95840003531 (Sign)	775.00
	Invoice Number 95840003534 (Sign)	1,200.00
	Invoice Number 95840003537 (Sign)	710.00
	Invoice Number 95840003540 (Sign)	40.00
	Invoice Number 95840003543 (Sign)	265.00

AUTHORIZATION FOR INSTALLATION OF ALLEYLIGHTS
AT VARIOUS LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two orders introduced by the aldermen named below authorizing the installation of alleylights at the following locations:

Alderman Frias (12th Ward) 3641 South Maplewood Avenue; and

Alderman Evans (21st Ward) 9424 South Parnell Avenue,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

3641 South Maplewood Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 3641 South Maplewood Avenue.

9424 South Parnell Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight to be located in back of said premises at 9424 South Parnell Avenue.

**AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENTS.**

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs to leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 5302 through
5305 of this Journal.]

(Continued on page 5306)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/02/95

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALDRIDGE	POLICE OFFICER	SEVENTH DISTRICT	1/23/95	30.20
ANDERSON	POLICE OFFICER	SEVENTH DISTRICT	5/19/94	5995.00
ANNERINO	POLICE OFFICER	TENTH DISTRICT	5/20/95	90.39
ARRONIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/26/92	330.75
AVALOS	POLICE OFFICER	UNKNOWN	4/04/95	49.00
BARSAÑO	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/95	220.76
BAXTER-CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	8/19/94	522.00
BECKOM	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	3/08/91	610.64
BEVAN	POLICE OFFICER	FIRST DISTRICT	3/25/87	1040.00
BOW	POLICE OFFICER	RECRUIT TRAINING	12/30/94	110.00
BIGGANE	POLICE OFFICER	SEVENTH DISTRICT	11/26/94	140.00
BOSSE	POLICE OFFICER	PARKING ENFORCEMENT UNIT	4/17/95	177.00
BOWERY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/95	35.00
BRADY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/05/95	322.60
BRENNAN	POLICE OFFICER	FOURTEENTH DISTRICT	4/07/95	71.10
BUNCH	POLICE OFFICER	NARCOTICS SECTION	2/02/95	444.00
CALDBECK	POLICE OFFICER	EIGHTEENTH DISTRICT	10/22/94	103.00
CASEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/06/85	621.00
CAVARIANI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/11/94	221.85
COLYAR	POLICE OFFICER	SEVENTH DISTRICT	4/01/95	793.78
COMITO	POLICE OFFICER	FIELD INQUIRY SECTION	3/07/95	4536.57
CORFIELD	POLICE OFFICER	TWELFTH DISTRICT	2/23/95	850.00
CORRAL	POLICE OFFICER	ELEVENTH DISTRICT	4/23/95	86.52
DARLING	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/02/91	65.00
DEJESUS	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/95	119.70
DIAZ	POLICE OFFICER	THIRTEENTH DISTRICT	2/10/95	89.00
DOMAGALA	POLICE OFFICER	UNKNOWN	7/14/88	876.41
DOMINICK	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/95	215.22
DONAHUE	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/93	179.00
DONESKE	POLICE OFFICER	EIGHTH DISTRICT	4/14/95	204.34
DREWKE	POLICE OFFICER	SIXTEENTH DISTRICT	4/07/95	102.00
DYKSTRA-DUFFING	POLICE OFFICER	FOURTH DISTRICT	4/05/95	60.39
ECTOR	POLICE OFFICER	SIXTH DISTRICT	4/27/95	220.00
EFANTIS	POLICE OFFICER	FIRST DISTRICT	4/13/95	60.00
ESCALANTE	POLICE OFFICER	NARCOTICS SECTION	10/06/94	52.00
ESTES	POLICE OFFICER	THIRD DISTRICT	4/11/95	423.50
FITZGERALD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/14/95	27.00
FIVELSON	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	8/01/93	676.00
FLEMING	POLICE OFFICER	FOURTEENTH DISTRICT	4/15/95	1103.00
FOLLMER	POLICE OFFICER	TWENTIETH DISTRICT	4/05/95	366.30
GAROFALO	POLICE OFFICER	DETAIL UNIT	1/29/95	335.00
GILL	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	10/30/94	117.00
GLOVER	POLICE OFFICER	EIGHTH DISTRICT	4/09/95	410.25
GOLDEN	POLICE OFFICER	NINTH DISTRICT	4/23/95	177.90
GRIFFIN-LASENBY	POLICE OFFICER	EIGHTEENTH DISTRICT	1/12/95	85.00
GRIFFITHS	POLICE OFFICER	SEVENTH DISTRICT	4/30/95	22.00
GUERRERO	POLICE OFFICER	NINTH DISTRICT	3/01/95	60.00
GUTIERREZ	POLICE OFFICER	ELEVENTH DISTRICT	3/31/95	29.00
GUZMAN	POLICE OFFICER	FOURTEENTH DISTRICT	4/01/95	200.69

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/02/95

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HALEEM	POLICE OFFICER	EIGHTH DISTRICT	3/20/95	13.00
HANDZEL	POLICE OFFICER	EIGHTH DISTRICT	4/16/95	204.62
HANNIGAN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/25/95	130.00
HARDY	POLICE OFFICER	NINTH DISTRICT	3/29/95	29.00
HARGRETT	POLICE OFFICER	ELEVENTH DISTRICT	4/18/95	18.39
HARRIS	POLICE OFFICER	NINTH DISTRICT	3/05/95	58.00
HARVEY	POLICE OFFICER	FIFTH DISTRICT	3/02/94	610.00
HAYES	POLICE OFFICER	THIRD DISTRICT	8/03/94	85.00
HEALY	POLICE OFFICER	UNKNOWN	4/02/95	764.61
HELLWITZ	POLICE OFFICER	TWELFTH DISTRICT	4/10/95	204.00
HENRY-PHELPS	POLICE OFFICER	ELEVENTH DISTRICT	7/12/94	80.00
HERRERA	POLICE OFFICER	FIFTEENTH DISTRICT	11/29/92	449.50
HERRING	POLICE OFFICER	NINTH DISTRICT	1/16/95	93.00
HOZZIAN	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	200.00
HUMPHREY	POLICE OFFICER	SIXTEENTH DISTRICT	4/10/95	197.00
JACKOWIAK	POLICE OFFICER	NARCOTICS SECTION	12/19/94	26.00
JACKSON	POLICE OFFICER	TWENTIETH DISTRICT	4/21/95	1782.86
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	130.72
JACKSON	POLICE OFFICER	THIRD DISTRICT	9/10/94	1858.46
JOHLIC	POLICE OFFICER	SECOND DISTRICT	3/25/95	101.00
JOHNS	POLICE OFFICER	EIGHTEENTH DISTRICT	11/26/94	227.50
JONES	POLICE OFFICER	FOURTEENTH DISTRICT	3/08/95	297.00
JONES	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/20/95	850.00
KAZUPSKI	POLICE OFFICER	EIGHTH DISTRICT	4/29/95	913.00
KELLY	POLICE OFFICER	PARKING ENFORCEMENT UNIT	6/20/93	266.00
KELLY	POLICE OFFICER	ELEVENTH DISTRICT	3/19/95	227.32
KENNEDY	POLICE OFFICER	SECOND DISTRICT	3/12/95	30.00
KEREAKES	POLICE OFFICER	EIGHTH DISTRICT	4/19/95	63.00
KERSTING	POLICE OFFICER	TWELFTH DISTRICT	3/04/95	394.00
KOSTECKI	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	12/30/87	410.00
KRANZ	POLICE OFFICER	NINETEENTH DISTRICT	12/18/94	80.00
KULAK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/94	995.00
KULEKOWSKI	POLICE OFFICER	NINTH DISTRICT	1/09/95	50.00
LAPORTE	POLICE OFFICER	FIRST DISTRICT	6/09/94	30.00
LEODORO	POLICE OFFICER	ELEVENTH DISTRICT	12/25/94	5373.56
LEWIS	POLICE OFFICER	EIGHTH DISTRICT	11/17/94	470.00
LINDEMAN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/94	416.00
LISKA	POLICE OFFICER	ENFORCEMENT SECTION	1/16/95	85.00
LITTLETON	POLICE OFFICER	FIRST DISTRICT	8/20/93	5860.35
LOPEZ	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	1/24/95	197.00
LOPEZ	POLICE OFFICER	BOMB AND ARSON SECTION	9/02/93	199.00
MACHAIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/94	160.00
MALONEY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/18/95	910.00
MARSHALL	POLICE OFFICER	FOURTEENTH DISTRICT	11/19/94	153.00
MATTHEWS	POLICE OFFICER	FOURTEENTH DISTRICT	2/06/95	154.38
MATTIOLI	POLICE OFFICER	FOURTEENTH DISTRICT	11/28/94	80.00
MEDRANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/02/95	120.00
MERCADO	POLICE OFFICER	THIRD DISTRICT	2/26/95	229.00
	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/95	98.10

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/02/95

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MILLER	POLICE OFFICER	FIFTH DISTRICT	3/29/95	60.39
MISKANIN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/28/95	2660.00
MITCHELL	POLICE OFFICER	FIFTH DISTRICT	1/18/95	130.50
MOLINA	REJEANA	RECRUIT TRAINING	1/10/95	80.00
MURPHY	PATRICK D	TWENTY-SECOND DISTRICT	1/23/86	80.00
ONEAL	BRENDA	FIFTH DISTRICT	3/07/95	495.50
ONEILL-GUINEY	MAUREEN T	SIXTEENTH DISTRICT	4/28/95	128.00
OWCARZ	RICHARD	ELEVENTH DISTRICT	4/13/95	280.51
PECK	RICHARD E	NARCOTICS SECTION	10/05/94	785.00
POLLACK	KENNETH R	FIRST DISTRICT	6/04/93	10.00
RODRIGUEZ	NORBERTO	ELEVENTH DISTRICT	2/10/95	250.00
ROKOS	RONALD	EIGHTEENTH DISTRICT	2/08/95	44.08
ROBINSKI	DENNIS L	PARKING ENFORCEMENT UNIT	2/20/95	560.00
RUNYAN	JACK	EIGHTEENTH DISTRICT	4/18/85	420.00
SACCENTE	PHILLIP J	SEVENTEENTH DISTRICT	10/11/94	52.00
SAVAGE	JOHN W	FIRST DISTRICT	2/15/95	156.25
SCHUBERT	ALFRED C	EIGHTH DISTRICT	11/27/94	160.00
SCHULD	JOHN	PUBLIC TRANSPORTATION M. T. S.	7/03/93	189.00
SESSO	JAMES A	AUTO THEFT SECTION	8/07/94	516.82
SHAW	JOSEPH H	SEVENTH DISTRICT	1/28/95	95.00
SHINNERS	RICHARD J	TWENTY-FIRST DISTRICT	11/26/94	140.00
SINK	JAMES S	PARKING ENFORCEMENT UNIT	2/11/95	53.00
SMITH	NECOLE	FOURTH DISTRICT	5/24/94	403.20
SPECHT-CAPASSO	SANDRA	FIFTEENTH DISTRICT	2/12/95	313.23
STEWART-DYESS	MARIA ELLENA	TWELFTH DISTRICT	1/23/95	509.00
TAIT	JOHN E	SEVENTH DISTRICT	12/15/94	57.00
TANTILLA	MICHAEL	TWENTY-THIRD DISTRICT	5/29/94	791.75
THOMPSON	BRIAN	SECOND DISTRICT	2/19/95	149.00
TIEDJE	EDWARD C	TWENTY-THIRD DISTRICT	3/29/86	50.00
TREPAC	RONALD	FIRST DISTRICT	12/16/94	85.00
VELAZQUEZ	ANGELO C	THIRTEENTH DISTRICT	1/21/95	106.00
ZADROZNY	ROBERT P	RECRUIT TRAINING	1/08/95	1063.99
ZAEHRINGER	SUSAN	TWENTY-FOURTH DISTRICT	1/31/95	138.15
ZAGLIFA	FRANCES J	SECOND DISTRICT	7/24/90	1196.00
ZOOK	JOHN S	FOURTEENTH DISTRICT	11/16/94	60.00
ZUELKE-TINERELLA	LYNDA R	TWENTY-FOURTH DISTRICT	10/07/93	66.00
BARNES	CARROLL	TRUCK 49	3/22/95	31.00
BARRY	JAMES	AMBULANCE 36	5/07/95	194.30
BIONDO	BARRY	TRUCK 30	11/17/94	280.00
BLACKAMORE	WAYNE	UNKNOWN	2/07/95	119.00
BOMBENGER	THOMAS	ENGINE COMPANY 121	10/27/85	485.27
BRADY	CHARLES	ENGINE COMPANY 79	5/16/94	209.00
BYRNES	ROBERT	PARAMEDIC 20	12/13/94	175.00
CALES	DAVID	ENGINE COMPANY 8	4/09/83	1080.00
CARONE	EDWARD	ENGINE COMPANY 116	10/26/94	19.00
CHAVARRIA	GARY	ENGINE COMPANY 83	2/28/95	72.00
CHERRY	ROY	UNKNOWN	9/11/94	70.00
CLAFFORD	EDWARD	TRUCK 35	12/31/94	30.00
COLBY	BRUCE	TRUCK 14	3/11/94	117.75

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/02/95

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DELORENZO	FIREFIGHTER	TRUCK 36	10/15/93	410.00
DUNCAN	PARAMEDIC	AMBULANCE 4	12/06/88	30.00
FITZGERALD	CAPTAIN	ENGINE COMPANY 127	1/26/90	164.38
GARDLEY	PARAMEDIC	AMBULANCE 15	12/08/91	1105.00
GAYDA	FIREFIGHTER	TRUCK 32	10/21/94	1440.00
HARPER	FIREFIGHTER	TRUCK 14	11/01/94	161.50
HARTSELL	CAPTAIN	DISTRICT RELIEF 1	3/21/85	8.00
HOEH	PARAMEDIC	UNKNOWN	10/08/94	1099.00
HUMPHREY	FIREFIGHTER	ENGINE COMPANY 28	2/07/95	540.00
JACKSON	FIREFIGHTER	ENGINE COMPANY 93	3/23/95	4584.98
LEE	FIREFIGHTER	BATTALION 11	2/09/95	367.50
LEVIN	PARAMEDIC	UNKNOWN	1/24/94	452.00
LINK	FIREFIGHTER	ENGINE COMPANY 99	6/24/94	360.00
LOONEY	FIREFIGHTER	TRUCK 31	10/04/94	2027.00
LUKACS	PARAMEDIC	AMBULANCE 45	4/13/95	2053.00
MARTIN	FIREFIGHTER	ENGINE COMPANY 97	2/07/95	22.00
MCCALLUM	FIREFIGHTER	SQUAD 9	7/31/94	181.80
MCMADON	PARAMEDIC	UNKNOWN	1/25/95	350.00
MCPOLIN	LIEUTENANT	TRUCK 37	12/12/94	458.80
MELLON	FIREFIGHTER	SQUAD 5	12/06/94	255.75
MRUK	ENGINEER	REPAIR SHOP	11/04/94	818.00
MULROE	PARAMEDIC	AMBULANCE 42	2/03/95	588.50
NEIDENBACH	FIREFIGHTER	SQUAD 2	7/01/93	299.00
OCALLAGHAN	FIREFIGHTER	ENGINE COMPANY 11	4/29/90	40.00
ODONNELL	POLICE OFFICER	ENGINE COMPANY 71	8/17/88	325.00
OLSEN	PARAMEDIC	AMBULANCE 20	1/02/90	100.00
PALLISTER	FIREFIGHTER	TRUCK 58	9/18/94	27.00
PAOLINI-THANOS	PARAMEDIC	AMBULANCE 38	8/17/94	1026.20
PIIRONEN	PARAMEDIC	UNKNOWN	1/27/91	79.94
PLUTA	PARAMEDIC	AMBULANCE 35	9/04/89	103.75
RUDEL	PARAMEDIC	AMBULANCE 45	2/03/95	428.50
SEAY	FIREFIGHTER	ENGINE COMPANY 72	2/03/95	546.00
SHANAHAN	LIEUTENANT	ENGINE COMPANY 126	7/05/91	90.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/89	34716.60
STUBBS	FIREFIGHTER	ENGINE COMPANY 73	1/25/95	474.00
SUTTON	PARAMEDIC	AMBULANCE 35	11/30/94	893.00
TALLY	FIREFIGHTER	ENGINE COMPANY 103	2/09/95	41.00
TAVITAS	PARAMEDIC	AMBULANCE 9	2/08/95	80.00
WORKER	FIREFIGHTER	SQUAD 3	3/04/62	337.18

(Continued from page 5301)

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on page 5307
of this Journal.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

(Continued on page 5308)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 8/02/95

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALDRIDGE	JENNIFER	POLICE OFFICER	1/29/95	125.00
ALLEN-THOMPSON	GLORIA	POLICE OFFICER	1/03/95	298.00
AYERS	THOMAS F	POLICE OFFICER	2/16/94	75.00
BAHR	KEVIN Y	POLICE OFFICER	1/11/95	170.00
BATKA	JAMES J	POLICE OFFICER	8/13/94	3163.03
BEST	PETE	POLICE OFFICER	4/07/95	348.78
BRADY	BRUCE E	POLICE OFFICER	4/29/95	42.00
CARDUCCI	SAMUEL S	POLICE OFFICER	11/03/93	715.00
CROWLEY	JAMES	POLICE OFFICER	9/04/87	171.43
DERAEDT	CRAIG A	POLICE OFFICER	6/12/94	170.00
DOMENECH	GUS	POLICE OFFICER	3/28/95	347.00
DOYLE	THOMAS C	POLICE OFFICER	11/29/76	3724.80
GANISON	WILLIE G	POLICE OFFICER	8/24/90	174.48
GERARD	WESLEY	POLICE OFFICER	1/29/94	260.00
GONZALEZ	ROBERTO	POLICE OFFICER	10/16/94	571.60
HARRIS	BENNIE	POLICE OFFICER	4/21/95	98.00
HENSON	CHARLES B	POLICE OFFICER	4/02/95	180.00
HOLEC	JOHN J	POLICE OFFICER	3/04/92	75.00
HUERTAS	VICTOR	POLICE OFFICER	3/14/95	1386.00
HYBL	RICHARD	POLICE OFFICER	4/21/95	321.00
JOHNSON	LARRY	POLICE OFFICER	8/29/94	3027.00
KIEDUK	GARY M	POLICE OFFICER	6/03/94	81.00
KOLOVITZ	RICHARD	POLICE OFFICER	8/03/87	35.00
KRUGER	IRENE H	POLICE OFFICER	2/09/92	187.00
LANGE	WILLIAM	POLICE OFFICER	3/29/95	31.00
LEWIS	NARVELL	POLICE OFFICER	7/13/82	708.00
MADSEN	ERIK	POLICE OFFICER	2/15/95	305.00
MANNING	MARVIN	POLICE OFFICER	6/01/92	1140.00
MARTIN	STEVEN	POLICE OFFICER	2/26/95	904.00
MATKOWSKYJ	WALTER	POLICE OFFICER	12/11/94	80.00
MATTHEWS	RONALD	POLICE OFFICER	2/15/95	1665.00
MCCARTHY	MARGUERITE M	POLICE OFFICER	11/10/92	27.00
PILIPUF	CYNTHIA	POLICE OFFICER	2/19/95	39.00
READUS	DAVID	POLICE OFFICER	12/22/94	225.90
ROCHOWICZ	RICHARD A	POLICE OFFICER	4/28/94	266.00
ROSSI	JOHN	POLICE OFFICER	3/06/95	6770.00
SCHNEIDER	GARY J	POLICE OFFICER	2/11/93	45.00
SCOTT	HESTER L	POLICE OFFICER	3/01/94	11.00
SHAW	DARRELL	POLICE OFFICER	2/28/95	168.00
TARR	HAROLD	POLICE OFFICER	4/10/95	20834.85
THOMPSON	WILLIE F JR.	POLICE OFFICER	1/29/95	798.00
TRAFICANTI	MARK	POLICE OFFICER	7/04/94	269.00
ZAMACONA	THOMAS	POLICE OFFICER	1/28/95	1285.00
ZOLLER	JENNIFER C	POLICE OFFICER	9/22/93	355.95
DWYER	FRANCIS R	POLICE OFFICER	1/31/95	5650.00
EARL	JOHN	FIREFIGHTER	9/09/92	1120.34
HARRIS	PHYLLIS	FIREFIGHTER	7/14/88	640.00
KUKNYO	DENNIS	FIREFIGHTER	1/31/89	1807.37
	JAMES	FIREFIGHTER	1/31/89	1324.93
		ENGINE COMPANY 45		

(Continued from page 5306)

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

*Department Of Fleet Management:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert F. Wendell 5316 West Nelson Street Chicago, Illinois 60641	8/16/94 1685 North Throop Street	\$922.00

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Irene Edwards Apartment 11 454 East 40th Street Chicago, Illinois 60653	7/20/93 736 East 42nd Street	\$ 450.00
Roy E. Hough and Amex Assurance Company Suite 200 1400 Lombardi Avenue Green Bay, Wisconsin 54304	4/12/94 North Racine Avenue and West Wilson Avenue	1,098.00
Amy Sato and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	4/8/94 Midway Airport	1,216.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Edward Gallivan 885 Parkside Elmhurst, Illinois 60126	1/29/95 West Lake Street and North Ashland Avenue	\$309.00
James Madia 3339 South Parnell Avenue Chicago, Illinois 60616	1/13/95 1319 South Clinton Street	88.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Louise M. Bush 6351 West Touhy Avenue Chicago, Illinois 60646	8/1/93 6351 West Touhy Avenue	\$500.00

Damage To Vehicle.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
David R. Ackerman 25747 Somerset Court Hawthorn Woods, Illinois 60047	2/15/94 3269 North California Avenue	\$75.00

Name And Address	Date And Location	Amount
Andre Bruce Adler Apartment 511 2933 North Sheridan Road Chicago, Illinois 60657	1/25/94 2780 West Addison Street	\$101.00
Alejandro Aman Apartment 115 1015 Higgins Quarters Drive Hoffman Estates, Illinois 60194	1/28/94 West Grand Avenue and North Cicero Avenue	215.00
Linda Anderson 11133 South 84th Avenue Palos Hills, Illinois 60465	3/9/94 South Canal Street and South Wacker Drive	41.00
Mary Carolyn Avent 6742 South Crandon Avenue Chicago, Illinois 60649	11/15/93 8517 South Cottage Grove Avenue	125.00*
Patricia F. Barrera 5620 South Meade Avenue Chicago, Illinois 60638	2/17/94 5212 South Kedzie Avenue	100.00
Marsha Y. Beckett 11821 South Prairie Avenue Chicago, Illinois 60628	1/19/93 10700 South Michigan Avenue	95.00*
Helen Berman Apartment 1914 1350 North Lake Shore Drive Chicago, Illinois 60610	2/13/94 North Lake Shore Drive at East Banks Street	159.00
Barbara Bodley 9640 South LaSalle Street Chicago, Illinois 60628	2/14/94 200 North Central Avenue	58.00
Kachie Bogosian 7643 Sequoia Drive Palos Heights, Illinois 60463	3/9/94 West Montrose Avenue and North Clarendon Avenue	105.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Shinette Dorrothea Boyd 3318 Maple Lane Hazel Crest, Illinois 60429	2/17/94 155 East 130th Street	\$300.00
Bessie Bratton 1318 East Wilcocks Whitecloud, Michigan 49349	3/22/93 200 East Garfield Boulevard	117.00
Parralee Bridge 5408 West Adams Street Chicago, Illinois 60644	1/31/94 3200 North Pulaski Road	65.00
Caroline Denise Calhoun-Moore Townhouse E 5024 West Van Buren Street Chicago, Illinois 60644	2/23/94 4700 West Jackson Boulevard	108.00
Angel Capetello 1623 North Tripp Avenue Chicago, Illinois 60639	12/18/93 4500 West Grand Avenue	69.00*
Judith Carlson 6201 South Mayfield Avenue Chicago, Illinois 60638	1/15/94 4932 West 63rd Street	270.00
Richard Carlson Apartment 2S 2804 North Halsted Street Chicago, Illinois 60657	1/20/94 4500 West Addison Street	199.00
Catharine Carroll Apartment 2F 2020 North Lincoln Park West Chicago, Illinois 60614	9/23/93 1600 West Armitage Avenue	266.00
Mary Cleary 7334 North Oriole Avenue Chicago, Illinois 60631	2/20/94 6847 North Caldwell Avenue	60.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Catherine Collier 16880 Trapet Avenue Hazel Crest, Illinois 60429	1/14/94 3800 South Damen Avenue	\$ 75.00
Herman Cross 9022 South Phillips Avenue Chicago, Illinois 60617	1/29/94 9200 South South Chicago Avenue	65.00
Robert Daum 5426 South East-View Park Chicago, Illinois 60615	5/11/93 1112 West Garfield Boulevard	166.00
Dorothy Davis 636 Hillview Court West Chicago, Illinois 60185	1/30/94 3900 South Ashland Avenue	167.00
Gregory Steve Fayne 4444 North Sawyer Avenue Chicago, Illinois 60625	1/28/94 3956 North California Avenue	205.00 20.00*
John Thomas Foote Apartment 2 6806 South Calumet Avenue Chicago, Illinois 60637	1/14/94 6847 South Halsted Street	54.24
Raymond Gaik 13217 South Escanaba Avenue Chicago, Illinois 60633	1/6/94 10931 South Ewing Avenue	830.00
Henry Gary 8553 South Dorchester Avenue Chicago, Illinois 60619	2/18/94 West 95th and South Lafayette Avenue	200.00 100.00*
Arthur Geberin, Jr. 9545 Cleveland Street Crown Point, Indiana 46307	1/27/94 2634 East 130th Street	90.00
Harry Gembala 5726 North Moody Avenue Chicago, Illinois 60646	2/18/94 6001 North Nagle Avenue	60.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Russell Givens Apartment 1902 1551 Northwest 19th Street Grand Praire, Texas 75050	3/23/93 West 71st and South Eggleston Avenue	\$137.00
Debra Leticia Gordils 4112 North Albany Avenue Chicago, Illinois 60618	4/26/93 520 North Western Avenue	75.00
Vito James Graziano 1349 West Melrose Street Chicago, Illinois 60657	2/15/94 5019 West Fullerton Avenue	490.00
Ronald Grenda 15637 Vista Drive Oak Forest, Illinois 60452	2/9/94 3621 South California Avenue	151.00
Catherine Hayes 8330 South Komensky Avenue Chicago, Illinois 60652	2/1/94 2200 West 43rd Street	454.00
John Anthony Hedgeman 918 South Lombard Oak Park, Illinois 60304	7/20/93 4430 South Wabash Avenue	74.00
Laddie Hodges, Jr. 9144 South Laflin Street Chicago, Illinois 60620	1/28/94 8831 South Dr. Martin Luther King, Jr. Drive	98.00
Willie S. Johnson 4815 South Princeton Avenue Chicago, Illinois 60609	2/28/94 2200 South Halsted Street	257.00
Geraldine Jones 1639 West 92nd Place Chicago, Illinois 60620	1/30/94 4000 South Pulaski Road	570.00
Edward Jones, Jr. 1235 South 19th Avenue Maywood, Illinois 60153	2/15/94 3340 North Damen Avenue	290.00

Name And Address	Date And Location	Amount
Barbara Juskiw and State Farm Insurance Company 1045 Des Plaines Avenue Forest Park, Illinois 60130	12/28/93 710 South Kostner Avenue	\$600.00
David Kalish 6617 North Oconto Avenue Chicago, Illinois 60631	3/1/94 3930 North Keeler Avenue	66.00
Elizabeth Kassebaum 617 Vine Avenue Park Ridge, Illinois 60068	3/6/94 East Oak Street and North Lake Shore Drive	182.40
Carole J. Katz Apartment 12A 3150 North Lake Shore Drive Chicago, Illinois 60657	2/17/94 North Kostner Avenue and West Wellington Avenue	98.00
Yasmine A. Kiss 412 South Home Park Ridge, Illinois 60068	1/29/94 West Addison Street and North Western Avenue	111.00
Reverend Timothy Knauff 18719 Highland Avenue Homewood, Illinois 60430	2/6/94 South St. Lawrence Avenue and East 51st Street	273.00
Ada Kolmodin 6805 West Highland Avenue Chicago, Illinois 60631	1/28/94 North Kedzie Avenue and West Fullerton Avenue	101.00
David Kolner Apartment 1 720 Erie Oak Park, Illinois 60302	1/31/94 3601 West Addison Street	95.00
Raymond Kucera 2125 South Ridgeland Avenue Berwyn, Illinois 60402	2/18/94 1109 West Berwyn Avenue	261.00

Name And Address	Date And Location	Amount
Raymond Kucera 2125 South Ridgeland Avenue Berwyn, Illinois 60402	2/11/94 4551 West Irving Park Road	\$215.00
Dorothy Lawrence P.O. Box 13065 Chicago, Illinois 60613	1/28/93 5000 South Pulaski Road	94.00 50.00*
Kathleen Levickis and American Ambassador Casualty Company Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	12/15/93 3347 West 51st Street	175.00 145.00*
James Lipscomb 5130 South Wabash Avenue Chicago, Illinois 60615	1/29/94 Garfield Boulevard and South State Street	261.00
Molykutty Lukose 7620 West Strong Harwood Heights, Illinois 60556	1/19/94 4630 West Addison Street	120.00
Mildred Helen Madej 4843 North Rutherford Avenue Chicago, Illinois 60656	12/21/93 6000 West Lawrence Avenue	65.98
Matthew Maltz 2717 West Rascher Avenue Chicago, Illinois 60625	1/26/94 2105 West Lawrence Avenue	60.00
Patricia Mazurek 2043 West Fletcher Street Chicago, Illinois 60618	1/23/94 2967 North Clybourn Avenue	87.00
George Michael McCorry 2648 West Farwell Avenue Chicago, Illinois 60645	2/20/94 5775 North Ridge Avenue	51.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Anthony Millspaugh 8641 West Foster Avenue Chicago, Illinois 60656	1/22/94 700 West Melrose Street	\$ 72.00
Walter Mitziga Apartment 5A-N 2772 East 75th Street Chicago, Illinois 60649	12/28/93 South Ewing Avenue at East 93rd Street	150.00
Louis Morelli 3253 North Odell Avenue Chicago, Illinois 60634	2/22/94 3417 North Oriole Avenue	50.00
Idessa K. Muhammad 8651 South Essex Avenue Chicago, Illinois 60617	1/20/94 East 87th and South South Chicago Avenue	215.00
Julio Perez 1st Floor 4415 West George Street Chicago, Illinois 60641	3/4/94 555 South Kostner Avenue	38.00
Robert Powell 1st Floor 818 North Drake Avenue Chicago, Illinois 60651	2/23/94 2650 West Madison Street	30.00 190.00*
Mary T. Pruvf 5855 North Sheridan Road Chicago, Illinois 60660	3/26/94 North Artesian Avenue and West Pratt Avenue	64.00
William E. Rhodes 3517 South Francisco Avenue Chicago, Illinois 60632	2/27/94 2300 West 35th Street	142.00
Herminio Rivera 5225 West 29th Place Cicero, Illinois 60650	2/20/94 2121 West Ogden Avenue	125.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Alis Maria Safakas 6156 North Kimball Avenue Chicago, Illinois 60659	2/20/94 6211 North McCormick Road	\$116.00
Barbara Sahlins 5629 South University Avenue Chicago, Illinois 60637	2/28/94 4700 South Lake Shore Drive	332.00
Alvin Santiago 1410 North Western Avenue Chicago, Illinois 60622	1/26/94 4759 West Grand Avenue	123.00
James A. Sauve 6240 North Wayne Avenue Chicago, Illinois 60660	2/26/94 5500 North Ashland Avenue	65.00
Mary Lee Schneider 2940 -- 2943 North Lakewood Avenue Chicago, Illinois 60657	1/23/94 3000 West Belmont Avenue	185.00
Joan Schulhoff 2450 West Albion Avenue Chicago, Illinois 60645	4/19/94 6200 North California Avenue	220.00
Joseph A. Semerling 1424 West George Street Chicago, Illinois 60657	1/28/94 3605 North Lincoln Avenue	77.00
Stephen M. Shelfoon One North 1548 West Sherwin Avenue Chicago, Illinois 60626	2/16/94 500 West Wilson Avenue	264.00 100.00*
Edric Sizemore 12348 South Ada Street Calumet City, Illinois 60643	1/31/94 9500 South Dr. Martin Luther King, Jr. Drive	35.00 50.00*
Dennis Stankus 13002 South Brandon Avenue Chicago, Illinois 60633	2/8/94 2636 East 130th Street	299.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jeff Curtiss Stevens Apartment 1F 2217 North Hoyne Avenue Chicago, Illinois 60647	2/22/94 2100 North Ashland Avenue	\$156.00 15.00*
Deborah A. Strubin 11432 South St. Louis Avenue Chicago, Illinois 60655	10/16/93 3208 West 111th Street (alley behind Walgreens)	217.00
Willie Thompson 12442 South Union Avenue Chicago, Illinois 60628	1/12/94 West 69th and South Halsted Street	315.00*
Aruna M. Trivedi 9000 Chester Avenue Niles, Illinois 60714	2/18/94 2400 South Dr. Martin Luther King, Jr. Drive	73.00
Robert Troher 2347 North Melvina Avenue Chicago, Illinois 60639	1/23/94 3705 West Grand Avenue	60.00
Laura Michelle Uchison 8506 South Kolmar Avenue Chicago, Illinois 60652	2/28/94 West 87th Street and South Kedvale Avenue	202.00
Dorothy Wade 10555 South Rhodes Avenue Chicago, Illinois 60628	1/20/94 8725 South Dr. Martin Luther King, Jr. Drive	98.00
Anna Mae Warywoda 6226 South Kenneth Avenue Chicago, Illinois 60629	1/13/94 901 South Cicero Avenue	180.00 40.00*
Joseph F. Washington III Unit 713 1380 East Hyde Park Boulevard Chicago, Illinois 60615	2/1/94 7900 South Stony Island Avenue	224.00
Mary L. Watkins 10105 South Perry Avenue Chicago, Illinois 60628	12/17/93 West 95th and South Princeton Avenue	110.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Sheila Sue Watts 714 South Oakley Avenue Chicago, Illinois 60612	7/19/93 West 18th and South Western Avenue	\$ 25.00 210.00*
Wade Whitehead 1st Floor 7436 South East End Avenue Chicago, Illinois 60649	1/24/94 7025 South Jeffery Boulevard	100.00
Maudry Mae Williams 4614 West Jackson Boulevard Chicago, Illinois 60644	3/7/95 2406 West Jackson Boulevard	85.00
Bernay Wise-Bey 1124 North Spaulding Avenue Chicago, Illinois 60651	12/31/93 North Francisco Avenue and West Division Street	85.00
Janet Lynn Zierk 2858 North Luna Avenue Chicago, Illinois 60641	2/2/94 West Fullerton Avenue and North Lavergne Avenue	90.00

Damage To Vehicle.

*Department Of Transportation/Bureau Of Bridges:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Safdar Hussain and American Country Insurance Company 222 North LaSalle Street Chicago, Illinois 60601	7/22/93 15 East Wacker Drive	\$708.00 20.00*

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Transportation/Office Of Highways And Bridges:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
J. J. Carter & Son and Royal Insurance Company P. O. Box 105536 Atlanta, Georgia 30348	7/14/93 410 North Milwaukee Avenue (viaduct)	\$1,500.00

Personal Damage.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Walt Gluszek 4922 West Altgeld Street Chicago, Illinois 60639	1/17/95 4922 West Altgeld Street	\$63.72

Damage To Property.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-110 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/19/95 10320 South Church Street	\$780.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-276 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/13/95 2535 West 39th Place	\$1,500.00
The Peoples Gas Light and Coke Company File 95-0-124 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/21/94 4224 West Walton Street	260.00
The Peoples Gas Light and Coke Company File 95-0-130 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/30/95 350 West 59th Street	610.00
The Peoples Gas Light and Coke Company File 95-0-120 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/19/94 2738 West Belmont Avenue	544.00
The Peoples Gas Light and Coke Company File 95-0-126 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/2/95 6315 North Campbell Avenue	1,140.00
The Peoples Gas Light and Coke Company File 95-0-275 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/13/95 2531 West 39th Place	1,360.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-121 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/2/94 3529 North Wilton Avenue	\$720.00
The Peoples Gas Light and Coke Company File 95-0-132 19th Floor 130 East Randolph Street Chicago, Illinois 60601	11/9/94 10953 South Michigan Avenue	545.00
The Peoples Gas Light and Coke Company File 95-0-119 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/20/94 2171 North Milwaukee Avenue	280.00
The Peoples Gas Light and Coke Company File 95-0-122 19th Floor 130 East Randolph Street Chicago, Illinois 60601	12/14/94 2736 North Artesian Avenue	507.00
The Peoples Gas Light and Coke Company File 95-0-101 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/11/95 5517 West Gladys Avenue	845.00
The Peoples Gas Light and Coke Company File 95-0-129 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/20/95 5157 -- 5159 South Archer Avenue	485.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Jeanne A. Keller 1831 South Drake Avenue Chicago, Illinois 60623	1/18/95 1655 South Central Park Avenue	\$ 65.00*
Kathleen Hennessy Apartment 901 451 West Wrightwood Avenue Chicago, Illinois 60614	12/16/94 6711 North Sheridan Road	203.00
Anthony Sipich 4142 West 79th Place Chicago, Illinois 60652	3/9/95 South Cicero Avenue and West 79th Street	350.00
Karen Elisa Sysol 4743 North Paulina Street Chicago, Illinois 60640	1/31/94 4000 North Ashland Avenue	245.00
Daniel Thomas 4106 North Mason Avenue Chicago, Illinois 60634	9/3/94 5533 North Nagle Avenue	240.00

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ameritech Illinois File 94-188CEP Room 2H 212 West Washington Street Chicago, Illinois 60606	1/11/94 Northeast corner of North Lemont Avenue and North Sauganash Avenue	\$504.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Syed Ali Suite 225 200 West Monroe Street Chicago, Illinois 60606	8/9/94 During towing	\$ 825.00 565.00*
David Andalcio 6556 West Higgins Road Chicago, Illinois 60656	2/4/94 During towing	290.00
John Brandstatter 3613 Tomlinson Drive Logansport, Indiana 46947	2/2/94 During towing	168.00 30.00*
Brian M. Coffman 1765 West Granville Avenue Chicago, Illinois 60660	11/9/93 During towing and in auto pound	866.00 160.00*
Lacy Corker in care of Doristene Grant 1645 North Lockwood Avenue Chicago, Illinois 60639	2/19/94 During towing	1,182.00
Abraham Cruz, Jr. and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	12/16/93 During relocation	975.00
Denis James Gosselin Number 14C 3500 North Lake Shore Drive Chicago, Illinois 60657	2/12/94 During towing	832.00
Wendie Hinkes 19 North Ada Street Chicago, Illinois 60607	1/17/94 During towing	366.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
David Jahnke Apartment 8 5267 North Central Avenue Chicago, Illinois 60630	1/15/94 During towing	\$525.00
Lamar Johnson Floor 3 212 East 44th Street Chicago, Illinois 60653	12/23/93 During towing	528.00 100.00*
Laurie Jo Koshgarian Unit 101 1720 North Marshfield Avenue Chicago, Illinois 60622	2/19/94 During towing	453.00
Kevin James Murphy Apartment 2B 824 West Armitage Avenue Chicago, Illinois 60614	12/11/93 During towing	255.00
Dennis James Mushol Unit 1708 3930 North Pine Grove Avenue Chicago, Illinois 60613	12/17/94 During towing	973.00
Augusto Olivia 5159 North Keating Avenue Chicago, Illinois 60630	1/4/94 During towing	567.00
Fred R. Schneider 930 Kings Row Palatine, Illinois 60074	12/13/93 During towing	263.00
Alicia Margaret Seibert 1N195 Cypress Lane Winfield, Illinois 60190	12/9/93 During towing	330.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Janet Shank and Prudential Insurance Company P.O. Box 902 Fort Washington, Philadelphia 19034	12/11/93 During towing	\$991.00
Matthew R. Simon Apartment 317 5555 North Sheridan Road Chicago, Illinois 60640	12/9/93 During towing	977.00
Susan Marie Thomas 1130 Burgundy Lane Manchester, Missouri 63011	7/19/92 During towing	694.00 50.00*
Robin Lynn Tilford 4905 Ulrich Road Louisville, Kentucky 40299	12/5/93 During towing	354.00
Murray Williams Apartment 2B 5521 West Gladys Avenue Chicago, Illinois 60644	3/14/94 During towing	943.00 120.00*

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
William Gomolinski 3626 West 70th Place Chicago, Illinois 60629	2/13/95 3626 West 70th Place	\$650.00

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ruth Bolden 1410 South Komensky Avenue Chicago, Illinois 60623	1/11/94 1410 South Komensky Avenue	\$386.00
Louis Hildebrandt and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	6/9/93 3868 North Ottawa Avenue	800.00

Personal Damage.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Eugene Grim and State Farm Insurance Company 2702 Ireland Grove Road Bloomington, Illinois 61709	9/23/92 6901 West Berwyn Avenue	\$220.00 150.00*

* To City of Chicago, Bureau of Parking

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Bo Jian Lei and State Farm Insurance Company Suite 200 580 Waters Edge Lombard, Illinois 60148	2/28/94 2715 D South Quinn Street	\$295.00
Rosalie Smith Apartment 2E 2317 West Morse Avenue Chicago, Illinois 60645	1/9/95 2317 West Morse Avenue	70.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Lakisha D. Bridges 405 South Lockwood Avenue Chicago, Illinois 60644	3/14/94 1132 North Massasoit Avenue	\$ 10.00 200.00*
Patricia Dorsey 6427 South Hoyne Avenue Chicago, Illinois 60636	11/5/93 West 79th and South California Avenue	257.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
C. Sugar Hampton 1241 South Independence Boulevard Chicago, Illinois 60623	1/3/93 3300 South Pulaski Road	\$1,450.00 50.00*
Ramiro Hernandez 4615 West Grace Street Chicago, Illinois 60641	2/24/94 4615 West Grace Street	714.00
Jerome John Juszcyk 6150 North Nassau Street Chicago, Illinois 60631	3/24/94 2320 North Elston Avenue	209.00
Samuel S. Kibaya and American Manufacturers Mutual 3030 Salt Creek Lane Arlington Heights, Illinois 60006	10/19/93 West Irving Park Road and North Kilpatrick Avenue	1,500.00
Walter Edward Linderman 2057 North Neva Avenue Chicago, Illinois 60635	2/22/94 517 West Webster Avenue	640.00
Moazzam Lokhandwala Apartment B 6436 North Leavitt Street Chicago, Illinois 60645	1/27/94 5798 North Ridge Avenue	914.00
James B. McAuley 705 South Scoville Avenue Oak Park, Illinois 60304	9/2/93 2112 South Avers Avenue	310.00
Erlestine McBride and State Farm Insurance Company 185 North Randall Road Batavia, Illinois 60510	4/30/90 South Jeffery Boulevard and East 83rd Street	349.00 550.00*
Roosevelt Moore 10224 South Eggleston Avenue Chicago, Illinois 60628	3/2/94 South Eggleston Avenue and West 102nd Street	849.00 150.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Edward Pudlo 1635 North Karlov Avenue Chicago, Illinois 60639	1/12/94 West Grand Avenue and North Rockwell Street	\$1,219.00
Irene Watkins 7928 South Euclid Avenue Chicago, Illinois 60617	2/26/94 7928 South Euclid Avenue	366.00
Louis Weddle 434 West 56th Street Chicago, Illinois 60621	2/25/94 456 East 61st Street	477.00 150.00*
Louise Williams 3rd Floor 4849 South Vincennes Avenue Chicago, Illinois 60615	2/26/94 4849 South Vincennes Avenue	20.00 115.00*
Robert Williams 11016 South Normal Avenue Chicago, Illinois 60628	2/23/94 11020 South Normal Avenue	144.00 100.00*

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Street Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Bernard Simpson 6804 South Wolcott Avenue Chicago, Illinois 60636	10/27/93 Police Auto Pound	\$225.00 20.00*

* To City of Chicago, Bureau of Parking

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Location	Amount
Catherine L. Wallace 5803 North Elston Avenue Chicago, Illinois 60646	3/13/95 5803 North Elston Avenue	\$400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 5334
through 5335 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN
SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

(Continued on page 5336)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/02/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ARMITAGE-HOWE CONDOMINIUM ASSN	15	ANNUAL	1,125.00	CHARLES BERNARDINI	43
ASTOR-BANKS CONDOMINIUM ASSN.	11	ANNUAL	825.00	CHARLES BERNARDINI	43
AZTEC CONDOMINIUM ASSOCIATION	16	ANNUAL	1,200.00	CHARLES BERNARDINI	43
BELDEN LANDMARK CONDO. ASSN.	12	ANNUAL	900.00	CHARLES BERNARDINI	43
BELDEN-COMMONWEALTH CONDO.	12	ANNUAL	900.00	CHARLES BERNARDINI	43
BISSELL COMMONS CONDO. ASSOC.	13	ANNUAL	733.00	CHARLES BERNARDINI	43
CAMERON CONDOMINIUM ASSN.	12	ANNUAL	900.00	BURTON F. NATARUS	42
CHICAGO-CONCORD LANE CONDO.	20	ANNUAL	1,500.00	CHARLES BERNARDINI	43
CHIPPEWA APARTMENTS ASSN.	35	ANNUAL	3,168.00	TONI PRECKWINKLE	04
CLEVELAND/ARMITAGE CONDO. ASSN.	13	ANNUAL	975.00	CHARLES BERNARDINI	43
CORNELL VILLAGE TOWER CONDO.	148	ANNUAL	8,600.00	TONI PRECKWINKLE	04
DEARBORN PARK TOWNHOUSE CONDO	51	ANNUAL	3,825.00	JESSE GRANATO	01
DEARBORN PARK UNIT ONE	144	ANNUAL	10,800.00	JESSE GRANATO	01
DELAWARE PLACE CONDO ASSOC.	16	ANNUAL	1,200.00	BURTON F. NATARUS	42
DICKENS COURT CONDOMINIUM ASSN	42	ANNUAL	3,150.00	CHARLES BERNARDINI	43
DICKENS PLACE CONDO. ASSN.	29	ANNUAL	1,875.00	CHARLES BERNARDINI	43
DORCHESTER CONDOMINIUM ASSN.	24	ANNUAL	1,800.00	TONI PRECKWINKLE	04
DORRIDGE CONDOMINIUM ASSN.	15	ANNUAL	1,125.00	TONI PRECKWINKLE	04
EATON PLACE CONDO. ASSN.	6	ANNUAL	450.00	TONI PRECKWINKLE	04
ELLIS ESTATES CONDOMINIUM	9	ANNUAL	675.00	TONI PRECKWINKLE	04
EUGENIE LANE CONDOMINIUM ASSN.	24	ANNUAL	1,800.00	CHARLES BERNARDINI	43
EUGENIE PARK CONDO. ASSN.	32	ANNUAL	2,400.00	CHARLES BERNARDINI	43
EUGENIE TERRACE TOWNHOMES	72	ANNUAL	4,840.00	CHARLES BERNARDINI	43
EUGENIE WELLS CONDO ASSOC.	10	ANNUAL	750.00	CHARLES BERNARDINI	43
EVERETT CONDO ASSOC.	16	ANNUAL	1,200.00	BARBARA HOLT	05
FIRST HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	TONI PRECKWINKLE	04
FULLERTON COLONNADE CONDO	14	ANNUAL	1,050.00	CHARLES BERNARDINI	43
FULLERTON-GENEVA CONDO. ASSN.	19	ANNUAL	1,164.00	CHARLES BERNARDINI	43
HAMPTON HOUSE CONDOMINIUM	88	ANNUAL	3,849.50	BARBARA HOLT	05
HEATHER OAKS CONDOMINIUM ASSN.	30	ANNUAL	2,222.60	BERNARD J. HANSEN	44
HUDSON PLACE CONDOMINIUM ASSN.	21	ANNUAL	1,575.00	CHARLES BERNARDINI	43
JACKSON SHORE COOPERATIVE	20	ANNUAL	1,500.00	BARBARA HOLT	05
KENMORE TOWNHOUSE CONDO. ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
LAKE SHORE LAND ASSOCIATION	13	ANNUAL	975.00	BURTON F. NATARUS	42
LARRABEE COMMONS CONDO. ASSN.	50	ANNUAL	3,750.00	CHARLES BERNARDINI	43
LARRABEE TERRACE CONDO. ASSN.	16	ANNUAL	1,200.00	CHARLES BERNARDINI	43
LINCOLN PARK VILLAS CONDO.	43	ANNUAL	3,225.00	CHARLES BERNARDINI	43
MCCORMICK MANSION CONDO. ASSN.	9	ANNUAL	675.00	CHARLES BERNARDINI	43
MEMORNEE LANE CONDO ASSOC	14	ANNUAL	1,050.00	CHARLES BERNARDINI	43
PARK ASTOR CONDOMINIUM	53	ANNUAL	2,238.90	BURTON F. NATARUS	42
PARK LAWRENCE CONDO. ASSOC.	14	ANNUAL	1,050.00	PATRICK J. LEVAR	45
PARK PLACE CONDOMINIUM II	18	ANNUAL	1,104.00	THOMAS W. MURPHY	18
PARK PLACE IV CONDO. ASSOC.	18	ANNUAL	1,104.00	THOMAS W. MURPHY	18
SANGAMON LOFT	81	ANNUAL	6,075.00	JESSE GRANATO	01
SHAKESPEARE BUILDING CORP.	25	ANNUAL	1,716.00	CHARLES BERNARDINI	43

8/2/95

REPORTS OF COMMITTEES

5335

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 8/02/95

CONDOMINIUM/ COOPERATIVE NAME	ND. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
SODA POP FACTORY CONDO. ASSN.	9	ANNUAL	640.00	CHARLES BERNARDINI	43
ST. MICHAEL'S HOMEOWNERS ASSN.	97	ANNUAL	7,217.00	CHARLES BERNARDINI	43
THE BROWNSTONE CONDOMINIUMS	75	ANNUAL	4,773.96	BURTON F. NATARUS	42
THE NARRAGANSETT CONDO ASSOC.	63	ANNUAL	2,280.00	TONI PRECKWINKLE	04
THE NORTH PARK CONDO ASSOC.	30	ANNUAL	2,250.00	CHARLES BERNARDINI	43
THE VEDADO CONDO ASSOC.	27	ANNUAL	1,764.00	CHARLES BERNARDINI	43
TUDOR GABLES BUILDING CORP.	116	ANNUAL	3,630.00	TONI PRECKWINKLE	04
WARWICK CONDOMINIUM ASSN.	55	ANNUAL	4,125.00	BURTON F. NATARUS	42
WILLOW-DAYTON CONDOMINIUM ASSN	41	ANNUAL	3,075.00	CHARLES BERNARDINI	43
WINSTON COURT CONDOMINIUM	23	ANNUAL	1,725.00	TONI PRECKWINKLE	04
1100 W. MONTANA CONDOMINIUM	22	ANNUAL	1,650.00	CHARLES BERNARDINI	43
1234 MADISON PARK CONDOMINIUM	12	ANNUAL	900.00	TONI PRECKWINKLE	04
1245 N. DEARBORN CONDO. ASSN.	10	ANNUAL	750.00	BURTON F. NATARUS	42
1295 STATE PARKWAY CONDOMINIUM	62	ANNUAL	4,650.00	BURTON F. NATARUS	42
1320 N. STATE CO-OP APTS.	40	ANNUAL	3,000.00	BURTON F. NATARUS	42
1348-50 HYDE PK CONDO ASSOC.	6	ANNUAL	450.00	TONI PRECKWINKLE	04
1350 N. ASTOR CO-OP APTS, INC.	50	ANNUAL	3,750.00	BURTON F. NATARUS	42
1660 CONDOMINIUM ASSOCIATION	492	ANNUAL	22,068.25	CHARLES BERNARDINI	43
2130 LINCOLN PARK WEST CONDO	33	ANNUAL	2,475.00	CHARLES BERNARDINI	43
2309-19 COMMONWEALTH CONDO.	31	ANNUAL	2,316.00	CHARLES BERNARDINI	43
2336 N. COMMONWEALTH CONDO.	48	ANNUAL	2,085.00	CHARLES BERNARDINI	43
2430 N. LAKEVIEW AVE. CO-OP	17	ANNUAL	1,275.00	CHARLES BERNARDINI	43
2440 N. LAKEVIEW COOP APTS.	104	ANNUAL	5,775.00	CHARLES BERNARDINI	43
257 EAST DELAWARE CONDO.	30	ANNUAL	2,250.00	BURTON F. NATARUS	42
4747 KENWOOD CONDOMINIUM	12	ANNUAL	900.00	TONI PRECKWINKLE	04
5000 CORNELL CONDOMINIUM ASSN.	77	ANNUAL	5,775.00	TONI PRECKWINKLE	04
5000 EAST END COOPERATIVE APTS	96	ANNUAL	5,280.00	TONI PRECKWINKLE	04
5115-49 CORNELL CONDOMINIUM	16	ANNUAL	1,200.00	TONI PRECKWINKLE	04
512 W. BELDEN CONDO ASSOC	26	ANNUAL	1,248.00	CHARLES BERNARDINI	43
5201 S. UNIVERSITY CONDO. ASSN.	13	ANNUAL	975.00	TONI PRECKWINKLE	04
5216-18 S. DORCHESTER CONDO.	6	ANNUAL	450.00	TONI PRECKWINKLE	04
5302-12 CORNELL CONDOMINIUM	19	ANNUAL	1,125.00	BARBARA HOLT	09
549-51 W. BELDEN CONDO. ASSN.	20	ANNUAL	1,500.00	CHARLES BERNARDINI	43
6612 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
6740 W. 64TH PLACE	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23

(Continued from page 5333)

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 5337
through 5338 of this Journal.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
BANNOR, NORMAN L.	10-36-119-003-1027	50 STONE	50.00
BARTUSIAK, JOSEPHINE B.	14-16-301-041-1578	46 SHILLER	50.00
BATTNER, SZYMON	10-36-119-003-1011	50 STONE	50.00
BERGER, CAROL C.	13-15-410-032-1009	30 NOJCIK	50.00
BLUM, EVA	10-36-118-005-1045	50 STONE	50.00
BOBRICK, NIMHETTE D.	14-05-203-011-1096	46 SHILLER	50.00
BOCK, VIRGIL F.	14-21-101-034-1198	46 SHILLER	50.00
BOGUES, ELISHEBA	20-35-113-107-0000	08 DIXON	50.00
BURNAN, KAY	14-28-206-005-1119	44 HANSEN	50.00
COLLINS, ROSEMARIE	17-04-210-027-1008	42 NATARUS	50.00
CORBISIERO, CARMINE	17-03-222-023-1351	42 NATARUS	50.00
COSTA, SALVATORE	13-18-409-033-1002	38 ALLEN	50.00
COSTELLO, RICHARD	17-10-105-014-1181	42 NATARUS	50.00
DALESSANDRO, WILLIAM	17-03-226-065-1227	42 NATARUS	50.00
DAVIS, SAMUEL C.	17-10-105-014-1180	42 NATARUS	50.00
DRISCOLL, MARY C.	19-19-208-050-1019	23 ZALENSKI	50.00
ELLIS, MIRIAM J.	20-12-108-039-1195	04 PRECKWINKLE	50.00
EPSTEIN, JOAN H.	17-03-201-076-1002	42 NATARUS	50.00
ERICKSON, IRMA A.	17-03-226-065-1256	42 NATARUS	50.00
EVERETT, IRMA H.	17-03-200-063-1138	42 NATARUS	50.00
EVINS, VIDLET	13-02-220-036-8002	50 STONE	50.00
FADRAGAS, ANGELA	14-05-211-024-1001	48 SMITH	50.00
FELDMAN, HELEN	17-03-226-065-1044	42 NATARUS	50.00
FOX, MAGDALENA	10-36-320-055-1004	50 STONE	50.00
GIDWITZ, VICTOR E.	17-03-226-065-1248	42 NATARUS	50.00
GINSBERG, SAMUEL M.	13-11-200-040-1007	39 LAURINO	50.00
GRAY, MAE F.	16-16-109-016-0000	29 BURRELL	50.00
GRAYSON, DELIA B.	17-16-419-004-1193	02 HAITHCOCK	50.00
GRUBMAN, EILEEN	14-05-407-015-1008	48 SMITH	50.00
HAGEN, DOROTHY J.	17-03-200-063-1038	42 NATARUS	50.00
HIRSCH, HERMAN	14-16-300-027-1042	46 SHILLER	50.00
HOSKINS, DORSEY	20-34-413-060-0000	06 STEELE	50.00
IRWIN, LOUETTA	14-21-110-020-1304	46 SHILLER	50.00
IZAK, PECHTER	10-36-119-003-1085	50 STONE	50.00
KASSRIEL, ROBERT S.	17-04-207-087-1007	42 NATARUS	50.00
KHOSABA, BERTHA M.	17-10-400-012-1042	42 NATARUS	50.00
KING, NEIL J.	17-03-208-022-1006	42 NATARUS	50.00
KLONDER, RANDHA	14-06-214-017-0000	40 O'CONNOR	50.00
KNIECIK, LAWRENCE	14-21-101-034-1155	46 SHILLER	50.00
KOPLAR, ALAN E.	17-03-215-013-1432	42 NATARUS	50.00
KULBARSH, BEVERLY	17-04-424-051-1497	42 NATARUS	50.00
LEIB, EARL	13-12-120-045-0000	40 O'CONNOR	50.00
LIDHART, BYRON R.	14-16-304-042-1123	46 SHILLER	50.00
MEITUS, PAUL	17-03-207-068-1044	42 NATARUS	50.00
MILLER, JOAN & HERBERT	17-03-207-068-1161	42 NATARUS	50.00
NIELSEN, JANET T.	17-10-200-068-1021	42 NATARUS	50.00
NILSEN, LORRAINE E.	17-10-400-012-1297	42 NATARUS	50.00
NISHI, SALLY	14-05-215-015-1189	48 SMITH	50.00
O'HARA, MARCARET	11-31-114-023-1005	50 STONE	50.00
O'NEAL, ANN M.	19-19-209-048-1005	23 ZALENSKI	50.00
PACOUNIS, DURANIA	13-12-200-048-0000	40 O'CONNOR	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
PERRY, CHARLES B.	17-10-400-012-1710	42 NATARUS	50.00
PRITKIN, HARVIN E.	17-03-226-065-1220	42 NATARUS	50.00
QUILLIN, ELIZABETH	13-16-115-045-1012	45 LEVAR	50.00
SALTZMAN, IRVING M.	17-03-226-065-1111	42 NATARUS	50.00
SCHOLINSKY, DOROTHY L.	13-08-425-157-1008	45 LEVAR	50.00
SCHWARTZ, EDWARD H.	17-03-226-065-1246	42 NATARUS	50.00
SELFIDGE, FREDERICK	17-03-102-032-1007	42 NATARUS	50.00
SHAFFER, FRANK J.	17-03-102-032-1020	42 NATARUS	50.00
SHAPIRO, GEORGIA	14-28-200-003-1166	44 HANSEN	50.00
SHUNTERAY, PAULINA	13-12-119-040-0000	40 D'CONNOR	50.00
SIEGEL, LOIS B.	17-03-226-065-1078	42 NATARUS	50.00
SOLOMON, EDNA	17-03-226-065-1056	42 NATARUS	50.00
STEIN, EDWARD B.	17-03-226-065-1022	42 NATARUS	50.00
STEINBERG, EVA	17-03-226-065-1136	42 NATARUS	50.00
STRASBURG, HARRY	17-03-113-003-0000	42 NATARUS	50.00
VALENTINO, RICHARD A.	13-22-219-024-0000	30 WOJCIK	50.00
VERNER, KATHRYN	17-10-122-022-1193	42 NATARUS	50.00
WALSH, META B.	17-10-400-012-1275	42 NATARUS	50.00
WALTER CLADYS E.	14-08-203-001-0000	48 SMITH	50.00
WALTZER, HELENE S.	17-04-216-064-1417	42 NATARUS	50.00
WEINER, EUGENE H.	14-05-211-016-1044	48 SMITH	50.00
WEISBARD, SAMUEL	17-03-202-063-1056	42 NATARUS	50.00
WHEATLEY, GERTRUDE	20-34-413-024-0000	06 STEELE	50.00
WINTERNITZ, RUTH	17-03-106-027-1040	42 NATARUS	50.00
ZARAZA, GENEVIEVE T.	13-08-414-056-1007	45 LEVAR	50.00
ZEBRAUSKAS, JOHN & JOSEPHINE	19-27-401-038-1061	13 OLIVO	50.00
		* TOTAL AMOUNT	3,850.00

Do Not Pass -- SUNDRY CLAIMS FOR
VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on November 6, 1992 and on subsequent dates, sundry claims as follows:

Aaron, Jeffery L.

Alamo Rent-A-Car

Alton Transport, Inc.

Aly, Noah

Aquino, Elena F.

Arana, Mirna

Armstrong, Christopher A.

Bafia, Joze and State Farm Insurance

Balachowski, Florence

Banks, Jerry W.

Banks, Scott

Beltran, Dioncia

Bigos, Jeffrey Scott

Bragg, Velma K.

Brodin, Linda and Bobby and Allstate Insurance Company

Brown, Alcelia

Buckles, Maurice

Carroll, David

Cortez, Valorie and Allstate Insurance Company

Dorsey, Norman W.

Dublin, Joseph

Gaddis, William

Garrity, Timothy and Chicago Motor Club Insurance

Gibbons, Thomas P. and Allstate Insurance Company

Gombarczyk, Milan

Halle, Brent Alan

Hill, Edwin and Allstate Insurance Company

Ignjatov, Trajce

Ionutescu, Cornel and Motors Insurance Corporation

Jaros, James C.

Jennings, Wesley A. and U.S.A.A.

Jones, David A.

Kloch, Genevieve

Kohn, Nancy and Standard Mutual Insurance Company

Kolodziej, Walter

Lacey, Rufus W.

Landecho, Maximiliano

Makki, Syed

Manka, Marian H.

Marek, Arlene

Martin, Robert

McCoy, Tnoila A.

McKatherine, Christine

Montes, Eifego and Olivia

Moreno, Ricardo J.

Moritz, Dan P. and U.S.A.A.

Mosley-McCall, Jeraldine and Amex Assurance Company

Norago, Beulah

Norred, Harold

Odesho, Richard

Ohr, Ron

Orozco, Jose Luis

Pavlik, Mary

Pawlak, Michael

Payne, Marshall

Peck, Amy and State Farm Insurance

Perez, Maria Jeannette

Perkins, Thelma

Rivera, Lydia

Robertson, Glenn and Safeco Insurance Company

Rushakoff, Marcy Lynn

Rutkowski, Angelika and Liberty Mutual Insurance Company

Salgado, Jose L.

Santana, Jose and Allstate Insurance Company

Sarantopoulos, Angela

Sayegh, Alfred

Scott, Cozetta

Shields, Patrick W.

Slaick, Karen

Smith, Nathan

Spencer, Kevin and American Ambassador Casualty Company

Stanciel, Kenneth and Auto-Owners Insurance Company

Starr, Brian

Terrell, John Wesley

The Peoples Gas Light and Coke Company (3)

Trantina, David M. and State Farm Insurance

Vaidya, Hemlata

Walker, Alvin and GEICO

Weglarz, John

White, Cassandra

Williams, Cely

Williams, Larry R.

Wilson, Patricia A.

Wilson, Tracy

Wynn, Bryan George

Zaia, Wissam,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Placed On File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY)
PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an application for City of Chicago charitable solicitation (tag day) permits for Saint Barbara Elementary School, October 6 and 7, 1995 (citywide), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed application transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said application and report were *Placed on File*.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR AMENDMENT TO SEARS, ROEBUCK
AND COMPANY MIDWAY AIRPORT HANGAR
AGREEMENT AND APPROVAL OF
SUBLEASE FROM SEARS TO
WILLIAM WRIGLEY, JR.
COMPANY.

The Committee on Aviation submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on July 13, 1995) at the request of the Commissioner of Aviation, an

ordinance authorizing an amendment to the Sears, Roebuck and Company Midway Airport Hangar Agreement with the City of Chicago and approving a sublease from Sears to the William Wrigley, Jr. Company, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with Alderman John Buchanan and Alderman Thomas Murphy voting "no".

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), having a population in excess of 25,000, and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago Midway Airport (the "Airport"), and possesses the power and authority to lease premises and facilities and to grant rights and privileges with respect thereto; and

WHEREAS, The City and Sears, Roebuck and Co. ("Sears") are parties to a Hangar and Hangar Site Agreement dated as of July 1, 1983 ("Lease"); and

WHEREAS, The City and Sears desire to amend the Lease to clarify Sears' right to use the Airport and to adequately indemnify and insure the City for that use; and

WHEREAS, Article XV of the Lease provides that Sears shall not sublet the use of the leased premises, or any part thereof, without the approval of the City Council of the City of Chicago; and

WHEREAS, Article XV of the Lease further provides that the income derived by Sears under a sublease shall not exceed the amount of the proportionate share of the sublessee's obligations and expenses under the Lease, plus ten percent (10%) of such total; and

WHEREAS, Sears desires to sublet a portion of the leased premises to William Wrigley, Jr. Company ("Wrigley"); and

WHEREAS, Sears and Wrigley have warranted and represented to the City that the sublease between Sears and Wrigley ("Sublease") complies with Article XV of the Lease; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. This ordinance shall constitute consent to the Sublease in substantially the form attached hereto as Exhibit 1.

SECTION 3. The Commissioner of the Department of Aviation ("Commissioner") is hereby authorized to enter into an amendment of the Lease providing that consent for other subleases for less than all of the premises shall be that of the Commissioner.

SECTION 4. The Commissioner is hereby authorized to execute an amendment to the Lease in substantially the form attached hereto as Exhibit 2.

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

Exhibits 1 and 2 referred to in this ordinance read as follows:

*Exhibit 1.**Sublease.*

This Sublease (hereinafter "Sublease") is made and entered into as of this twenty-sixth day of June, 1995, by and between Sears, Roebuck and Company, a New York corporation ("Sublessor"), and William Wrigley, Jr. Company, a Delaware corporation ("Sublessee").

Witnesseth:

Whereas, Sublessor entered into that certain Hangar and Hangar Site Agreement ("Master Lease") dated July 1, 1983, between the City of Chicago, a municipal corporation of the State of Illinois, as landlord ("Landlord"), and Sublessor, as tenant, whereby Landlord is leasing to Sublessor certain land (the "Land"), legally described on (Sub)Exhibit A attached hereto and by this reference made a part hereof, and improvements located thereon (collectively, the "Demised Premises") located at Chicago Midway Airport in the City of Chicago, Cook County, State of Illinois. A copy of the Master Lease is attached hereto as (Sub)Exhibit B and made a part hereof.

Whereas, Sublessee desires to sublease from Sublessor and Sublessor is willing to sublease to Sublessee, a portion of the Demised Premises, subject to the terms and conditions of this Sublease;

Now, Therefore, For and in consideration of and subject to the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

1. Demise/Expansion Right.

- (a) Sublessor hereby subleases to Sublessee and Sublessee hereby accepts from Sublessor the premises consisting of approximately 12,000 square feet of hangar space, approximately 3,450 square feet of office space and approximately 1,000 square feet of hangar space along the south wall of the hangar (the exact amount and location of such space to be determined by Sublessor's engineer/architect), all as outlined on the plan attached hereto and made a part hereof as (Sub)Exhibit C ("Subleased Premises"), subject to the covenants, terms, provisions and conditions of the Master Lease. Sublessor's engineer/architect shall certify to Sublessee and Sublessor the exact number of square feet within the Subleased Premises.

- (b) Sublessor further grants Sublessee the right to use, in common with Sublessor, an area located along the east wall of the Demised Premises for the purpose of storing large pieces of equipment. Sublessor further grants to Sublessee a nonexclusive easement for parking the vehicles of Sublessee, its employees and business invitees, and for access, use of, ingress and egress for vehicles and pedestrians in common with Sublessor, over all parking areas, alleys, roadways, sidewalks, walkways, landscaped areas and surface water drainage systems and for use of parking lot lighting, all as presently existing on the Land.
- (c) Upon receipt of consent of Sublessor (which shall not be unreasonably withheld), Sublessee shall have the right to sublease at the rental provided in Section 4 hereof and upon all the other terms and conditions contained herein no less than 1,000 nor more than 4,000 square feet of additional hangar space (the exact size and location of such additional space to be agreed upon by the parties). In the event Sublessee so subleases any or all such additional square footage, such space shall, as of the date Sublessee first accepts possession thereof, become part of the Subleased Premises as defined herein.

2. Use.

- (a) Sublessee shall have the right to use the Subleased Premises for the operation of a hangar, for storage and maintenance of its own corporate aircraft, for the operation of related administrative offices, for loading and unloading of trucks, for parking of automobiles of its own employees and of others having business with Sublessee and for no other purpose whatsoever. Subject to the terms and conditions set forth in this Sublease and in the Master Lease, Sublessee shall have a non-exclusive right, coextensive with that of Sublessor, to use Chicago Midway Airport ("Airport") solely for the landing, taking off, flying over, taxiing, loading and unloading of aircraft operated by Sublessee, and any functions incidental thereto. Sublessee shall be wholly responsible for any fees, rates or charges Sublessee incurs for such use, and shall make all such required payments directly to Landlord pursuant to the terms of the Master Lease. Any use by Sublessee of the Subleased Premises shall be subject to and subordinate to the provisions of the Master Lease and Sublessee, its officers, employees, agents, customers, contractors,

subcontractors, licensees, invitees and suppliers shall be bound by and observe all rules and regulations under the Master Lease or promulgated by Landlord or Sublessor. Notwithstanding anything contained in the Master Lease to the contrary, Sublessee shall be responsible for obtaining any fuel needed for its aircraft.

- (b) Sublessee warrants and represents to Sublessor and to Landlord that Zeno Air, Inc., a Delaware corporation, is a wholly-owned subsidiary of Sublessee. Sublessor acknowledges that as such subsidiary of Sublessee, Zeno Air, Inc. may be the operator of Sublessee's operations at the Subleased Premises so long as such operator, Zeno Air, Inc. shall comply in all respects with the terms and provisions of this Sublease.

3. Term.

- (a) The term ("Term") of this Sublease shall commence on July 1, 1995 (the "Commencement Date") and continue for a period of five (5) years, terminating on June 30, 2000.
- (b) Sublessee shall have the option to extend the Term for one three (3) year period, which option shall be exercisable on written notice by Sublessee to Sublessor no later than ninety (90) days prior to the expiration of the Term. During any extension, all provisions of this Sublease will be effective, and references to Term will incorporate the extensions.
- (c) Sublessor shall have the right, throughout the Term, to terminate this Sublease by giving to Sublessee notice of such termination no later than eighteen (18) months prior to the effective date of termination. Notwithstanding the foregoing, if the Master Lease is terminated by any reason or for no reason, this Sublease shall automatically terminate concurrently therewith.
- (d) Sublessee shall have the right, throughout the Term, to terminate this Sublease as of the last day of any calendar month, by giving to Sublessor notice of such termination no later than thirty (30) days prior to the effective date of termination; provided, however, in the event of such termination by Sublessee, Sublessee shall pay to Sublessor on the date of such early termination, a sum equal to the rent which would have been paid by Sublessee to Sublessor hereunder if this Sublease had

continued through the end of the then current calendar year.

- (e) Upon the expiration of this Sublease, or its termination, Sublessee will surrender to Sublessor possession of the Subleased Premises in broom-clean condition.

4. Rent.

- (a) Sublessee shall pay as gross rental for the Subleased Premises during the first calendar year in which the Term falls, a sum equal to Fifteen and 75/100 Dollars (\$15.75) per square foot of space within the Subleased Premises (as certified by Sublessor's engineer/architect), which amount shall be payable in equal monthly installments (or a proportionate share thereof for any partial month), payable in advance upon the Commencement Date and thereafter on the first day of each month of the Term, to: Sears, Roebuck and Co., Department 902EXE, Sears Tower, Chicago, Illinois 60684, Attention: Peter Jerszynski, or to such other payee or at such other address as Sublessor shall direct by written notice. An administrative charge of five percent (5%) of the monthly payment shall be due for any payments not received by Sublessor by the fifth of the month.
- (b) As of January 1 of each year during the Term, and during any extension of the Term as provided in Subparagraph 3(b) hereof, the amount payable by Sublessee to Sublessor as gross rent hereunder shall automatically increase by three percent (3%) over the annual rent payable by Sublessee during the immediately preceding calendar year, and shall be payable under the same terms and conditions as provided in Subparagraph (a) of this Paragraph 4.
- (c) In addition to the charges provided above, Sublessee agrees to pay to Landlord (if Sublessee is charged directly by Landlord as a result of Sublessee's activities at the Subleased Premises) or to Sublessor (if such charges are imposed by Landlord against Sublessor as a result of Sublessee's operations at the Subleased Premises): (i) any landing fees charged, and (ii) any parking fee for Sublessee's corporate aircrafts. All such payments shall be made timely and prior to any penalty that may be imposed due to late payment thereof.

5. Hazardous Materials.

Except as required for the operation of Sublessee's business at the Subleased Premises and then only to the extent reasonably necessary and in a manner which is in strict accordance with all applicable laws and ordinances, no Hazardous Material (as hereinafter defined) shall be created, handled, placed, stored, used, transported or disposed of by Sublessee on the Subleased Premises and/or the Demised Premises. Sublessee shall indemnify, defend and hold Sublessor, its directors, officers, employees, agents and any successor to Sublessor's interest in the Subleased Premises harmless from and against any and all claims, Judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which result from Sublessee's breach of this paragraph. As used herein, "Hazardous Material" shall mean any substance that is toxic, ignitable, reactive, corrosive and that is regulated by any local government, the State of Illinois or the United States government. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Material" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

6. Services Provided By Sublessor.

- (a) Subject to Sublessee's repair and maintenance obligations as provided in Paragraph 7 hereof, Sublessor shall perform, or shall cause to be performed, all reasonably necessary day-to-day maintenance of the Subleased Premises and to the building of which it forms a part which is necessitated by ordinary wear and tear. Sublessor shall also provide to Sublessee ordinary and customary building services, including janitorial services, apron and hangar sweeping and apron snow removal, required in connection with the use and occupancy of the Subleased Premises.
- (b) The costs of installation and the use of any and all communications equipment shall be borne by Sublessee, and Sublessee shall be solely responsible for complying with any and all relevant regulation of the Federal Aviation Administration, Federal Communications Commission, Landlord and any other relevant governmental authority concerning the installation and

use of such communications equipment. Sublessor shall pay for the cost of all gas, electricity and water consumed by Sublessee in the Subleased Premises. Sublessor makes no representation as to the sufficiency or amount of any utility provided to the Subleased Premises. Sublessee agrees that Sublessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or interruption in furnishing any service, or the diminution in the quality or quantity thereof.

- (c) Sublessor shall provide to Sublessee security, in the form of security officers, at the Subleased Premises during the hours of 6:00 A.M. through 10:00 P.M. Monday through Friday of each week during the Term. Sublessor shall also grant to Sublessee the right to use its security monitoring system. Any costs related to any enhancement or modification made to such monitoring system at the request of Sublessee, any additional security personnel provided to the Subleased Premises at the request of Sublessee or any security personnel provided at Sublessee's request to the Subleased Premises beyond the hours stated above, shall be paid by Sublessee to Sublessor promptly upon receipt by Sublessee of an invoice therefor. Sublessee agrees to notify Sublessor, in advance, prior to each occurrence thereof during the Term, of any intent by Sublessee to allow third parties onto or into the Subleased Premises during hours other than those stated above and Sublessor shall have the right, exercisable in Sublessor's sole and reasonable discretion, to provide during such periods security personnel at Sublessee's cost.

7. Repairs And Maintenance.

Sublessee shall, at its own expense, make all repairs and replacements to or upon the Subleased Premises and perform all maintenance which becomes necessary during Sublessee's occupancy of the Subleased Premises by reason of the fault or neglect of Sublessee, Sublessee's employees, agents, contractors and/or Sublessee's invitees. Sublessee shall also keep the Subleased Premises in a clean condition. Sublessee shall comply with all laws, statutes, governmental regulations and local ordinances and the direction of the proper public officials concerning its use of the Subleased Premises. Sublessee shall return the Subleased Premises to Sublessor "broom clean" and in the same condition as it existed as of the beginning of the Term, excluding ordinary wear and tear.

8. Fixtures/Improvements.

- (a) Sublessee agrees to accept the Subleased Premises in an "as is" condition, and to maintain and keep the space in good condition.
- (b) Sublessee shall not have the right to install permanent fixtures, or in any way alter or improve the Subleased Premises, without in each case the prior written consent of Sublessor and Landlord. Sublessor shall have the right to approve any and all construction plans or other drawings related to any improvements desired to be made in the Subleased Premises by or on behalf of Sublessee.
- (c) In the event this Sublease is terminated by Sublessor pursuant to the provisions of Subsection 3(c) of this Sublease, Sublessor shall pay to Sublessee within thirty (30) days after the effective date of termination a sum equal to the then unamortized value of leasehold improvements made by Sublessee during the Term to the Subleased Premises less the cost, if any, of restoring the storage area and training room to their condition which existed immediately prior to the date of this Sublease. All such improvements made by Sublessee shall be amortized over a period of five (5) years and at the end of the Term (or upon earlier termination thereof) shall become the property of Sublessor.

9. Access To Subleased Premises.

Sublessee grants to Sublessor a right and license for ingress and egress to and from the Subleased Premises. Sublessor shall have free access to the Subleased Premises for the purpose of examining the same during business hours and for any other reasonable purpose; provided, however, Sublessor shall not unreasonably interfere with the business of Sublessee in exercising such rights.

10. Assignment/Sublease.

Sublessee shall not have the right to assign this Sublease, or sublet the Subleased Premises, or any part thereof.

11. Default.

If Sublessee defaults (a) in the payment of the rental described herein; or (b) in any of its other covenants of this Sublease to be kept by Sublessee, within ten (10) days of receipt of written notice thereof by Sublessee, in addition to all other rights which Sublessor has at law or in equity, Sublessor shall have the right to declare the Term ended and re-enter the Subleased Premises, and any part thereof, with process of law, and repossess the Subleased Premises again, without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenants by Sublessee.

12. Notices.

All notices herein provided for shall be in writing and shall be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) personal delivery or (c) reputable overnight air courier, and shall be deemed to have been given (i) five (5) business days after deposit in the mail postage prepaid if sent via mail, (ii) upon receipt if personally delivered, and (iii) one (1) business day after being deposited with a reputable overnight air courier for guaranteed next day delivery. Notices shall be addressed to:

Sublessor: Sears, Roebuck and Co.
Sears Tower
Suite 350
Chicago, Illinois 60684
Attention: Peter Jerszynski,
D/902EXE

Copy to: Sears, Roebuck and Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attention: Assistant General
Counsel
Real Estate, D/766

Sublessee: Wm. Wrigley, Jr. Company
Wrigley Building
410 North Michigan Avenue
Chicago, Illinois 60611
Attention: Rick Powell

or to any other address furnished in writing by either of the respective parties. However, any change of address furnished shall comply with the notice requirements of this Paragraph 12 and shall include a complete outline of all current notice addresses to be used for the party requesting the change.

13. Sublessee's Insurance.

(a) Sublessee agrees to obtain and maintain at all times during the Term hereof:

- (i) All-Risk Property Insurance upon all building improvements and alterations, as well as Sublessee's fixtures, furniture, equipment, goods and merchandise located or stored in or about the Subleased Premises, including, but not limited to, fire and extended coverage, vandalism, malicious mischief, sprinkler leakage, flood and earthquake in the amount of ninety percent (90%) of full replacement cost.
- (ii) Commercial General Liability Insurance covering Sublessee's operations at the Subleased Premises with coverage for premises/operations, products/completed operations, contractual, personal/advertising injury liabilities with combined single limits of not less than \$25,000,000 per occurrence for bodily injury and property damage, including Sublessor and Landlord as additional insureds (as defined in ISO Form CG 20 26 11 85 or its equivalent).
- (iii) Aircraft Public Liability and Property Damage Insurance with limits of not less than \$25,000,000 per occurrence, including Sublessor and Landlord as additional insureds (as defined in Subsection (ii) above).
- (iv) Business Automobile Liability Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of liability of not less than \$3,000,000 per occurrence for bodily injury and property damage.

- (v) Workers' Compensation Insurance covering all costs, statutory benefits and liability under State Workers' Compensation and similar laws in the State of Illinois for the employees of Sublessee with a waiver of subrogation in favor of Sublessor, and Employer's Liability Insurance with limits of not less than \$500,000 per accident or disease. In addition, Sublessee agrees to require and warrants that all contractors hired by Sublessee will maintain the same Workers' Compensation Insurance and Employer's Liability Insurance for such contractor's employees and will require all subcontractors to maintain such insurance and Sublessee agrees to indemnify, defend and hold Sublessor harmless from any loss, injury, damage or liability which Sublessor may suffer as a result of any such contractor or subcontractor failing to maintain such insurance.
- (b) Sublessee shall furnish Sublessor and Landlord copies of certificates thereof prior to being given possession of the Subleased Premises and again upon the commencement of each succeeding policy period and from time to time upon request from Sublessor or Landlord. Each policy shall provide that it shall not be subject to cancellation or non-renewal without thirty (30) days prior written notice to Sublessor, unless canceled for reason of non-payment of premium, in which case Sublessee will provide ten (10) days prior written notice.
- (c) Sublessee waives all rights of subrogation against Sublessor and against Landlord and its insurer as with respect to any and all of Sublessee's property which is located on the Subleased Premises and will provide a waiver of subrogation to each of Sublessor and Landlord from Sublessee's insurers.
- (d) Sublessee may satisfy its insurance obligations with a program of self-insurance, provided that Sublessee maintains a net worth of at least \$100,000,000.
- (e) If Sublessee retains construction managers, architects, engineers or consultants, Sublessee will require such professionals to maintain Professional Liability Insurance with limits of not less than \$1,000,000 per

occurrence, which shall be maintained for two (2) years after the completion of the work.

14. Indemnity.

Sublessee shall indemnify Sublessor and Landlord against, and save Sublessor and Landlord harmless of and from, any and all loss, cost, damage, expense or liability (including, but not limited to, attorneys' fees and disbursements) incurred by Sublessor and/or Landlord against all claims, actions, proceedings and suits relating to: (a) the conduct of Sublessee's business in, or use, occupancy and management of, the Subleased Premises; (b) any injuries to persons or damage to property occurring in, on or about the Subleased Premises (unless such injuries or damage are caused by the negligent acts or omissions of Sublessor or Landlord, respectively, or its respective agents or employees); (c) any breach or default by Sublessee in the observance or performance of the covenants and agreements contained herein; (d) any work or thing whatsoever done, or any condition created, in, on or about the Subleased Premises during the Term hereof; or (e) any act or omission of Sublessee, its agents, contractors, servants, employees, invitees, guests or licensees including, but not limited to, the acts or omissions of Zeno Air, Inc.. Sublessee's obligations under this section shall survive the expiration of the Term or earlier termination of this Sublease.

15. Risk Of Loss.

Sublessee assumes all risk of damage or loss of any fixtures, equipment, merchandise or goods located in or about the Subleased Premises from any cause whatsoever and for all damage or loss that may arise from delivery, receipt, piling, stacking or handling the goods and merchandise of Sublessee, whether on the Subleased Premises or otherwise. Sublessee agrees to treat Sublessor and Landlord as loss payees in the event of a loss to property.

16. Terms Of Master Lease.

Sublessee agrees to abide by the terms of the Master Lease and covenants and agrees that it will not do anything or permit anything to be done which would give rise to a breach of the Master Lease.

17. Taxes.

- (a) Sublessor shall pay, when due, all real estate taxes, general and special assessments and any other charges, levies or impositions levied or assessed upon the Subleased Premises and/or Demised Premises.
- (b) Sublessee shall pay all taxes and assessments of every nature, kind and description, levied and assessed against Sublessee's fixtures, equipment, merchandise and goods stored in or about the Subleased Premises.

18. Consent Of Landlord.

This Sublease is subject to the approval of Landlord. If Landlord shall refuse to give its approval, the provisions of this Sublease shall terminate on the date of such refusal, and from and after the date of termination no further liabilities will accrue between the parties, except that such termination shall not affect the liabilities accrued between the parties prior to such termination.

In Witness Whereof, The parties have executed this Sublease as of the day and year first above written.

Attest:

Sublessor:

Sears, Roebuck and Co.

(Signed) (Signature illegible)
Assistant Secretary

By: (Signed) Daniel J. Garrison
Divisional
Vice President,
Corporate Administration

Witness or Attest:

Sublessee:

Wm. Wrigley, Jr. Company

By: (Signed) John F. Bard
Senior Vice President

Consent To Sublease

The undersigned hereby consents to the foregoing Sublease as authorized by ordinance of the City Council of the City of Chicago passed on _____
(Council Journal of Proceedings, page _____)

City of Chicago,
a municipal corporation

By: _____
Mayor

Attest:

City Clerk

Approved:

City Comptroller

Commissioner of Aviation

Approved As To Form And Legality:

Assistant Corporation Counsel

[(Sub)Exhibit "C" referred to in this Sublease
unavailable at time of printing.]

(Sub)Exhibits "A" and "B" referred to in this Sublease read as follows:

(Sub)Exhibit "A".
(To Sublease)

Legal Description.

All of Plat S-10, all of Plat S-9, and all of Plat S-8 comprising an area 616.55 feet in width (running due east on a west to east axis from a western boundary which lies parallel to and at a distance of 40 feet from the extended centerline of South Laramie Avenue) and 280.50 feet in depth (on a north/south axis from a southern boundary which lies parallel to and at a distance of 33 feet from the centerline of West 63rd Street), totaling approximately 172,942 square feet, plus an additional ramp area, if available, not to exceed 12,000 square feet located immediately to the north of and contiguous to the present 616.55 feet northern lease line, all located on Chicago Midway Airport in the City of Chicago, County of Cook, State of Illinois.

(Sub)Exhibit "B".
(To Sublease)

*Hangar And Hangar Site Agreement Between
The City Of Chicago And Sears,
Roebuck And Co.*

This Agreement, made this 1st day of July, 1983 by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "Landlord" or "City") and Sears, Roebuck and Co., a corporation organized and existing by virtue of the laws of the State of New York (hereinafter referred to as "Tenant"):

Witnesseth:

That Landlord, for and in consideration of the covenants and agreements hereinafter contained, and made on the part of Tenant, does hereby demise and lease to Tenant the premises on Chicago Midway Airport (hereinafter referred to as "Airport", as the Airport is described on Exhibit A attached hereto and by this reference made a part hereof), situated in the City of Chicago, County of Cook, State of Illinois, such premises are described as follows:

all of Plat S-10, all of Plat S-9, and all of Plat S-8 comprising an area 616.55 feet in width (running due east on a west to east axis from a western boundary which lies parallel to and at a distance of 40 feet from the extended centerline of South Laramie Avenue) and 280.50 feet in depth (on a north/south axis from a southern boundary which lies parallel to and at a distance of 33 feet from the centerline of West 63rd Street), totaling approximately 172,942 square feet,

as all designated on Exhibit B attached hereto and by this reference made a part hereof, subject to a reservation of easement rights by Landlord for the installation, maintenance, repair and replacement, if necessary, of such public utilities or Federal Aviation Administration installations as may now traverse the demised premises, or as may be necessary to be installed during the term hereof. After said work is completed, Landlord shall restore the premises to its original condition.

Tenant agrees to lease, under the same rental rate applicable to the parcel described hereinabove, any additional ramp area immediately to the north of and contiguous to the present 616.55 feet northern lease line, when such additional square footage becomes available as a result of the utilization of a newly defined east/west taxiway north of the present taxiway. Said additional ramp area shall not exceed 12,000 square feet, and shall be leased for the same amount of time and under the same terms and conditions as herein provided. Tenant further agrees to surrender, upon thirty (30) days written notice, any ramp area bordering the taxiway should the Federal Aviation Administration mandate a permanent increase in the obstacle free area relative to the centerline of the taxiway, with a corresponding decrease in rent.

To Have And To Hold the same, pursuant to the terms of this agreement, for twenty (20) years commencing on the 1st day of July, 1983 and expiring on the 30th day of June, 2003.

In consideration of said demise and covenants and agreements hereinafter expressed, it is covenanted and agreed as follows:

*Article I.**Nature Of Tenancy.*

Landlord hereby grants to Tenant the privilege of constructing and operating a hangar and other improvements at the Airport for storage and maintenance of its own corporate aircraft and for storage of the aircraft of any subtenants approved by the City Council of the City of Chicago. Landlord also hereby grants to Tenant the privilege of installing and maintaining its own fuel farm on the demised premises.

In connection therewith, Tenant is granted the exclusive use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by Landlord (which rules and regulations shall not interfere with Tenant's use of the premises as set forth in Article I) for the foregoing privileges and for the operation of related administrative offices, for loading, unloading of trucks, parking of automobiles of its own or its subtenants employees and of others having business with Tenant or subtenants and for no other purpose whatsoever.

Landlord covenants that the premises are properly zoned for the uses described in Article I, and that access is provided from the demised premises to all of the runways at the Airport, and to the public streets. If, at any time, Tenant is prohibited, for more than thirty (30) days, by any governmental authority, from using the demised premises as described in Article I, or if it loses access to the Airport runways or public streets, for more than one hundred twenty (120) days, then Tenant shall have the right to immediately terminate this agreement and payment to Tenant of the unamortized cost of the improvements as provided in Article VII hereof shall apply.

*Article II.**Restrictions Of Other Statutes And Agreements.*

This agreement shall be subject and subordinate to any existing or future federal or state statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, construction, operation or maintenance of said Airport. This agreement shall likewise be subject to any lease or agreement which Landlord has or may hereafter have with others for the operation of restaurant facilities at the Airport, so long as it does not interfere with Tenant's use of the premises as set forth in Article I.

*Article III.**Renegotiation And Right Of First Refusal.*

If Tenant shall desire to negotiate a new agreement with Landlord and to extend its leasehold rights for ten (10) more years, Tenant shall notify Landlord in writing of its intention to re-lease the hangar and hangar site no less than one (1) year and no more than two (2) years prior to the expiration of the initial term of this agreement. Following such notification Landlord shall prepare a proposal with the terms and conditions upon which the demised premises are to be released and submit it to Tenant at least nine (9) months prior to the expiration of this agreement. Tenant shall have sixty (60) days after receipt of the Landlord's proposed new lease to accept or reject the offer. If the offer is not accepted within the sixty (60) day period, Landlord may offer the property to others upon the same terms and conditions as those offered Tenant. Landlord agrees, however, that for ninety (90) days after the expiration of this agreement, it will not enter into an agreement with any other private party containing terms and conditions differing from those last submitted to Tenant.

In any event, any proposed new agreement must be submitted to the City Council of the City of Chicago for approval.

*Article IV.**Rentals, Utility Charges, Fees And Taxes.*

Tenant shall pay to Landlord at the Office of the City Comptroller of the City of Chicago (hereinafter referred to as "Comptroller") for said demised premises ground rent in equal monthly installments, in advance and without set-off of any kind, on the first day of each month of the term of this agreement at the rate of twenty-five (25) cents per square foot of land per year for the years 1 through 5 of the initial term of this agreement, thirty (30) cents per square foot of land per year for the years 6 through 10 of the initial term of this agreement, thirty-five (35) cents per square foot per year for the years 10 through 15 of the initial term of this agreement, and forty-five (45) cents per square foot per year for the years 16 through 20 of the initial term of this agreement.

As additional rental Tenant agrees to pay Landlord each month, in arrears, for each gallon of fuel delivered to its own corporate aircraft, a flowage fee at the rate paid to the Landlord by its Midway Airport fixed base operator(s) on each gallon of aviation fuel sold at retail by them. Landlord shall bill Tenant at the appropriate rate after receiving Tenant's report on fuel usage as provided in Article IX hereinbelow. The flowage fee shall also

be payable at the Office of the City Comptroller, 121 North LaSalle Street, Room 501 -- City Hall, Chicago, Illinois 60602.

Any rental or fees payable by Tenant hereunder which are not paid within five (5) days after notice of non-payment shall bear interest at the rate of ten percent (10%) per annum from the due date thereof until paid. If any rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

Tenant shall pay, in addition to ground rental and the charges above specified, all water rates, utility charges, permit and license fees, and taxes and assessments, general and special, if any, levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created thereby during the term of this agreement.

Article V.

Construction, Alteration And Maintenance Of Hangar.

Tenant, after securing necessary permits therefor, shall, at its own cost and expense, erect and install on the demised premises structures and improvements at a total capital expenditure of not less than Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00) including architect's and engineer's fees, costs of plans and specifications, and other costs incidental to such erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works, which approval shall not be unreasonably withheld or delayed. If not specifically disapproved within twenty (20) working days of submission, said plans and specifications shall be deemed to have been approved. Tenant agrees to pay in full, within thirty (30) days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners of Aviation and Public Works. The hangar and hangar site improvements shall be completed except for minor punch list items, within twenty-four (24) months of the effective date of this agreement.

During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the hangar and hangar site improvements shall be subject at all times to inspection by Landlord, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner of Aviation and Commissioner of

Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials and installations to be in full compliance with plans and specifications.

Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of the fixed improvements as described herein, installed and established upon the demised premises, including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, within sixty (60) days after the completion of the construction thereof, and shall, if requested by the City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within sixty (60) days after its receipt whether said itemized statement and supporting invoices or other records meet with this approval, or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by the City within sixty (60) days following receipt thereof. Upon approval by the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated in Articles I and VII; provided, however, that said statement, shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such sixty (60) day period. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

Where Landlord has constructed or installed roadways and lines for water, sewerage, electricity, gas and storm drainage in the vicinity of the demised premises, Tenant, at its sole cost and expense, shall have the right to continue to construct, or have constructed or installed such roadways, lines and facilities and to connect the same to water supply and sewage lines, and to receive all necessary utilities and services; provided, however, that Tenant shall be responsible for securing or cause to have secured all necessary applications and permits and to pay all necessary application, and permit fees and user charges occasioned thereby.

Landlord covenants to continue and maintain all lines for water, sewerage and drainage which connect with the premises, and to provide public roads onto which access can be had.

Upon completion of the hangar and hangar site improvements it shall thereafter not be enlarged or otherwise modified without in each case the consent in writing of the Commissioner of Aviation and the Commissioner of Public Works first had and obtained, which consent shall not be unreasonably withheld or delayed, and the other necessary permits received therefor.

Tenant shall at all times throughout the term hereof maintain the hangar and hangar site improvements and all other portions of the demised premises in good and serviceable condition and repair, reasonable wear and tear, acts of God and other unavoidable casualties excepted.

Tenant shall keep the demised premises and the hangar, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant; provided, however, that Tenant may in good faith contest the validity of any lien.

Article VI.

Illumination, Signs, Inspection By Landlord.

Tenant shall illuminate the apron in front of the hangar and shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the demised premises as may from time to time be required to conform to Federal Aviation Administration standards or to conform to standards prescribed by any other governmental agency having jurisdiction.

Tenant shall not install, erect or place, or permit others to so do, any illuminated signs, placards, displays or other advertising media on the hangar or elsewhere on Airport, without the prior written consent of the Commissioner of Aviation, which shall not be unreasonably withheld or delayed.

Landlord, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary to inspect the demised premises and (without any obligation so to do) to enter thereon to direct Tenant to make the repairs described in Article V hereof.

Article VII.

Title, Cost Of Fixed Improvements And Amortization.

Title to the hangar upon and the hangar site improvements to the demised premises and to any and all subsequent alterations, modifications, and enlargements shall upon completion thereof vest in City.

In the event that the entire demised premises or such part thereof as will substantially impair Tenant's ability to use the premises for the purposes

specified in this agreement, are required for Airport purposes or any other purposes prior to the expiration of this agreement, the Commissioner of Aviation may, upon one hundred twenty (120) days advance written notice to the Tenant direct Tenant to vacate the same and this agreement shall terminate. Landlord, within sixty (60) days after Tenant's removal therefrom, will pay to Tenant the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of the initial term hereof.

Article VIII.

Access, Ingress, Egress, Conduct Of Operations.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the demised premises to the taxiway and to the public streets by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided that such rights of access, ingress and egress are at all times exercised in conformance with any City of Chicago ordinances and all regulations promulgated by Landlord or the Commissioner of Aviation or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

The operations of Tenant and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others at the Airport. Landlord shall have the right to complain to Tenant as to the demeanor, conduct, or appearance of Tenant's employees, whereupon Tenant will take all steps necessary to remove the cause of the complaint.

Tenant and its employees, invitees, and those doing business with it shall have no right hereunder to park vehicles upon the Airport premises, other than in places demised to Tenant and pursuant to this agreement, or except in regular parking areas upon payment of regular charges therefor.

Article IX.

Landing Fees, Records And Reports.

Tenant shall pay the current landing fees in effect at Chicago Midway Airport, Chicago O'Hare International Airport or at Merrill C. Meigs Field, for each landing at such airport.

For its own corporate aircraft parked upon the demised premises Tenant shall not pay any parking fee.

Tenant agrees that it shall keep and maintain records of its monthly traffic statistics covering its aircraft operations at Chicago Midway Airport, Chicago O'Hare International Airport and Merrill C. Meigs Field, in form as approved by the Commissioner, and shall submit this form, signed by the Department Manager, by the tenth (10th) day of the month following the month of report to the City Administrative Office at the Airport.

Tenant further agrees to keep and maintain records of all aviation fuel delivered into its corporate aircraft, submitting a report to the Comptroller by the tenth (10th) day of each month of the number of gallons used during the preceding month, copy of which shall go to the Commissioner after being verified by an officer of Tenant.

Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

Article X.

Abatement Of Rent.

Tenant shall not be obligated to operate the demised premises or to pay rent therefor during any time when all of the demised premises shall be untenable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents. In the event the demised premises are partially untenable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents, Tenant shall not be obligated to operate such part of the demised premises and the ground rent shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time in excess of five (5) days by any order or direction of Landlord other than for weather or for normal maintenance and repair, or by any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the ground rental shall abate for the period of such closing.

*Article XI.**Insurance Requirements.*

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements:

1. General Liability Insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article XIII hereof.
2. Workers' Compensation (and occupational disease) providing statutory benefits under the law of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
3. Aircraft Public Liability and Property Damage Insurance with limits of liability of \$5,000,000 per occurrence.
4. During the course of construction of the improvements provided for herein, owners protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.

Tenant shall furnish to Comptroller certificates evidencing such insurance coverage with the City of Chicago as an additional insured, as its interest may appear.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance upon the buildings and improvements (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy. Tenant shall furnish to Comptroller certificates evidencing such insurance coverage within ten (10) days after the effective date of this agreement.

In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to

indemnify and save harmless Landlord under the provisions of this agreement.

Tenant shall, before commencing construction of the hangar or hangar site improvements, furnish to Comptroller a Performance Bond in form similar to City Form No. P.W.O. 62 in the full amount of the hangar or hangar site improvement contract with sureties satisfactory to said Comptroller.

It is agreed that Tenant may at its option provide evidence of self insurance for any and all coverage including the aforementioned Performance Bond and in the amounts prescribed hereinabove in lieu of insurance policies issued by responsible insurance companies.

Article XII.

Damage To Or Destruction Of Premises.

If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by the Commissioner of Public Works and the Commissioner of Aviation (whose approval shall not be unreasonably withheld) to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (which approval shall not be unreasonably withheld). The plans and specifications for such work (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the buildings, structures or other improvements so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction.

In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace or reconstruct the hangar and hangar site improvements substantially to the same condition they were prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its

tenancy under this agreement. In such case the insurance proceeds shall be paid to Landlord. Tenant, at its expense, upon notice to do so by Landlord, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace or reconstruct the hangar and hangar site improvements regardless of the sufficiency of insurance proceeds for such purpose.

Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to hangar and hangar building contents are to be applied and disbursed as follows:

1. To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss.
2. To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.
3. To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the demised premises shall at all times be free from liens for any labor, services or materials performed, furnished or delivered in connection with such work.
4. Of the balance, if any, of the insurance proceeds, exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to the Landlord such proportion thereof as the number of full Lease Years immediately preceding the Lease Year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

Article XIII.

Indemnity.

Tenant shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any other acts or omissions of Tenant, its officers, agents and employees, on the premises or elsewhere on the Airport. In the event any

claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

Article XIV.

Applicable Laws, Ordinances, Rules And Regulations.

Tenant, its officers, agents, employees, and any other persons over which Tenant has control, shall comply with all lawful rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or of the demised premises as may from time to time be promulgated by Landlord in the interests of health, safety, sanitation and good order which are not inconsistent with applicable rules and regulations of any federal, state or local governmental body having jurisdiction with respect thereto.

Tenant shall at all times faithfully obey and comply with all lawful present and future laws and ordinances of federal, state or local governmental bodies and rules and regulations lawfully promulgated thereunder, whether or not of the type enumerated, applicable to, or affecting Tenant and its operations and activities in the demised premises or elsewhere at the Airport not inconsistent with the provisions of this agreement.

Article XV.

Legal Transfer Of Tenant Interest, Peaceful Possession.

Tenant shall not assign, transfer, mortgage or pledge this agreement or the leasehold interest created therein, nor sublet the use of the premises or any part thereof, without the approval of the City Council of the City of Chicago, nor permit any transfer by operation of law of its interest created thereby. In the event of such assignment the right to self-insure provided in this agreement shall cease to be effective, except if Tenant retains any obligations hereunder.

In the event an assignment or sublease of the aforesaid premises or any part thereof, is approved by the City Council, under no circumstances shall the income derived by Tenant therefrom exceed the amount of a proportionate share of Tenant's obligations and expenses, under the terms of this agreement, plus an additional amount not to exceed ten percent (10%) of such total income to cover administration and risk burdens of Tenant.

It is expressly understood and agreed that the only activity which Tenant may conduct on or from the demised premises, directly or indirectly, alone or through others, is only as authorized under the terms of this agreement.

This agreement does not constitute either party the agent or representative of the other for any reason whatsoever.

Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the premises or space leased exclusively to it during the term of letting thereof unless such term shall cease, close or expire sooner or shall be terminated as provided in this instrument.

Article XVI.

Equal Opportunity.

Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, on the premises hereof, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965, Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967, Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq.; and all amendments to those statutes and executive orders and regulations of the

United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881 -- 887, inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4, inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856, inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24, inclusive (all in 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Nondiscrimination In the Use Of The Premises By Tenant.

This agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Air Program of the Federal Aviation Administration; and thereby involves activity which services the public.

Tenant, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvement on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing herein contained shall be construed to authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

Nondiscrimination In Furnishing Services.

The Tenant agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of services; provided, that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

Affirmative Action.

Tenant assures that it will undertake an affirmative action program as required by 14 C.F.R., Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R., Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

Article XVII.

Prohibition Against Filing.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or any one acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement. Notwithstanding the foregoing, either party may record a "short form" or memorandum of this agreement.

*Article XVIII.**Termination By Landlord.*

In any of the following events which shall constitute "events of default", Landlord shall have the right at Landlord's election, immediately to terminate this agreement, or to terminate Tenant's tenancy hereunder:

- A. Tenant shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Tenant.
- B. Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged as bankrupt, and such adjudication be not stayed or vacated within ninety (90) days thereafter, or the interest of Tenant under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant; or in the event that a Receiver or Trustee shall be appointed for Tenant or the interest of Tenant under this agreement, and such appointment has not been vacated within ninety (90) days thereafter.
- C. Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of Landlord first had and obtained.
- D. Tenant shall fail to observe any other provision of this agreement after thirty (30) days written notice given by Landlord of such failure, or, if such failure cannot be cured within thirty (30) days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

*Article XIX.**Default.*

Upon the occurrence of any one or more of the events of default specified in Article XVIII, Tenant's right to possession of the demised premises shall at the option of Landlord terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises,

or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary; and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor waiver of any covenant, agreement or promise in said lease contained, to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or any act incident thereto.

At its option, Landlord may terminate this agreement for any uncorrected event of default. Landlord in any case may sue for and recover all damages and rent accrued or accruing under this agreement or arising out of any breach thereof.

Landlord may, if it so elects, pursue any other remedies provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

The acceptance of rent by Landlord, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Landlord's right to act or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the demised premises. Landlord may collect and receive any rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

*Article XX.**Termination Of Agreement.*

Upon termination of this agreement by lapse of time or otherwise as herein provided, Tenant agrees to surrender the demised premises and the hanger and improvements situated thereon in good condition and repair, normal wear and tear excepted, without the receipt of any demand for rent, notice to quit or demand for possession whatsoever.

Tenant shall be entitled during the term of this agreement and for fifteen (15) calendar days after termination thereof, to remove from the premises any and all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this agreement, subject, however, to any valid lien Landlord may have thereon for unpaid rentals or other amounts payable by Tenant to Landlord, and provided that Tenant shall have repaired all damage resulting from said removal.

Tenant shall be deemed to have abandoned to Landlord any of said equipment or property of Tenant which it has failed to remove from said premises within the aforesaid fifteen (15) calendar days after the end of the period of this agreement or effective date of termination thereof, unless Landlord shall grant in writing a further period for this purpose.

*Article XXI.**Notices.*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Notices to the Landlord provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Room 1111, Chicago, Illinois 60602, and notices to Tenant provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to Tenant, Sears Roebuck and Company, Sears Tower, Chicago, Illinois 60684, Attention: National Manager, Corporate Property Operations, Department 931, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time, and such notices shall be deemed to have been given when so sent.

This agreement, consisting of articles numbered I to XXI, inclusive, and Exhibits lettered A and B constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such agreement that are not set forth herein at length.

Execution of this agreement is authorized by ordinance of the City Council of the City of Chicago passed on December 28, 1983 (Council Journal of Proceedings, page 4332).

In Witness Whereof, The parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

City of Chicago,
a municipal corporation

By: (Signed) Harold Washington
Mayor

Attest:

(Signed) Walter S. Kozubowski
City Clerk

Approved:

(Signed) Walter K. Knorr
City Comptroller

(Signed) Thomas Kapsalis
Commissioner of Aviation

Approved As To Form
And Legality:

(Signed) Kim M. Megaro
Assistant Corporation
Counsel

Sears, Roebuck and Co.,
a New York corporation

By: (Signed) (Signature illegible)

Attest:

(Signed) (Signature illegible)
Assistant Secretary

[Exhibits "A" and "B" referred to in this Hanger and Hanger Site
Agreement printed on pages 5381 through 5382
of this Journal.]

Exhibit 2.

Amendment.

This Amendment to that certain Hangar and Hangar Site Agreement between the City of Chicago ("Landlord") and Sears, Roebuck and Co. ("Tenant"), a New York corporation, dated as of July 1, 1983, is made and entered into as of this _____ day of July, 1995, by and between the City and Tenant.

(Continued on page 5383)

Exhibit "A".
(To Hanger And Hanger Site Agreement)

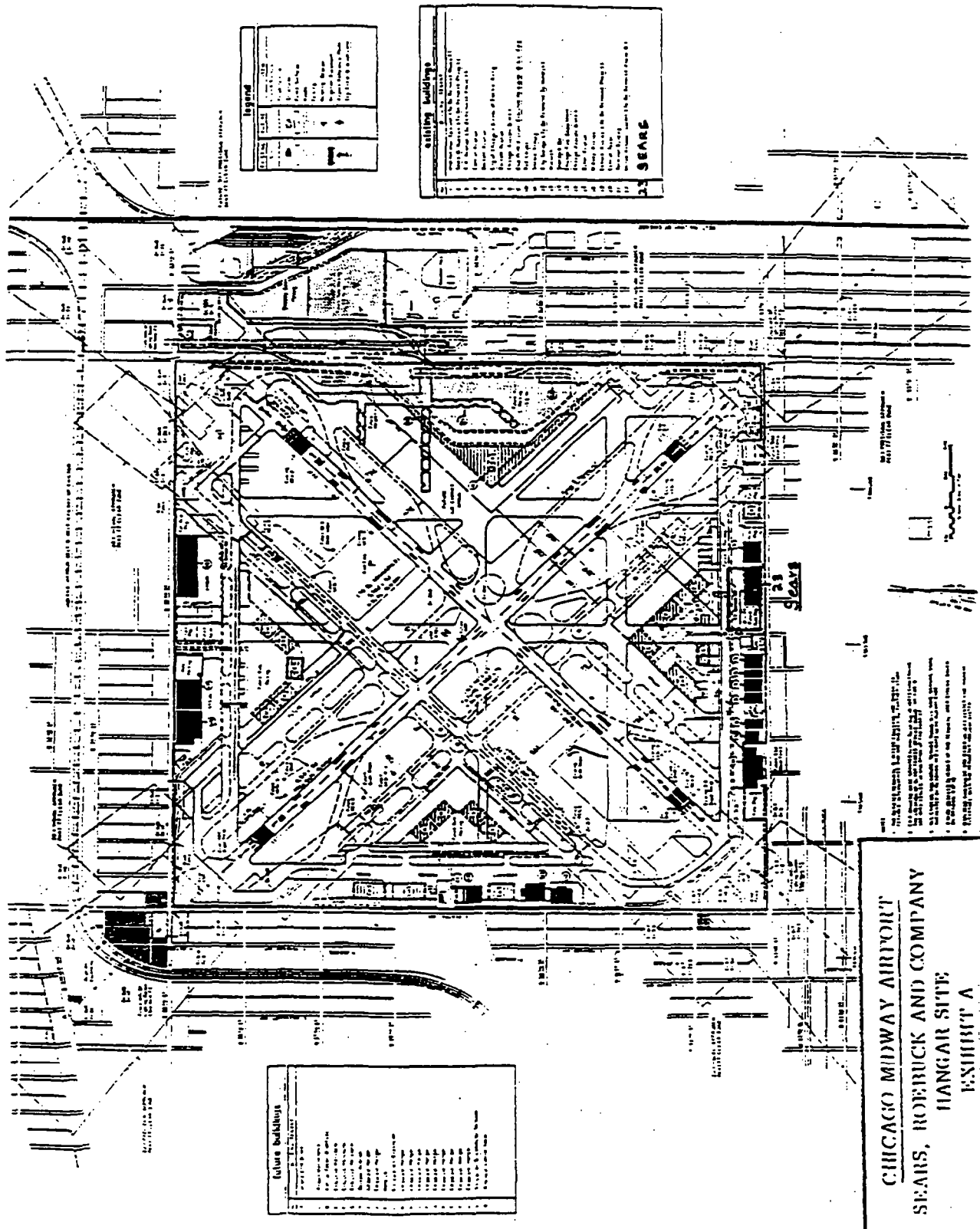
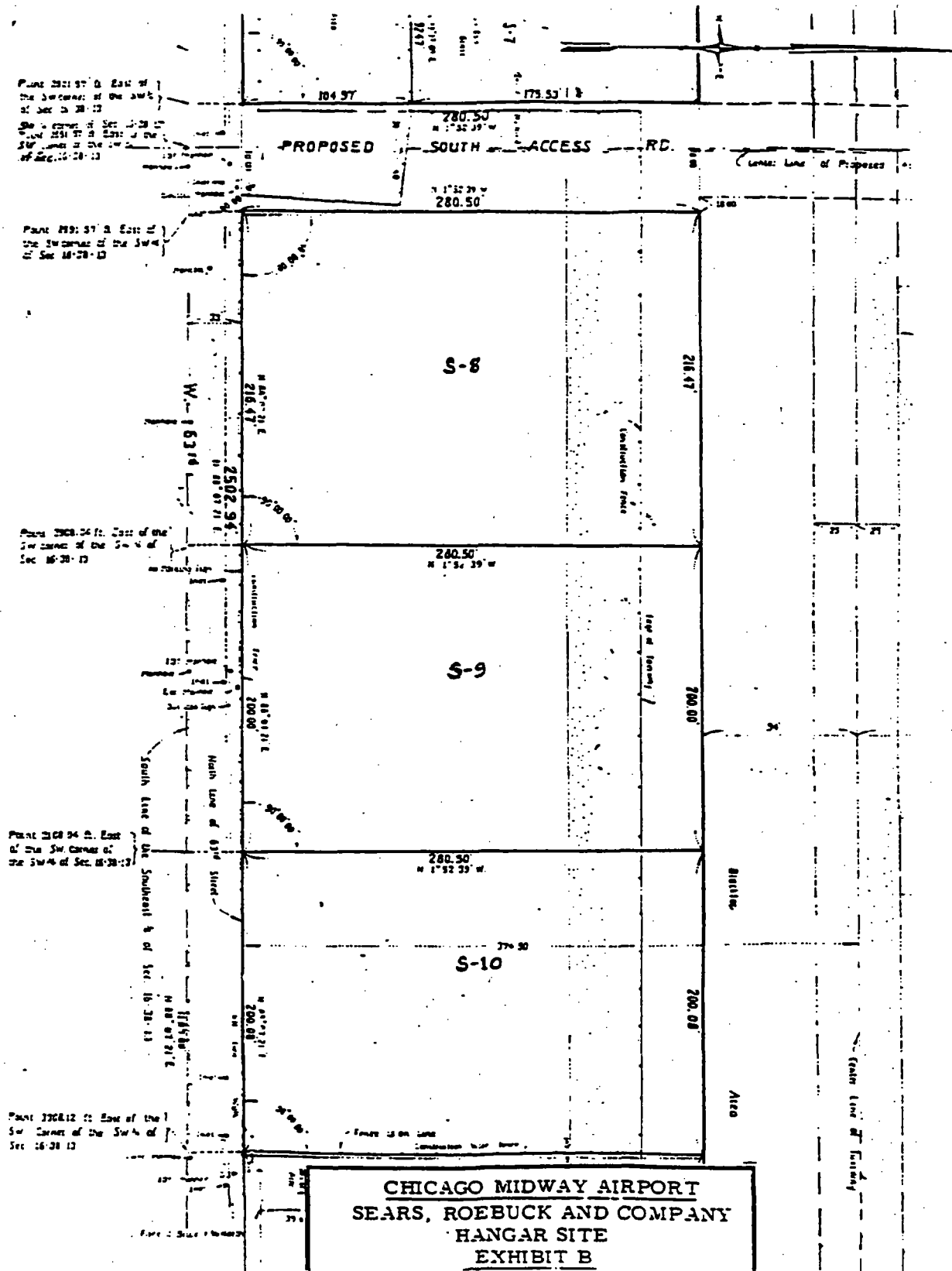


Exhibit "B".
(To Hanger And Hanger Site Agreement)



(Continued from page 5380)

Recitals.

Whereas, City owns and operates an airport known as Chicago Midway Airport ("Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, City and Tenant have entered into that certain Hangar and Hangar Site Agreement between the City of Chicago and Sears, Roebuck and Co., dated as of July 1, 1983 ("Agreement"); and

Whereas, City and Tenant desire to amend certain provisions of the Agreement; and

Now, Therefore, For and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The first paragraph of Article I of the Agreement is hereby amended to read, in its entirety, as follows:

"Landlord hereby grants to Tenant the privilege of constructing and operating a hangar and other improvements at the Airport for storage and maintenance of its own corporate aircraft and for storage of the aircraft of any subtenants approved by the City Council of the City of Chicago. Landlord further grants to Tenant the privilege of installing and maintaining its own fuel farm on the demised premises. Subject to all other terms and conditions set forth herein, Landlord grants to Tenant a nonexclusive right to use the Airport solely for the landing, taking off, flying over, taxiing, loading and unloading of aircraft operated by Tenant, and any functions incidental thereto."

2. Delete Article XI, "Insurance Requirements", in its entirety. Add and insert in its place the following:

Article XI.

Insurance Requirements.

"The Tenant shall procure and maintain at all times, at Tenant's own expense, during the term of this Agreement, the types of insurance

specified below, with insurance companies authorized to do business in the State of Illinois covering Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements.

The kinds and amounts of insurance required are as follows:

- 1) Workers' Compensation And Occupational Disease Insurance.

Workers' 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 and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness. Coverage extensions shall include other states' endorsement, alternate employer and voluntary compensation endorsement, when applicable.

- 2) 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, property damage and personal injury. Coverage extensions shall include the following: all premises and operations, products/completed operations, explosion, collapse underground, independent contractors, cross liability and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work, except for bodily injury or property damage arising out of the negligence of City.

- 3) Aircraft Liability Insurance.

When any aircraft equipment is used in connection with the work to be performed, the Tenant shall provide Aircraft Liability Insurance with limits of not less than \$25,000,000 combined per occurrence combined single limits, for bodily injury and property damage. City is to be named as an additional insured on a primary, non-contributory basis, except for bodily injury or property damage arising out of the negligence of City.

4) Property Insurance.

Property Insurance coverage shall be maintained by the Tenant for the leased premises. City will not be responsible for any loss or damage to Tenant's property.

5) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage.

6) All Risk Blanket Builders' Risk Insurance.

When Tenant undertakes any new construction, Tenant shall provide All Risk Blanket Builders' Risk Insurance to cover the materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earthquake, flood including surface water backup, collapse, water damage, debris removal, faulty workmanship or materials. City shall be named as loss payee.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to material, aircraft equipment, tools and supplies), owned or rented, by Tenant.

7) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants perform work in connection with this agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than \$1,000,000. Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Self-Insurance.

To the extent permitted by law, Tenant may self insure for the insurance requirements and Performance Bond specified above, it being expressly understood and agreed that, if the Tenant does self insure for the above insurance requirements, the Tenant shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program shall comply with at least the insurance requirements as stipulated above.

The Tenant will furnish the City of Chicago, Risk Management Department, Room 400, 333 South State Street, Chicago, Illinois 60604, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement, with copies to the Department of Aviation's Real Estate and Finance Divisions. The Tenant shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions shall constitute a material breach of the Agreement, and the City retains its rights to all remedies, in equity and at law, for such breach.

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event that coverage is substantially changed, cancelled or not renewed.

The Tenant shall require all subcontractors to carry the insurance required herein, or Tenant may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Tenant.

The Tenant and each subcontractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within this Agreement or provided by law.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Tenant, or its subcontractors, desire additional coverage, higher limits of liability, or other modifications for its or their own protection, the Tenant and each of its subcontractors shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to request modifications, deletions, alterations or changes to these requirements."

3. The first paragraph of Article XV is hereby amended to read, in its entirety, as follows:

"Tenant shall not assign, transfer, mortgage or pledge this Agreement or the leasehold interest created therein, nor sublet the use of the premises or any part thereof, without in each instance having first obtained the prior written approval of the City as set forth below. The consent of the City Council of the City of Chicago on behalf of the Landlord shall be required for any transfer of (i) all of Tenant's leasehold, (ii) all rights of Tenant hereunder or (iii) all of Tenant's interest in this Agreement. No transfer shall terminate any of Tenant's obligations hereunder, unless such termination is expressly provided for by the authorization of the City Council of the City of Chicago. The consent of the Commissioner of the Department of Aviation of the City of Chicago shall be required for any other transfer. In the event of such transfer, the right to self insure provided in this Agreement shall cease to be effective, except if Tenant retains any obligations hereunder".

4. This Amendment is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

5. This Amendment is authorized by an ordinance passed by City of Chicago City Council on _____ (pp. _____).

6. Execution of this Amendment by Tenant is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Tenant have been made with complete and full authority to commit Tenant to all terms and conditions of this Amendment, including each and every

representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

7. If any provision of this Amendment conflicts with any provision of the Agreement, the provision contained in this Amendment shall govern.

In Witness Whereof, The City of Chicago has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Sears, Roebuck and Co. has caused this Amendment to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Approved:

City of Chicago

Richard M. Daley, Mayor

Commissioner of Aviation

Attest:

City Comptroller

James J. Laski, City Clerk

As To Form And Legality:

Assistant Corporation Counsel

Sears, Roebuck And Co.

By: _____

Its: _____

Signature: _____

Designation of Agent for City Clerk
Service of Process

Name: _____

Address: _____

[City of Chicago Insurance Certificate of Coverage Form referred
to in this Amendment printed on pages 5390
through 5391 of this Journal.]

**AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH AMERICAN TRANS AIR, INC. FOR HANGAR
FACILITIES AT CHICAGO MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

(Continued on page 5392)

Insurance Certificate Of Coverage.

Issue Date _____

CA/CN Initials: B. WHITTAKER**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: _____

Specification #: C968-93-0020Address: _____
(NUMBER & STREET)

RFP: _____

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 limits 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	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims made ☐ Occurrence ☐ Premise-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed-Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
☐ Excess Liability ☐ Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read:
 "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit 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 Insurers 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 policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep. _____
City of Chicago Purchasing Department 121 N. LaSalle, #403 Chicago, IL 60602	Agency/Company _____
	Address _____
	Telephone _____

FOR CITY USE ONLY
 NAME OF CITY DEPARTMENT REQUESTING CERTIFICATE: (USING DEPT) _____

ADDRESS: _____ ZIP CODE _____

ATTENTION: _____

Insurance Certificate Of Coverage.

Insurance shall be procured and this certificate delivered before commencement of work or delivery merchandise or equipment.

CERTIFICATES OF INSURANCE

- A. Shall be made to the "City of Chicago, Purchasing Department, 121 N. LaSalle, Room 403, Chicago, IL 60602".
- B. Shall evidence coverage of compliance with all specifications of the contract.
- C. Shall be executed by an insurance company and/or agency, which is authorized by the State of Illinois. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- D. Insurance companies providing these coverages acknowledge that the name insured is entering into a contract with the City of Chicago, in which the named insured agrees to defend, hold harmless and indemnify the City, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered.

Forward the complete certificate to: City of Chicago, Purchasing Department, 121 N. LaSalle, Room 403, Chicago, IL 60602

VENDOR CLASSIFICATION	A CONSTRUCTION AND MAINTENANCE	B PURCHASE OR LEASE OF MERCHANDISE OR EQUIPMENT	C PROFESSIONAL SERVICES	D PROPERTY LEASED TO OTHERS OR USE OF FACILITIES OR GROUNDS	E CONCESSIONS SERVICES	F ALL PURPOSE PUBLIC ENTITY CONTRACTS
COM. GEN. LIAB.	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE
- Prem. & OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form Prop. Damage	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X. C. U.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Personal Injury	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Host Liquor	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
AUTO LIABILITY	\$1,000,000 CSL INCLUDE	\$1,000,000 CSL INCLUDE	\$500,000 CSL INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 CSL INCLUDE
- Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
EXCESS/UMBRELLA LIAB.	\$1,000,000 INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 INCLUDE	\$1,000,000 INCLUDE
WORKER'S COMP. & EMPLOYER'S LIAB.	STATUTORY \$500,000	STATUTORY \$100,000	STATUTORY \$100,000	STATUTORY \$100,000	STATUTORY \$100,000	STATUTORY \$100,000
PROFESSIONAL LIABILITY			\$1,000,000			

*** In the event the concessionaire is required to have a Illinois License to dispense alcoholic beverages, an endorsement for liquor liability is required

** Soil Borings

In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. the alternate coverage and limit should be evidenced on the certificate in lieu of the standards printed above.

(Continued from page 5389)

Your Committee on Aviation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, (which was referred on July 13, 1995) at the request of the Commissioner of Aviation, an ordinance authorizing the City to lease a hangar at Midway Airport to American Trans Air, Inc., begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City owns and operates an airport known as Chicago Midway Airport ("Airport"), and possesses the power and authority to lease premises and facilities, and to grant other rights and privileges with respect thereto; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor or his proxy is hereby authorized to execute and the City Clerk to attest and place the City seal thereon, upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, an agreement ("Lease") with American Trans Air, Inc. to lease the premises described therein, such agreement to be in substantially the form attached hereto as Exhibit 1.

SECTION 3. The Commissioner and other City officers are authorized to take any and all actions, including execution of other documents and agreements collateral to the Lease, as may be reasonably necessary or desirable to implement the objectives of this ordinance.

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

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Lease Of Hangar Facilities

At Midway Airport

Between

City Of Chicago ("City")

And

American Trans Air, Inc. ("Airline")

Dated: _____

*Lease Of Hangar Facilities**At Midway Airport.*

The lease ("Lease") is made and entered into as of this _____ day of _____, 1995, ("Effective Date") by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("City"), and American Trans Air, Inc., an Indiana corporation ("Airline").

Witnesseth:

Whereas, City owns and operates that certain airport located within the City and commonly known as Chicago Midway Airport ("Airport"), a plat of the Airport being attached hereto as (Sub)Exhibit A; and

Whereas, The City has the authority to lease premises and facilities and to grant rights and privileges with respect to the Airport; and

Whereas, Airline is engaged in the business of air transportation and desires to lease hangar and ramp/apron space at the Airport and to obtain certain rights and privileges with respect thereto, all hereinafter provided; and

Whereas, City is willing to lease such space to Airline upon the terms and conditions hereinafter provided;

Now, Therefore, For and in consideration of the premises, the mutual covenants and agreements herein contained and other valuable consideration, the parties hereto covenant and agree as follows:

*Article 1.**Definitions.*

The following terms, when used in this Lease, shall have the following meanings:

"Airport Security Act" means the Aviation Security Improvement Act of 1990 (P.L. 101-604), as amended, 49 U.S.C. 44901, et seq..

"AMRTC" means the mechanics training school division of American Airlines.

"Code" means the Municipal Code of the City of Chicago.

"Commencement Date" means _____, 1995.

"Commissioner" means for the purposes of this Lease, the Commissioner of Aviation of the City (or any successor thereto in whole or in part as to his duties as the person in charge of the operation of the Airport on behalf of the City).

"Contractor" or "Contractors" means all contractors, subcontractors and materialmen of any tier providing services, material, labor, operation or maintenance on, about or adjacent to the Premises, whether or not in privity with Airline.

"East Bay" as defined in Section 2.02.

"Event of Default" as defined in Section 10.01.

"Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Handling Agreements" means arrangements or agreements between Airline and other persons or entities whereby Airline's employees or agents retained by Airline conduct any of the activities allowed to be conducted on the Premises by Airline for the benefit of or on behalf of another airline operator.

"Hazardous Materials" as defined in Subsection 14.01(c).

"Mandatory Improvements" as defined in Section 5.01.

"Midway Use Agreement" means the Airport Use Agreement and Terminal Facilities Lease dated January 1, 1994, between City and Airline, as amended.

"Person" means any individual, partnership, firm, trust, corporation, or other business entity or governmental authority or political unit or agency.

"Premises" as defined in Section 2.01.

"Related Parties" as defined in Section 13.02.

"Rent" means Base Rent and any other amount Airline is obligated to pay under the terms of this Lease.

"Security Deposit" means the sum of \$71,025.84 being deposited by Airline with City simultaneous with the execution hereof and held by City pursuant to the provisions of Section 4.06 hereof. The Security Deposit may be given in the form of a letter of credit or performance bond if the form and substance of said instruments are acceptable to the Commissioner, and the amount of the Security Deposit shall be increased to \$126,204.54 at or prior to the time that Parcel 3 is added to the Premises as described in Section 2.01 below.

"Term" means the period from the Commencement Date to and including _____, 2005, as may be extended by the exercise of one or both Renewal Options.

"West Bay" as defined in Section 2.01.

Article 2.

Premises.

Section 2.01 Lease Of Premises.

City does hereby lease to Airline, and Airline does hereby lease from City, the portions of Midway Hangar No. 2 and ramp/apron space as depicted and described on (Sub)Exhibit B attached hereto, together with the facilities, improvements and structures thereon (the "Premises"), all located on the Airport and more particularly described as follows:

- (a) Parcel 1 -- the west bay of Hangar No. 2 as outlined and shown on (Sub)Exhibit B (the "West Bay"), which contains 51,718.48 square feet, which is the sum of the following: 45,735.91 square feet of interior hangar space, 2,238.92 square feet of garage area, 149.58 square feet of garage entry space and 3,594.07 square feet of office, rest room and miscellaneous interior space. Also included in Parcel 1 is the exterior ramp/apron space in front of the West Bay consisting of 34,424.13 square feet, and the ramp/apron space southeast of Hangar No. 2 directly south of the parking lot, consisting of 40,274.89 square feet, as also shown on (Sub)Exhibit B; and
- (b) Parcel 2 -- the exterior ramp/apron space located south of the east bay of Hangar No. 2, which consists of 45,203.5 square feet, as also shown on (Sub)Exhibit B.

Section 2.02 Addition Of East Bay.

In addition to Parcels 1 and 2, there shall be added to the Premises, at the time described below, the following additional portion of Midway Hangar No. 2:

Parcel 3 -- the east bay of Hangar No. 2 as shown on (Sub)Exhibit B (the "East Bay") consisting of approximately 47,031 square feet of interior hangar space, 2,148 square feet of shop area and 1,876 square feet of office space, subject to reverification at the time that Parcel 3 is added to the Premises. Airline acknowledges that City may retain a small space in Parcel 3 located in the row of rooms lying between the East Bay and the West Bay consisting of approximately 300 -- 400 square feet, to be used by City for the purpose of storing equipment to service communications equipment that may be located on the roof of the Premises. Such space shall not be included in the Premises.

As of the Effective Date, the East Bay is being occupied by City, which shall vacate the East Bay at such time as the construction of substitute facilities are completed and City is able to relocate its personnel and equipment from the East Bay. Provided Airline is not in default under the terms of this Lease, Parcel 3 shall become a part of and be added to the Premises on the sixtieth (60th) day following the date that City fully vacates the East Bay, which is anticipated to occur on or about July 1, 1996. Airline acknowledges that it is not possible to precisely estimate the time for completion of said substitute facility and, therefore, City shall not be liable to Airline in any way for a failure to vacate the East Bay by said date.

Section 2.03 Adjustment Of Area Of Premises.

City shall have the right to re-measure the Premises, or any portion thereof, at any time during the Term of this Lease upon the construction of any improvements or any other circumstances that may, in the opinion of the Commissioner, warrant a re-measurement of the Premises. Any change in the square footage of the Premises resulting from such a re-measurement, and any corresponding change in Rent resulting therefrom, shall be indicated on the applicable exhibits hereto without the necessity of a formal amendment to this Lease.

Section 2.04 Easements And Rights-Of-Entry.

(a) Commencing on the Effective Date and continuing during the Term of this Lease for so long as City continues to occupy and use the East Bay, Airline hereby grants City an easement over and on Parcel 2 of the Premises at the approximate location shown as "Easement" on (Sub)Exhibit B-1 attached hereto for the purpose of ingress and egress by employees and invitees of the City and their vehicles to the East Bay.

(b) Commencing on the Effective Date and continuing during the Term Airline hereby grants City an easement over the eastern section of Parcel 1 of the Premises at the approximate location shown as "Easement" on (Sub)Exhibit B-1 attached hereto for the purpose of ingress and egress by employees and invitees of the City to the parking lot located east of the East Bay.

(c) Airline's leasing of the Premises shall be subject to any and all easements, licenses and other rights with respect to the Premises granted to or vested in any other governmental entities or agencies, such as the F.A.A..

(d) Airline acknowledges that there may currently exist, and that City may grant in the future, easements and rights on, over and/or under the Premises for the benefit of suppliers and/or owners of utilities that service the Airport, and Airline hereby consents to any such utility easements whether now in existence or later granted.

(e) Airline also grants to City the right and easement to enter onto the Premises for the purpose of conducting any operations related to the functioning of the Airport, including without limitation, the right to service any antennas or communication facilities now or hereafter located on the roof of the Premises and to inspect and/or conduct testing on any part of the Premises. City agrees to use reasonable efforts to not unreasonably interfere with Airline's use and possession of the Premises when exercising any of the rights granted under this Subsection 2.04.

(f) As of the Effective Date of this Lease, AMRTC parks aircraft on the ramp/apron located south of the West Bay in conjunction with its training of students. Airline agrees to continue to permit AMRTC to park such aircraft on said ramp/apron, subject to terms and conditions agreeable to Airline and AMRTC, until AMRTC has relocated such aircraft to an alternate area. If AMRTC relocates its aircraft to the area designated as the "stone area", next to Parcel 1 as shown on (Sub)Exhibit B-1, then Airline also hereby grants an easement across the eastern section of Parcel 1 of the Premises for the purpose of access by students and employees of AMRTC to and from the aircraft and the AMRTC training facility located southeast of the East Bay.

Section 2.05 Use Of Premises.

Subject to (i) the terms and provisions contained in this Lease, (ii) all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof in connection with the conduct of hangar and hangar related activities by Airline and its Related Parties at the Airport, and (iii) the terms and provisions of the Midway Use Agreement, Airline is hereby granted the use of the Premises for the following purposes:

- (a) the repair, maintenance, conditioning, servicing, testing, parking, moving and storage of aircraft or aircraft related equipment operated by Airline;
- (b) the ground training of personnel (maintenance, flight crew and flight attendants) in the service of, or employ of or to be employed by Airline;
- (c) the loading and unloading of personnel, property, cargo and mail upon or from aircraft operated by Airline;
- (d) the servicing by Airline or an agent of its choosing of aircraft and other equipment operated by Airline on the ramp/apron, by truck or otherwise, with oil, greases, lubricants, gasoline, fuel and propellant, and with foods, beverages and other supplies and materials;
- (e) the maintenance and operation of facilities and equipment for storage, handling and dispensing of oil, greases, lubricants and de-icing fluids and of foods, beverages and any other supplies and materials, shall be subject to the written approval of the Commissioner; provided, however, that such uses shall be conducted in compliance with applicable safety requirements which shall, from time to time, be subject to review and approval by the Commissioner;
- (f) the installation, operation and maintenance of communication, meteorological, aerial navigation and air-to-ground communication facilities and equipment for the use of Airline, provided the exercise of such right does not interfere with the City's operation of the Airport for the benefit of all aircraft using the Airport, and further provided that the Commissioner has granted his prior written approval;
- (g) the maintenance and operation of a lunchroom solely for use by Airline's employees and contractors, provided no cooking or food preparation facilities are located in the Premises other than a microwave oven and coffee preparation facilities;
- (h) the maintenance and operation of administrative offices, flight dispatch offices and operations offices;
- (i) the sale, disposal or exchange of Airline's aircraft, engines, accessories, oil, greases, lubricants, de-icing fluids, other equipment or supplies and any articles or goods used by or acquired for use by Airline in connection with its conduct of air transportation; provided, however, that Airline shall sell, dispose of or exchange any such items to others and its employees or scheduled air transportation operations only in

connection with its air transportation business or its providing maintenance services to other air transportation operations;

- (j) the purchase or otherwise obtaining and using of property of any nature reasonably necessary or convenient for its operations from any supplier of its choice; and
- (k) for such other uses as the City may approve in writing in its sole and absolute discretion.

Provided, however, that the foregoing shall not permit the conduct by Airline of any business other than the operation of an air transportation system and business and activities described herein and related and incidental thereto.

The foregoing shall not be construed to permit the conduct of any business at the Premises other than the operation of an air transportation hangar facility and activities incidental thereto, and the only activities that Airline is allowed to conduct on behalf of or for the benefit of other aircraft operators are those described in subsection (a) above. In the event Airline desires to enter into any Handling Agreements to handle any such activities on behalf of another aircraft operator at the Premises, Airline shall do so only after obtaining the prior written consent of the Commissioner, such consent to be given or withheld in the sole and absolute discretion of the Commissioner; provided, however, in an emergency situation, verbal approval or consent of the Commissioner shall be sufficient.

Section 2.06 Ingress And Egress.

Subject to the lawful rules and regulations promulgated by City, Airline and its employees, agents, passengers, guests, patrons and invitees, its suppliers of materials and furnishers of services, and its aircraft, equipment, vehicles, machinery and other property shall have the right and privilege of ingress to and egress from the Premises across the Airport at locations acceptable to the City.

Airline shall not block or otherwise obstruct common use taxi lanes or access roads with aircraft or ground vehicles at any time or in any manner which will impair or adversely affect the use or operation of said taxi lanes or access road areas.

Section 2.07 Quiet Enjoyment.

City agrees, unless otherwise provided by this Lease, that if Airline shall perform all obligations and make all payments as provided hereunder, Airline shall be entitled to and shall have the quiet possession and

enjoyment of the Premises, and the rights and privileges leased to Airline hereunder, subject to the provisions contained in this Lease.

Section 2.08 Present Condition Of Premises.

It is hereby mutually understood and agreed that Airline, by the execution of this Lease, accepts the Premises "as is", aware that proper maintenance has been deferred for many years and that major repairs are needed, possibly involving the main mechanical systems. The City shall have no obligation or responsibility whatsoever to do any work or furnish any improvements of any kind to the Premises or perform any maintenance or repair on the Premises. Upon the expiration of the Term of this Lease, Airline shall return the Premises to City with the Mandatory Improvements fully installed and/or completed, and the East Bay Improvements that Airline has installed and completed, all in good order and condition, subject to ordinary wear and tear, except to the extent Airline's acts or omissions exacerbate or worsen the condition that previously existed with respect to such matters, Airline shall not be liable to City for (i) any Hazardous Material on the Premises solely and to the extent that same was introduced onto the Premises prior to the Effective Date, and (ii) for any underground storage tanks that were placed on the Premises prior to the Effective Date.

Section 2.09 Parking Spaces.

(a) During the Term, Airline and its employees and invitees shall have the non-exclusive right to park in up to forty (40) parking spaces in the parking lot adjacent to the East Bay at no additional charge. Airline is strictly prohibited from assigning or granting any one else any rights to use these parking spaces or charging anyone else for the use of said parking spaces. The use of these parking spaces by Airline's employees and invitees shall comply with all rules and regulations imposed on the use of the parking lot by City or the Commissioner, and the City shall have no liability whatsoever to Airline, Airline's subtenants, agents, employees, representatives, or invitees for any damage, destruction, loss or claim of any kind arising out of the use by any of the aforementioned of such parking spaces.

(b) In addition to the aforesaid forty (40) parking spaces, at the time that Parcel 3 is added to the Premises pursuant to Section 2.02 above, City agrees that Airline shall be granted the right to use additional parking spaces in said parking lot, the number and location of said spaces to be mutually agreed upon at the time Parcel 3 is added to the Premises. When the additional parking spaces are designated, all parking spaces then allocated for use by Airline shall become part of the Premises, and Airline shall thereafter pay Rent for all parking spaces equal to \$.45 per square foot per annum, increased in the sixth (6th) year of this Lease by fifteen percent (15%) for the remainder of the Term. Rent for all parking spaces during the

first Extension Term and thereafter shall be determined in the same manner as Base Rent pursuant to Section 3.02. In addition, when the parking spaces are added to the Premises, Airline shall then be responsible for the maintenance and repair thereof, including snowplowing.

Article 3.

Term.

Section 3.01 Term Of Lease.

The term of this Lease shall be for a period of ten (10) years commencing on _____, 1995 (the "Commencement Date"), and terminating on _____, 2005 (the "Term").

Section 3.02 Options To Extend.

(a) Airline shall have the right to extend the Term of this Lease for two (2) additional terms of five (5) years each, the first commencing on the day following the expiration of the initial Term of this Lease and the second commencing on the day following the expiration of the first Extension Term (as hereinafter defined) (each such first day being hereinafter referred to as the "Commencement Date of the Extension Term") and ending on the last day of the calendar month in which the day preceding the fifth anniversary of the Commencement Date of the Extension Term occurs (each such additional term is hereinafter called an "Extension Term") provided that:

- (i) Airline shall give City notice (hereinafter called the "Extension Notice") of its election to extend the Term of the Lease at least twelve (12) months, but not more than thirty-six (36) months, prior to the expiration date of the initial Term of this Lease, or the first Extension Term, as applicable, and
- (ii) (a) Airline is the party originally named herein as Airline, (b) Airline or a Related Party actually occupies at least fifty-one percent (51%) of the Premises initially demised under this Lease, and (c) there is not then existing an Event of Default or any condition which with the giving of notice and/or the passage of time could become an Event of Default as of the time of the giving of the Extension Notice and the Commencement Date of the Extension Term.

(b) Annual Base Rent payable by Airline to City during the first five (5) years of the first Extension Term shall be increased to the higher of:

- (i) the fair market rent for the Premises; fair market rent to be initially determined by City as the annual base rent that would be paid by an unrelated, willing tenant for the first Extension Term in light of the length of the first Extension Term, said base rent to be net of operating expenses, taxes and other costs, and City shall set forth such determination in a written notice to Airline, which determination shall be as of the date occurring six (6) months prior to the Commencement Date of the Extension Term (such date is hereinafter called the "Determination Date") and shall be made within a reasonable period of time after the occurrence of the Determination Date, or
- (ii) \$611,512.56, which is the sum of \$315,459.11 for Parcel 1, plus \$24,328.53 for Parcel 2, plus \$271,724.92 for Parcel 3, which are equal to one hundred four percent (104%) of the annual Base Rent payable in the tenth (10th) year of the Term;

but in no event shall the annual Base Rent during the first Extension Term exceed \$881,989.28 which is one hundred fifty percent (150%) of the annual Base Rent payable in the tenth (10th) year of the Term.

(c) In the event Airline gives the Extension Notice in accordance with the provisions above and Airline disputes the fair market rent as determined by City, then at any time on or before the date occurring thirty (30) days after Airline has been notified by City of the fair market rent, Airline may give notice to that effect to City. If City and Airline are unable to reach agreement upon the fair market rent within twenty-one (21) days after the date of such notice, then within seven (7) days, City and Airline shall each simultaneously submit to the other in a sealed envelope its good faith estimate of the fair market rent. If the higher of such estimate is not more than one hundred five percent (105%) of the lower of such estimates, then the fair market rent shall be the average of the two estimates. Otherwise, within five (5) days either City or Airline shall set Base Rent in the following manner: the parties shall select a mutually acceptable independent M.A.I. appraiser with at least ten (10) years experience in real estate appraisal. If the parties cannot agree on an appraiser within five (5) days, then each shall select an appraiser meeting such qualifications who shall select a third appraiser and the third appraiser shall select one of the two estimates of fair market rent submitted by City and Airline as the one closer to the fair market rent as determined by the third appraiser. The value so selected shall be the fair market rent. The party whose estimate is not chosen by the third appraiser shall pay all costs and expenses of such appraiser and of any experts retained by such appraiser. Each party shall pay the fees and expenses of the appraiser appointed by or for such party.

(d) The annual Base Rent payable by Airline to City during the second Extension Term shall be determined by multiplying the Base Rent payable during the first Extension Term by one hundred fifteen percent (115%).

(e) Except as provided herein, Airline's occupancy of the Premises during the Extension Terms shall be on the same terms and conditions as otherwise contained herein.

If Airline exercises its right to extend the Term of this Lease for an Extension Term, the phrases "the Term of this Lease" or "the Term hereof" as used in this Lease, shall be construed to include, when practicable, the Extension Term.

Article 4.

Rent.

Section 4.01 Place Of Payment.

On or before the first (1st) day of each calendar month during the Term of this Lease, Airline shall pay a monthly rental fee as set forth below without set-off, deduction or discount, except as otherwise provided herein, in lawful money of the United States, to City at the Office of the City Comptroller, 333 South State Street, Room 402, Chicago, Illinois 60604, or to such other place or person as City may direct Airline by written notice.

Section 4.02 Rent.

The "Base Rent" for the Premises during the Term shall be set forth on (Sub)Exhibit C attached hereto. All Base Rent described in (Sub)Exhibit C shall be payable in monthly installments in advance equal to one twelfth (1/12) of the applicable yearly amount.

Section 4.03 Prorations.

Notwithstanding the foregoing, if any Base Rent commences other than as of the first day of any month or terminates prior to the last day of any month, Base Rent for such month shall be determined on a pro rata basis according to the number of days of such month, and any required payment or refund of such month shall be made as promptly as practicable.

Section 4.04 Other Charges.

Airline covenants and agrees that the Base Rent specified in this Article 4 shall be absolutely net to City, to the end that this Lease shall yield net to City the entire Base Rent, and so that all costs, fees, interest, charges, expenses, utilities, water rates, electricity, gas, taxes and assessments, general and special, lawfully levied, assessed upon or related to the Premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the Lease Term, shall be deemed additional Rent due and payable by Airline hereunder.

Section 4.05 Rent Credit.

Provided Airline completes the Mandatory Improvements in accordance with the applicable provisions of this Lease, Airline shall receive a credit or reduction of Base Rent payable for the West Bay only, and such credit shall be equal to the sum of the actual out-of-pocket costs of completing the Mandatory Improvements, not to exceed the sum of One Million Dollars (\$1,000,000), which shall be authorized on a monthly basis over the remainder of the original Term (not to include any Renewal Periods) with simple interest thereon at the annual rate of eight and one-half percent (8.5%). In addition to the Mandatory Improvements, Airline may perform those improvements to the East Bay that are listed on (Sub)Exhibit F attached hereto (the "East Bay Improvements") pursuant to Article 5 below, as such improvements are necessary for the use and occupancy thereof by Airline. If the East Bay Improvements are completed by Airline, then Airline shall be entitled to an increase in the credit or reduction of Base Rent, such credit to be equal to the combined actual out-of-pocket costs of completing the East Bay and Mandatory Improvements, not to exceed the sum of Two Million Dollars (\$2,000,000), which shall be amortized and credited to the Base Rent for the East Bay and the West Bay in the same manner as described above. Costs that are eligible for inclusion in these Base Rent credits shall be actual costs of labor and materials involved in performing the repair, replacement and improvements constituting the Mandatory Improvements and the East Bay Improvements, and costs of architectural and engineering fees, and no others. Before any applicable Base Rent credit shall be approved and effective, Airline shall have fully completed all the Mandatory Improvements and/or the East Bay Improvements, respectively, to the reasonable satisfaction of City and submitted all invoices, sworn statements, lien waivers and any other appropriate documentation requested by the Commissioner to verify the costs paid in good faith by Airline with respect thereto. The Commissioner shall have the right to approve the reasonableness, allocability and allowability of those costs which are to be credited to Base Rent by the City, such approval not to be unreasonably withheld. It is intended by the parties hereto that the Base Rent credits to Airline pursuant to this Section 4.05 shall be a personal benefit available only to American Trans Air, Inc., and

the benefit of the rent credit shall not be available to any sublessee, assignee or other transferee of any interest of Airline in this Lease. Notwithstanding anything stated herein, in no event shall any provision of this Section 4.05 require that City ever be obligated to pay any amounts to Airline.

Section 4.06 Security Deposit.

As additional security for the faithful and prompt performance of Airline's obligations hereunder, Airline shall pay to City simultaneous with the execution of this Lease a sum equal to \$71,025.84 (the "Security Deposit") to be held and applied by the City for the purpose of curing any Event of Default or paying any other amounts owned by Airline to City pursuant to this Lease. The amount of the Security Deposit shall be increased to \$126,204.54 at such time as Parcel 3 is added to the Premises as described in Section 2.01 above. The Security Deposit may be in the form of a letter of credit or performance bond if the form and substance of said instruments are acceptable to the Commissioner. In the event that City applies any portion of the Security Deposit for such purpose, Airline shall within fifteen (15) days after written demand therefor deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount, and Airline's failure to do so shall be a material breach of this Lease. The Security Deposit shall not be deemed an advance payment of Rent or a measure of City's damages for any breach of the terms of this Lease by Airline. Airline may not elect to apply any portion of the Security Deposit toward the payment of Base Rent or other charges payable by Airline hereunder. City shall not be required to segregate the Security Deposit from Airport funds and Airline shall not be entitled to interest on the Security Deposit. If Airline shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Airline within thirty (30) days after the expiration of the Term and Airline's vacation of the Premises.

Article 5.

Construction, Maintenance And Repair.

Section 5.01 Mandatory Improvements.

Airline and City acknowledge that the rehabilitation of the West Bay by Airline is an essential condition of this Lease and of the rentals agreed to in Article 4 hereof. Therefore, Airline agrees to perform or cause to be performed the repairs, replacements and improvements to the Premises that are listed and described on (Sub)Exhibit D attached hereto (the "Mandatory Improvements"), at its sole cost and expense subject to the provisions of Section 4.05 hereof. Commencement of the Mandatory Improvements shall

occur no later than two (2) months after the Effective Date (for purposes of this sentence, commencement of said work shall be deemed to have occurred when Airline executes a general contract for the performance of the work) and Airline shall thereafter diligently pursue said repairs, replacements and improvements until fully completed in a condition reasonably acceptable to City. In addition, Airline may, after taking possession of the East Bay as provided herein, perform the East Bay Improvements, as described in Section 4.05 above, as such improvements are necessary for the continued use and occupancy of the East Bay by Airline. The Mandatory Improvements and the East Bay Improvements shall become a part of the Premises and thereafter be deemed owned by the City at such time as each is completed and accepted by the City. The performance of the Mandatory Improvements and the East Bay Improvements shall be in conformance with all applicable City codes, ordinances, orders and regulations, general Airport standards, and/or F.A.A. regulations, whichever is more restrictive, and the conduct of performing said work shall be in accordance with the procedures and standards set forth in (Sub)Exhibit E attached hereto, in compliance with all requirements set forth in the Midway Use Agreement for performing capital improvement work at the Airport, and subject to the additional legal requirements of Articles 6 and 8 hereof.

Section 5.02 Other Leasehold Improvements.

In addition to the Mandatory Improvements and the East Bay Improvements, Airline may from time to time construct or install in the Premises, at its own expense, other improvements (including pavements), facilities and equipment, and any additions thereto, reasonably necessary in connection with any use permitted under the provisions of this Lease, subject to the prior written approval of the Commissioner. Any construction or improvements shall commence only after Airline obtains any requisite building or construction licenses or permits as may be required by federal, state or local laws or regulations. A construction application together with plans and specifications of any proposed construction or installation (including any substantial alteration or addition thereto), a proposed schedule and evidence of insurance coverages required by Article 7 shall be submitted to and received by the City prior to the issuance of written approval from the Commissioner and before commencement of construction. If requested by the Commissioner, Airline shall require the contractor to furnish a performance and payment bond in form and substance acceptable to Commissioner. City's approval shall be absolute and may be withheld in its sole discretion, but City's approval of or consent to any plans and specifications shall not constitute a zoning approval or approval for other purposes or by other agencies or divisions of the City. No restriction shall be placed on Airline as to any architect, builder or contractor for such leasehold improvements other than those requirements set forth in Articles 6 and 8 of this Lease and any other applicable local, state or federal law or regulation. Where appropriate, the professionals shall be properly licensed and insured to perform their work. During any construction or installation of such other

leasehold improvements, City shall have the right at all times to have inspectors or other representatives of the City at site to review and inspect all such work. Notwithstanding said right of review and inspection of the City, City shall in no way be deemed responsible for any such work not being completed in accordance with approved plans and specifications or applicable laws, codes, statutes, rules or regulations.

Any work performed in connection with such leasehold improvements at the direction of Airline, even though performed by contractors, subcontractors or others of any and all tiers working through them, shall be the responsibility of Airline. All work shall be performed in accordance with the plans and specifications and other documents submitted to and approved by the Commissioner, with the Airport design and construction standards and any other applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations, and with the legal requirements set forth in Articles 6 and 8 hereof. In those cases where the Commissioner considers these other leasehold improvements to be in the nature of public works, or if Airline anticipates being reimbursed by City for any such work, the additional legal requirements set forth in (Sub)Exhibit E shall also apply.

Section 5.03 Repairs.

Airline shall keep and maintain all buildings, improvements and facilities and all additions thereto on the Premises, including without limitation the ramp/apron area located on the Premises, in good condition and repair, reasonable wear and tear excepted, in a safe, sanitary and sightly condition, and Airline shall comply with all health and safety requirements applicable thereto.

Section 5.04 Lighting And Signs.

Airline shall be solely responsible for the illumination of the aircraft parking ramps included in Parcels 1 and 2 of the Premises with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building included in the Premises and on the highest point of each smoke stack, pole, aerial and antenna on the Premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Airline's expense from dusk to dawn and during periods of restricted visibility. Any signs installed by Airline on the Premises shall be limited to the purpose of identifying Airline and not for advertising. The number, general type, size, design and location of such signs shall be subject to the prior written approval of the Commissioner.

Section 5.05 Covenant Against Liens.

No party shall have any right to file any liens against the Premises or any other property of City, and Airline shall keep the Premises and the buildings, improvements and facilities constructed thereon free and clear of liens or claims of liens in any way arising out of the construction, improvement or use thereof by Airline. In the event of an attempt to file a lien against the Premises as a result of any act or omission of Airline, Airline shall promptly take such steps as are necessary to release such claim or attempted lien from the Premises.

Section 5.06 Performance By City Upon Failure Of Airline To Maintain.

In the event Airline fails to perform its obligations under this Lease for a period of thirty (30) days after written notice of default from City, or within such additional time as may be reasonably necessary to perform such obligations so long as Airline is diligently and expeditiously working to fulfill such obligations, City may enter the Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice of default to Airline, City may perform such obligation of Airline at any time after the giving of such notice to Airline and Airline shall pay the cost and expense of such performance.

Section 5.07 Access By City.

Upon the giving of reasonable notice, which may in emergency circumstances be only verbal notice, Airline shall allow City, its officers, agents or employees, free access to the Premises for the purpose of examining the same to ascertain if Airline is performing its obligations under the Lease, and for conducting tests and inspections for any other reason deemed reasonably necessary by the City.

*Article 6.**Compliance With All Laws.***Section 6.01 Applicable Laws.**

Airline shall comply, and shall cause its contractors and their respective agents and employees to comply, with all applicable laws, including without limitation, the following:

A. Nondiscrimination:**(1) General Requirements:**

- (a) It shall be an unlawful employment practice for Airline to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.
- (b) Airline shall comply with The Civil Rights Act of 1964, 42, U.S.C. Sec. 2000, et seq. (1981), as amended. Airline shall further comply with Executive Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086,43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101 -- 6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793 -- 794 (1981); the Americans with Disabilities Act, P.L. 101 -- 336; 41 C.F.R. Part 60, et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and F.A.A. Circular No. 150/5100 © XXV.

- (2) State Requirements: Airline shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq. (1990), as amended; and the Environmental Barriers Act, 410 ILCS 25/1, et seq. Ill. Rev. Stat..
- (3) City Requirements:
 - (a) Airline shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Code, and shall also comply with, and cause its contractors to comply with, and execute the Special Condition Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment, a copy of which is attached hereto as (Sub)Exhibit F.
 - (b) Further, Airline shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

B. Prevailing Wage:

- (1) Airline shall comply with 820 ILCS 130/0.01, et seq., as it may be amended (the "Prevailing Wage Act"), so long as the Prevailing Wage Act is in effect, in order to ensure that such persons covered by the Prevailing Wage Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. All contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for such craft or type of worker or mechanic employed in the contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts.
- (2) The term "general prevailing hourly rate", when used in this Lease means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public work.

C. Non-Collusion, Bribery of a Public Officer or Employee:

Airline shall comply with the Code, Section 2-92-320, as follows:

- (1) No person or business entity shall be awarded a contract or subcontract if that person or business entity:
 - (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that office's or employee's official capacity; or
 - (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
 - (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
- (2) For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.
- (3) Ineligibility under this section shall continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Purchasing Agent under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of "affiliated agency", and a detailed description of the conditions which would permit the Purchasing Agent to reduce, suspend, or waive the period of ineligibility.

D. Chapter 2-56 of the Code -- Office of Inspector General:

- (1) It shall be the duty of Airline to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Airline understands and will abide by all provisions of Chapter 2-56 of the Code.
- (2) All contracts shall inform contractors of this provision and require understanding and compliance herewith.

E. Governmental Ethics Ordinance: Airline shall comply with Chapter 2-156 of the Code, "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 contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- F.
- (1) Anti-Scofflaw Certification Affidavit: Airline shall be required to submit a fully executed Anti-Scofflaw Certification Affidavit ("Affidavit"), in the form provided by the City, signed by an authorized officer of the company before a notary which certifies that Airline, its agents, employees, officers and any contractors, have not been engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this Affidavit and do not owe any debts to the City in violation of Chapter 2-92-380 of the Code.
 - (2) In accordance with Section 2-92-380 of the Code and in addition to any other rights and remedies (including any of set-off) available to the City, or permitted at law or in equity, the City shall be entitled to set off a portion of any compensation due under the Lease, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint or the amount of any debt owed by the party to City.
 - (3) For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt"

means a specified sum of money owed to City for which the period granted for payment has expired.

- (4) Notwithstanding the provisions of Subsection (1), above, no such debt(s) or outstanding violation complaint(s) shall be off set if one or more of the following conditions are met:
- (a) The party has entered into an agreement with the Department of Revenue, or other appropriate City of Chicago department, for the payment of all outstanding parking complaints and/or debts owed to the City and the party is in compliance with the agreement; or
 - (b) The party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - (c) The party has filed a petition in bankruptcy and the debts owed in the City of Chicago are dischargeable in bankruptcy.

G. Americans with Disabilities Act:

- (1) Any and all design specifications for the improvements shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101 -- 336 (1990), 42 U.S.C. 12101, et seq. and the Uniform Federal Accessibility Guidelines for Buildings and Facilities and, the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, Airline shall comply with the standard providing greater accessibility.
- (2) All construction or alterations undertaken by Airline in connection with this Lease shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101 -- 336 (1990), 42 U.S.C. 12101,

et seq., and the Uniform Federal Accessibility Standards for Americans with Disabilities; and the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110.

- H. **Certification:** Airline shall complete the appropriate subsection for State Tax Delinquencies and acknowledge all other representations in the Affidavit in the form provided by the City, which certifies that Airline, its agents, employees, officers and any contractors: a) have not been engaged in or been convicted of bribery or attempted bribery of 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 or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; b) do not owe any debts to the State of Illinois, in accordance with Section 11-42.1-1 of the Illinois Municipal Code; and c) are not presently debarred or suspended as defined in Subsection D, Certification Regarding Suspension and Disbarment of the Affidavit in Part One of the Contract Documents.
- I. **Disclosure of Ownership:** Pursuant to Sections 2-92-010, 2-92-020, 2-92-030 and 2-154(e), Airline and any person having more than a ten percent (10%) direct or indirect ownership interest in Airline, and any person, business entity or agency contracting with the City of Chicago shall be required to complete Section I, Disclosure of Ownership Interests in the Affidavit.
- J. **Resident Preference:** Airline shall comply and shall cause its contractors and subcontractors to comply with the residential preference requirements of Section 2-92-330 of the Code, as it may be amended, in the performance of any construction of the Mandatory Improvements, or any work for which Airline expects to be reimbursed by the City or receive a rent credit.

Section 6.02 Conflicts Of Interest.

(1) Airline represents and warrants that no member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with this Lease has any personal interests, direct or indirect, in this Lease or in Airline.

(2) Airline covenants that (i) no member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago or other

unit of government exercising any functions or responsibilities in connection with this Lease shall acquire any personal, financial or economic interest, direct or indirect, in Airline or this Lease, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City of Chicago or employee of the City of Chicago shall be admitted to any share or part of this Lease or any financial benefit to arise from it.

Article 7.

Indemnity, Insurance, Damage Or Destruction.

Section 7.01 Indemnification.

(a) To the extent permitted by law, Airline shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expense), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as result of claims described in Subsection (i) below, in each case, arising out of the following:

- (i) Suits or any other type of claim alleging a taking of property or interest in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Premises; or
- (ii) Airline's use or occupancy or non-use (if such non-use is contrary to Airline's obligations hereunder) of the Airport or Premises; or
- (iii) The condition of the Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
- (iv) Any damage caused to any other structures or property by Airline's construction of improvements to the Premises; or
- (v) The violation by Airline of any agreement, warranty, covenant or condition contained in this Lease, or of any law, ordinance, regulation, court order, contract, agreement or restriction relating to the Premises or Airline's use and occupancy thereof.

(b) To the extent permitted by law, Airline shall also be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees, subtenants, agents, representatives or contractors of Airline, and contractors, subcontractors and employees of the City) or damage to property (including, but not limited to, property of the City), occurring on account of or in connection with performance of any work or sustained by any employee of any contractors or on, to or for the benefit of the Premises while at the site of the work, and shall indemnify and save harmless the City from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all costs and expenses in suits which may be brought against the City on account of any such injuries to persons or damage to property, irrespective of whether it shall have been due to negligence of Airline, its contractors or subcontractors, but excepting physical injuries and property damage caused by or resulting from the sole negligence of the City, its agents, servants or employees, or caused by those items set forth in Section 2.07 above for which Airline is not responsible. The term "loss and liability" as used above shall be deemed to include, but not to be limited to, liability for the payment of Workers' Compensation under the Workers' Compensation Law of the State of Illinois and Airline specifically covenants to reimburse the City for all payments of Workers' Compensation which the City shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result of negligence of the Airline, its contractors, subcontractors, the City, their respective agents, servants or employees, or negligence of the injured employee, unless bodily injuries and property damage were caused by or resulted from the sole negligence of the City, as determined by a court of competent jurisdiction.

(c) During any construction by Airline, Airline shall be solely responsible for the support, maintenance, safety and protection of the facilities of the City, and for the safety and protection of all persons or employees and of all property therein.

(d) Airline agrees to rebuild, restore and repair or indemnify and hold the City harmless against liability for any and all injuries and damages to the property of the City arising directly from, or in any way referable to or occurring in connection with any work done by, or at the direction of, or for the benefit of Airline at the Premises, whether caused by the negligence of Airline, its employees, agents, contractors, subcontractors or otherwise.

(e) City shall not be liable to Airline or to Airline's subtenants, agents, representatives, contractors or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Airline's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport nor, to the extent permitted by law, shall City have any liability whatsoever to Airline, Airline's subtenants, agents,

representatives, contractors or employees, for any damage, destruction, injury, loss or claim of any kind arising out of the use by any of the aforementioned of any parking lot located either on or off the Airport. City shall not be liable to Airline for damage to property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport or failure to operate the Airport.

(f) City shall notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all lawsuit papers, pleadings and legal process. Airline shall assume and have full responsibility for the defense thereof, including the employment of counsel (subject to City's approval if such counsel is to represent the City's interests), and the payment of all expenses and all settlements or judgments. City shall cooperate with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof to the extent of its interest. Any settlement of such claims or actions shall be subject to the prior written approval of the Commissioner in his sole and absolute discretion.

(g) The obligations of Airline under this Section 7.01 shall survive the termination of this Lease, and shall not be affected in any way by the amount of or the absence in any case of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.

(h) The City, its officers, directors, commissioners, agents and employees, shall, to the extent permitted by law, have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease or the Premises in the event of a breach or default by City of any of its obligations.

Section 7.02 Insurance Coverage Required.

Airline shall procure and maintain, or cause to be maintained, at all times during the Term of this Lease, and until each and every obligation of Airline contained in this Lease has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Lease, whether performed by Airline or by its contractors.

(a) In General. Upon execution of this Lease, Airline shall procure and maintain the following kinds and amounts of insurance:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' 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 Lease, and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$200,000,000 per occurrence, combined single limit, for bodily injury, property damage liability and personal injury with a sublimit of \$25,000,000. Coverage extensions shall include the following: All premises and operations, products/completed operations, for a minimum of two (2) years following project completion, explosion, collapse, underground, independent contractors, broad form property damage, cross liability and contractual liability (with no limitation endorsement). The City, its employees, elected officials, agents, and representatives are to be named as additional insureds, on a primary, non-contributory basis for any liability arising directly or indirectly from this Lease.

(iii) All Risk Property Insurance.

Airline shall obtain an All Risk Property policy, including improvements and betterments covering damage to buildings, machinery, equipment or supplies in the amount of full replacement value of the property. Coverage extensions shall include business interruptions/loss of rents (in an amount not less than the sum of Rent then payable under this Lease for a period of one (1) year), collapse, boiler and machinery, sprinkler leakage, utility interruption, glass, earthquake, off-premises power failure, debris removal and flood. City is to be named as a loss payee.

The Airline shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned or rented by Airline.

(iv) Automobile Liability Insurance.

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Airline shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury and property damage. City is to be named as an additional insured on a primary, non-contributory basis.

(v) Professional Liability.

When any architects, engineers, construction managers or consultants perform work in connection with this Lease, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Lease, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

(b) Construction. During any construction (including improvements, betterments or repairs), Airline shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' 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 during this construction and Employer's liability coverage with limits of not less than \$500,000 each accident or illness. Coverage extensions shall include other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations for a minimum of two (2) years following project completion, explosion, collapse, underground, independent contractors, cross liability and contractual liability (with no limitation endorsement). City, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Airline or any contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence combined single limit, for bodily injury and property damage. City is to be named as an additional insured on a primary, non-contributory basis.

(iv) All Risk Blanket Builders' Risk Insurance.

When Airline undertakes any construction, including improvements, betterments and/or repairs, Airline or Contractor shall provide All Risk Blanket Builders' Risk Insurance to cover at replacement cost the materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverage extensions shall include the following: right to partial occupancy, material stored off-site and in-transit, boiler and machinery, earthquake, flood (including surface water backup), collapse, water damage, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown and failure, deletion of freezing and temperature exclusions, business interruption, extra expenses, loss of revenue, loss of rents and loss of use of property. City shall be named as loss payee.

(v) Professional Liability Insurance.

When any architects, engineers, construction managers or

consultants perform work in connection with this Lease, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than \$1,000,000. Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vi) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Lease, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

7.03 Other Provisions.

The Airline and any of its contractors will furnish the City, Department of Finance, Risk Management Office, 333 South State Street, Chicago, Illinois 60604, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, with copies of same provided to the Department of Aviation, City of Chicago, Attention: Real Estate and Finance Divisions. Airline and any of its contractors shall submit Evidence of Insurance on the City of Chicago Insurance Certificate of Coverage Form a copy of which shall be provided to Airline upon request prior to execution of Lease. The receipt of any certificate does not constitute agreement by the City that the Insurance requirements in the Lease have been fully met or that the Insurance policies indicated on the certificate are in compliance with all requirements of the agreement. The failure of the City to obtain certificates or other insurance evidence from Airline or its contractors shall not be deemed to be a waiver by the City. Airline or its contractors shall advise all insurers of these Lease provisions regarding insurance. Non-conforming insurance shall not relieve Airline or its contractors of their obligation to provide insurance as specified herein. Nonfulfillment of the Insurance conditions may constitute a violation of this Lease, and the City retains the right to terminate this Lease until proper evidence of insurance is provided.

If Airline fails to obtain or maintain any of the insurance policies under this Lease or to pay any premium in whole or in part when due, City may (without waiving or releasing any obligation or default by Airline hereunder) obtain and maintain such insurance policies and take any other action which the City, including reasonable attorney's fees, court costs and expenses, shall be reimbursed by Airline upon demand by City.

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.

Airline or its contractors shall require all subcontractors to carry the insurance required herein, or Airline or its contractors may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Airline or its contractors.

Airline or its contractors and each subcontractor agree that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents or representatives.

Airline or its contractors expressly understand and agree that any coverages and limits furnished by Airline or its contractors shall in no way limit the Airline or its contractors' liabilities and responsibilities specified within this Lease or by law.

Airline or its contractors expressly understand and agree that any insurance or self insurance programs maintained by the City shall not contribute with Insurance provided by the Airline or its contractors or under this Lease.

Airline or its contractors shall not violate or permit to be violated any of the conditions or provisions of any of the insurance policies, and Airline and its contractors shall so perform and satisfy or cause to be performed and satisfied the requirements of the companies writing such policies so that at all times companies of good standing, satisfactory to City shall be willing to write and continue such insurance.

City shall not be limited in the proof of any damages which City may claim against Airline and its contractors arising out of or by reason of Airline's and its contractors' failure to provide and keep in force insurance, as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Airline and its contractors and which would have been payable under such insurance, but City shall be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease, and damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the project or the Premises occurring during any period when Airline or its contractors shall have failed or neglected to provide insurance as aforesaid.

The insurance required by this Lease, at the option of Airline or its contractors, may be effected by blanket or umbrella policies issued to Airline or its contractors covering the Premises and other properties owned or leased by Airline or its contractors, provided that the policies otherwise comply with the provisions of the Lease and allocate to the Premises the specified coverage, without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Airline or its contractors desire additional coverage, higher limits of liability, or other modifications for its own protection, then Airline, or its contractors and subcontractors, shall each be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 7.04 Adjustments Of Rental Insurance Claims.

- (a) With respect to insurance coverage for loss of rents under Sections 7.02(a)(iii) and 7.02(b)(iv), claims shall be settled and adjusted by Airline and City, and the proceeds shall be applied:
 - (1) First to the payment of any unpaid Rent or any other payments required to be made by Airline under this Lease and at any time payable prior to the end of the applicable Loss Period (as hereinafter defined); and
 - (2) The balance, if any, shall be paid to Airline.
- (b) For the purpose of this Section 7.04, the term "Loss Period" shall refer to the period covered by the proceeds payment concerned, or if no such period is designated, then to the period commencing with the casualty resulting in such loss and ending on the date that the Premises are restored and re-occupied.

*Article 8.**Airport Matters.***Section 8.01 Rules And Regulations.**

Airline shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City, county, state or federal authorities and, in particular, Airline agrees at all times to comply with any master security plan and procedures for the Airport as may be established by City from time to time. In emergency cases City shall deliver to Airline such emergency rules and regulations as promptly as practical, and Airline shall not be deemed in violation thereof or hereof in the absence of such delivery to Airline pursuant to the notice provisions hereof.

Upon request, City shall provide Airline with copies of City's current Airport rules and regulations applicable to Airline. Except in cases of emergency, subsequent rules and regulations promulgated by City shall be applicable to Airline fifteen (15) days after notice of the adoption thereof.

Section 8.02 Other Legal Requirements.

Airline shall comply, and shall cause its contractors to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including, without limitation, those promulgated by the F.A.A., which shall include, but not be limited to, the following:

(a) Prohibition Against Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct an Air Transportation Business as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privileges and right of conducting any or all activities of an aeronautical nature.

(b) Government Inclusion. The Airline covenants and agrees that this Lease shall be subordinated to the provisions of any existing or future agreement between the City and the United States government, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport. The Airline further agrees that it shall not cause the City to violate any assurances made by the City to the federal government in connection with the granting of such federal funds.

(c) Nondiscrimination. This Lease involves the use of or access to space on, over or under real property acquired or improved under the Airport Improvement Program of the Federal Aviation Administration, and

therefore involves activity which serves the public. The Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over or under such land and the furnishing of services thereon; and (c) that Airline shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

(d) Nondiscrimination in Furnishing Services. The Airline agrees to furnish services in the United States in compliance with federal law and on a fair and not unjustly discriminatory basis to all uses thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that the Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 8.03 Airport Agreements.

Airline's use and occupancy of the Premises shall be and remain subject to (a) the provisions of any existing or future agreements between City and the United States government, F.A.A. or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements, and (b) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, including without limitation, the Midway Use Agreement and any ordinance or indenture, or both, authorizing bond anticipation notes adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture.

Section 8.04 Airport Security Act.

This Lease is expressly subject to the Airport Security Act, as amended from time to time, the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that Airline, any individual employed by Airline, or their respective contractors,

subcontractors, suppliers of materials or providers of services, in the performance of this Lease, has: (i) unescorted access to secured locations on or at the Airport; or (ii) capability to allow others to have unescorted access to such secured areas, Airline shall be subject to, and further shall conduct with respect to its contractors, subcontractors, suppliers of materials, or providers of services and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner or the F.A.A. may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, Airline shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by City. Airline shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Lease in compliance with those guidelines developed by City and the F.A.A. with the objective of maximum security enhancement.

Section 8.05 Airport Noise Restrictions.

Airline understands that the Airport is currently the subject of a Part 150 Noise Study. Airline agrees to abide by any guidelines, rules or regulations for the Airport which result from this study or any other restrictions imposed on noise and which are applicable to the use of the Premises as an aircraft maintenance and testing facility.

Section 8.06 Regulating The Airport; Airport Operation.

City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion. City reserves the right, but shall not be obligated to Airline, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport. City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or part. This provision shall not be interpreted to grant a right to limit or discontinue means of access to the Premises by Airline from outside the Airport from dedicated public streets.

Article 9.

Exercise By City Of Governmental Functions.

Nothing contained in this Lease shall impair the right of City in the exercise of its governmental functions including, without limitation, the

right to require Airline to pay any tax or inspection fees or to produce necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

Article 10.

Events Of Default.

Section 10.01 The occurrence of any of the following shall constitute an "Event of Default" hereunder:

- (a) The filing by Airline of a voluntary petition in bankruptcy occurring on or after the date of this Lease, or if after the date hereof any involuntary petition in bankruptcy shall be filed against Airline under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof. In such event, the amounts due and to become due under the terms of this Lease shall be accelerated and become due and payable.
- (b) On or after the date of this Lease, the admission, in writing, by Airline of its inability to meet its debts as they mature.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any federal reorganization act on or after the date of this Lease.
- (d) The appointment of a receiver on or after the date of this Lease of any, all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline on or after the date of this Lease of all or substantially all its assets for the benefit of its creditors.
- (f) The abandonment by Airline of its conduct of air transportation at the Airport or the vacation of the entire Premises during the term of this Lease.

- (g) The failure by Airline to pay any Rent as required under this Lease when due, and the failure to cure same within five (5) business days after the giving of written notice thereof to Airline.
- (h) The default by Airline on or after the date of this Lease in the performance of any other representation, warranty or covenant or agreement required to be performed by Airline in this Lease or any material covenant or agreement contained in the Midway Use Agreement and the failure of Airline to remedy such default within a period of thirty (30) days after written notice to the Airline, or such additional time as may be reasonably necessary to remedy such default so long as Airline is diligently and expeditiously proceeding to cure such default, but in no event shall any such default remain uncured more than ninety (90) days after such written notice.
- (i) The failure of Airline to comply with any applicable Environmental Laws. City, at its election, may, in addition to any other remedy specified herein, enter the Premises and take necessary measures to insure compliance with any Environmental Laws, all at Airline's expense.

Section 10.02

Further, if it so elects, with or without notice or demand, City may exercise any one or more of the following described remedies in addition to all other rights and remedies provided elsewhere herein or at law or equity:

(a) City may terminate this Lease and the Term created hereby, in which event all Rent provided to be paid by Airline for the balance of the Term shall immediately become due and payable and City may forthwith repossess the Premises and be entitled to recover forthwith as damages (i) all of the Rent accrued and unpaid for the period up to and including such termination date, and (ii) any other sums for which Airline is liable or in respect of which Airline has agreed to indemnify City under any provisions of this Lease which may be then due and owing.

(b) City may terminate Airline's right of possession and may repossess the Premises by taking peaceful possession or otherwise as provided in this section without terminating this Lease or releasing Airline, in whole or in part, from Airline's obligation to pay Rent hereunder for the full Term. Upon and after entry into possession without termination of this Lease, City may relet the Premises or any part thereof for the account of Airline, for such rent, for such time, and upon such terms as shall be satisfactory to City, and City shall not be required to accept any tenant offered by Airline nor to observe any instructions given by Airline about such reletting. For the purpose of such reletting, City is authorized to

make any repairs, alterations or additions in or to the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations and additions and the other expenses of such reletting and of the collection of the rent accruing therefrom to equal or exceed the Rent provided for in this Lease for the balance of its Term, Airline shall satisfy and pay such deficiency upon demand therefor.

(c) In the event, for any reason other than that City has not vacated the East Bay, Airline does not take possession of Parcel 3 on the date described in Section 2.02 above, City shall also have the right and option, as an additional remedy, to terminate Airline's leasing and possession of Parcel 2. City shall exercise such remedy by giving Airline thirty (30) days advance written notice of such exercise and if Airline has cured such default by taking possession of Parcel 3 and paying Rent thereon within said thirty (30) day period, then Airline's leasing and possession of Parcel 2 shall be terminated as of said thirtieth (30th) day.

If City exercises the remedies provided for above, Airline shall surrender possession and vacate the Premises or appropriate portion thereof immediately and deliver possession thereof to City, and Airline hereby grants to City full and free license to enter into and upon the Premises in such event and take complete and peaceful possession of the Premises, with or without process of law, to expel or remove Airline and any other occupants and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry and detainer, or conversion of property and without relinquishing City's right to rent or any other right given to City hereunder or by operation of law.

All property removed from the Premises by City pursuant to any provisions of this Lease or by law may be handled, removed or stored in a commercial warehouse or otherwise by the City at the risk, cost and expense of Airline, and City shall in no event be responsible for the value, preservation or safekeeping thereof. Airline shall pay City, upon demand, any and all expenses incurred by City in such removal and storage charges against such property so long as the same shall be in City's possession or under City's control. All property not removed from the Premises or retaken from storage by Airline within forty-five (45) days after the end of the Term, however terminated, shall be conclusively deemed to have been forever abandoned by Airline.

Airline shall pay all of City's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing Airline's obligations under this Lease.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms,

covenants and conditions. No failure by City to timely bill Airline for any rentals, fees or charges of any kind shall in any way affect or diminish Airline's obligation to pay said amounts. The acceptance of Rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Airline, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article 11.

Termination By Airline.

Section 11.01 Termination -- General.

Airline may terminate this Lease and all of its obligations hereunder if (i) Airline is not in default in the payment of any amount due from it to City, (ii) there are no City issued bonds, including without limitation, special facility bonds, or other government financing instruments in connection with the Premises remaining unpaid or unsatisfied, (iii) there are no other restrictions on Airline's ability to terminate this Lease contained in any other document or instrument related to the Premises or the operation thereof, and (iv) upon or within ten (10) days after the happening and during the continuance of any one of the following events, none of which, however, shall result in any liability to the City or provide Airline with any remedy other than an option to terminate as set forth herein:

(a) The failure or refusal of the F.A.A. to approve all operations into and from the Airport for all types of aircraft operated by Airline and the continuance thereof for a period of at least six (6) months, so long as such failure or refusal is not due to any negligence of Airline;

(b) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to prevent Airline's use of the Premises in its conduct of its air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least six (6) months;

(c) The substantial restriction of City's operation of the Airport by action of any governmental agency or department and continuance thereof for a period of not less than six (6) months, provided such restriction adversely affects all of Airline's operations at the Airport.

Section 11.02 Termination In Event Of Default By City.

In the event of a default by City in the performance of any covenant or agreement required to be performed by City herein and the failure of City to remedy such default within a period of sixty (60) days after receipt from Airline of a notice to remedy the same, then Airline shall have, as its sole and exclusive right and remedy hereunder, the right to terminate this Lease. However, if such default is not remediable within sixty (60) days and if the City is diligently proceeding to cure such default, and such default does not disturb Airline's quiet enjoyment of the Premises, then the City shall have such reasonable amount of time as is necessary to cure such default.

Section 11.03 Miscellaneous Provisions.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or any of other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Any termination by Airline pursuant to this Article 11 shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination or intent to terminate after the expiration of the sixty (60) day cure period for City to cure its alleged default and at least thirty (30) days prior to such termination together with a statement of the grounds for termination. If Airline does not give such notice during the period that any of the above events is occurring, then Airline's right to terminate this Lease as provided in this Article 11 shall not be available to Airline until another happening of any one of said events.

Section 11.04 Relocation By City.

City reserves the right to require Airline to move to other space and facilities located on the Airport upon a determination by the City that the Premises are necessary for the construction of capital improvements, redevelopment of the Airport or other operational requirements, which require the demolition of the Premises or substantially impair Airline's use and occupancy of the Premises. In such event City shall make a good faith effort to provide comparable replacement facilities at the Airport for Airline. City shall pay all moving costs and the Rent provided herein shall be at the same rate per square foot of interior space and land that then applies hereunder. In the event that City cannot provide comparable facilities on the Airport for Airline, then City shall have the right to terminate this Lease and the Term hereof; provided, however, if City exercises its right to terminate this Lease, the City shall pay Airline the amount of any unused Base Rent credit that Airline has remaining under Section 4.05 above as of the effective date of termination. Any termination by City under this

Section 11.04 shall be effective after the giving of eighteen (18) months prior written notice to Airline.

Article 12.

Right of Airline To Remove Property.

Airline shall be entitled during the Term of this Lease and for a period of ten (10) days after its termination to remove from the Premises or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by Airline pursuant to the Lease, subject to any valid lien which City may have thereon for unpaid fees or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal, reasonable wear and tear excepted. Notwithstanding the aforesaid, Airline shall have no right to remove any of the Mandatory Improvements, East Bay Improvements and any other improvements to the Premises for which the City either reimbursed Airline or gave Airline any Rent credit for the cost of installation.

Article 13.

Sublease And Assignment Of Premises.

Section 13.01 General.

Airline shall not, without the prior written consent of City in each instance, (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it (herein, a "transfer"); (ii) allow to exist or occur any transfer of or lien upon the Premises, this Lease or Airline's interest herein by operation of law; (iii) sublet the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for herein or by anyone other than Airline. The requirements of this Article 13 shall apply to any transaction or series of transactions that shall have the same effect as any of the aforementioned occurrences, and in no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Airline under any bankruptcy, insolvency or reorganization proceedings.

Section 13.02

"Related Parties" means a Person, controlling, controlled by, or under common control of or in partnership with Airline, and shall include, without limitation, the following currently existing corporations that are related to Airline:

Ambassadair Travel Club, Inc.

American Trans Air Execujet, Inc.

American Trans Air Training Corporation

Amber Air Freight Corporation

Amber Vacations, Inc.

Amber Travel, Inc.

Amtran, Inc.

If Airline is (i) a corporation, then any officer, employee, director or stockholder of such corporation, or (ii) a partnership or joint venture, then any partner or joint venturer or employee of such partnership or joint venture or (iii) a trust, then any trustee, officer or employee of the trust, and (iv) in the case of individuals, Persons who are related by blood or marriage, shall be a Related Party.

In the event that the party identified in the Original Notice (as defined below) submitted by Airline is a Related Party, City shall not have any right of recapture as described in Section 13.03 below, but Airline shall nevertheless submit all the other information required by this Section 13, which shall be subject to City's consent and approval, such consent and approval not to be unreasonably withheld.

Section 13.03 Right Of Recapture.

(a) In the event Airline intends to transfer its interest under this Lease or sublet any part of Premises, Airline shall first give City no less than sixty (60) days prior written notice of such intention ("Original Notice"). Such Original Notice shall state the name and address of the proposed subtenant or transferee and include a true and complete copy of the proposed sublease, assignment or transferring instrument and all related documents.

(b) City shall have the right to terminate this Lease with respect to the space proposed to be transferred or sublet as of the date stated in Airline's notice by giving written notice to Airline within thirty (30) days after receipt of the Original Notice. Within fifteen (15) days following receipt of City's

notice to terminate, Airline may, at its option and by written notice to City, withdraw its Original Notice. In such event, City's termination notice shall thereupon be without force and effect. If City does not exercise its right to terminate, City will not unreasonably withhold its consent to Airline's transfer or subletting the space described in the Original Notice.

- (c) (i) If the Original Notice covers all of the Premises, and if City gives the aforesaid termination notice with respect thereto, the Term of this Lease shall expire and end on the date stated in the Original Notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term.
- (ii) If, however, this Lease is terminated pursuant to the foregoing with respect to less than the entire Premises, the Rent shall be adjusted in proportion to the number of square feet of the Premises and the rate of Base Rent for the applicable areas of the Premises, without the necessity of entering into a formal amendment of this Lease, and this Lease shall continue thereafter in full force and effect.

Section 13.04 Consent.

Airline agrees that the withholding by City of its consent to Airline's transfer or subletting the portion of the Premises covered by the Original Notice will not be deemed "unreasonable" if (i) the proposed transferee or subtenant is not sufficiently financially responsible, experienced and capable in City's sole judgment to operate and use the Premises in a manner permitted hereunder; (ii) the use of the Premises by the proposed assignee or subtenant would, in City's judgment, adversely affect the operation of the Airport; (iii) except for the previously referenced sublease of apron/ramp space to AMRTC, there is in existence, at the time of such Original Notice, any transfers, subleases of the Premises or prior assignments or partial assignments of this Lease to parties who are not Related Parties for space comprising more than forty-nine percent (49%) of the square footage of the Premises; (iv) there is then in existence an Event of Default or there exists a set of circumstances which, with the giving of notice or the passage of time, will constitute an Event of Default; or (v) any of the terms or provisions of the assignment or transfer submitted to City are not the same as given City in the Original Notice. Following approval by City of any sublease or transfer, Airline shall deliver the final form of sublease or instrument of transfer to City no later than thirty (30) days prior to the proposed commencement of the sublease or assignment.

Section 13.05 Effect Of Consent.

Consent by City to any transfer or sublease shall not operate to relieve, release or discharge Airline of or from any obligations, whether past, present

or future, under this Lease, and Airline shall continue fully liable hereunder except to the extent, if any, expressly provided for in such consent. Consent by City in any one instance shall not be deemed to be a consent to or relieve Airline from obtaining City's consent to any subsequent transfer or subletting. Consent by City shall be conditioned upon agreement by the subtenant or subtenants or transferees and assignees to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and an agreement that City shall have the right, but not the obligation, to enforce the terms and provisions of any such transfer or sublease affecting City's interests and Airline shall deliver to City within thirty (30) days after execution, an executed copy of each such sublease or transfer containing an agreement of compliance by each such subtenant and transferee. Airline shall pay all of City's costs, charges and expenses, including attorney's fees, incurred in connection with any transfer or sublease requested or made by Airline.

Section 13.06 Partial Transfer.

The Commissioner shall have the power to give or withhold such consent in those instances where Airline is proposing to transfer or sublease less than all of the Premises, but a sublease of the entire Premises or the full assignment or transfer of this Lease shall require the approval of the City Council.

Section 13.07 Excess Payment.

If Airline shall sublease or transfer any interest in this Lease or the Premises to another party other than a Related Party or AMRTC notwithstanding City's consent at a rental in excess of the Base Rent or pro rata portion thereof due and payable by Airline under this Lease, then Airline shall pay to City as Additional Rent, (i) in the case of an assignment or other transfer, one-half of any such excess rent or other monetary consideration immediately upon receipt thereof, or (ii) in the case of a sublease, (a) on the first day of each month during the term of any sublease, one-half of the excess of all rent and other consideration due from the subtenant for such month over the Base Rent then payable to City pursuant to this Lease for said month, and (b) immediately upon receipt thereof, one-half of any other consideration realized by Airline from such subletting, it being agreed, however, that City shall not be responsible for any deficiency if Airline shall transfer, assign or sublet at a rental less than that provided herein. It is intended by the parties that the Rent credit to be provided to Airline pursuant to Section 4.05 above shall not accrue to the benefit of or be transferred in any way to a subtenant, transferee or assignee of Airline, even in the event such subtenant, transferee or assignee shares in the obligations described in Section 5.01 above which gave rise to the Rent credit under Section 4.05.

*Article 14.**Hazardous Substances.***Section 14.01 Defined Terms.**

(a) "Claim" shall mean and include any demand, cause of action, proceeding or suit (i) for damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments or response actions, and (iii) for enforcing insurance, contribution or indemnification agreements.

(b) "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq. and the Water Quality Act of 1987; the Federal Insecticide, Fungicide and Rodenticide Act ("F.I.F.R.A."), 7 U.S.C. Section 136, et seq.; the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. Section 1401, et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321, et seq.; the Noise Control Act, 42 U.S.C. Section 4901, et seq.; The Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq.; the Resource Conservation and Recovery Act ("R.C.R.A."), 42 U.S.C. Section 6901, et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("C.E.R.C.L.A."), 42 U.S.C. Section 9601, et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("T.S.C.A."), 15 U.S.C. Section 2601, et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011, et seq. and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101, et seq.; and the Environmental Protection Act of Illinois ("I.E.P.A."), Ill. Rev. Stat. Ch. 111½, Para. 1001, et seq., the Code and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product, or constituent as defined in any Environmental Law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the F.I.F.R.A.; asbestos and asbestos-containing materials,

PCBs and other substances regulated under the T.S.C.A.; source material, special nuclear material, by-product material, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200, et seq.; special wastes as defined by Illinois law and industrial process and pollution control wastes, whether or not hazardous within the meaning of R.C.R.A..

(d) "Manage" or "Management" means to handle, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in C.E.R.C.L.A..

(f) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material or prevent or abate any public nuisance.

Section 14.02 Airline's Obligations With Respect To Environmental Matters.

During the Term (a) Airline shall at its own cost comply with all Environmental Laws; (b) Airline shall not conduct or authorize the Management of any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and approval by City; (c) Airline shall not take any action that would subject the Premises to permit requirements under RCRA or any other Environmental Laws for storage, treatment or disposal of Hazardous Materials; (d) Airline shall not dispose of Hazardous Materials in dumpsters provided by City for Airline's disposal of ordinary refuse; (e) Airline shall not discharge Hazardous Materials into drains or sewers; (f) Airline shall not cause or allow the Release of any Hazardous Materials on, to or from the Premises; and (g) Airline shall at its own cost arrange for the lawful transportation and off-site disposal at a properly permitted facility of all Hazardous Materials that it generates. Notwithstanding the foregoing, Airline may use on the Premises those Hazardous Materials normally used in connection with servicing and repairing aircraft so long as Airline's use, storage and transportation thereof complies in all respects with all applicable Environmental Laws.

Section 14.03 Copies Of Notices.

During the Term, Airline shall promptly provide City with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning (a) any Release of a Hazardous Material on, to or from the Premises; (b) the imposition of any lien on the Premises; or (c) any alleged violation of or responsibility under Environmental Laws. City and City's employees shall have the right to enter the Premises and conduct appropriate inspections or tests in order to determine Airline's compliance with Environmental Laws.

Section 14.04 Test And Reports.

Upon written request by City, Airline shall provide City with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other applicable documents to demonstrate that Airline complies with all Environmental Laws relating to the Premises.

Section 14.05 Access And Inspection.

City and its agents and representatives shall have access to the Premises and to the books and records of Airline (and any occupant of the Premises claiming by, through or under Airline) relating to Hazardous Materials for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced thereon. City and its agents and representatives shall have the right to take samples, including without limitation, soil samples, in quantities sufficient for scientific analysis of all products, materials and substances present on the Premises, including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Premises by Airline or an occupant claiming by, through or under Airline or otherwise present on the Premises. And, further, notwithstanding any provision of this Lease or applicable statutes or judicial decisions to the contrary, with respect to any assignment, subletting, grant of license or concession or any other permission to use the Premises by any person other than Airline, City shall have the right to withhold City's consent thereto if, in City's sole judgment and discretion, the assignee, subtenant, licensee, concessionaire or such other person is not capable of performing or is not sufficiently qualified to

perform in accordance with the requirements of this Article 14. Any assignment, sublease, license or other permission to use the Premises from which City withholds its consent as provided in this Section 14.05 shall be voidable at the City's sole option.

Section 14.06 Obligation To Respond.

If Airline's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, (ii) causes a significant public health effect, or (iii) creates a nuisance, Airline shall promptly take all applicable action in Response.

Section 14.07 Environmental Indemnification.

In addition to the indemnifications set forth in Section 7.01, Airline hereby indemnifies and agrees to defend and hold harmless City, its agents, partners, officers, representatives and employees, from all Claims arising from or attributable to: (a) the presence due to Airline's Management of Hazardous Materials in or on the Premises or the subsurface thereof or the violation of any Environmental Laws due to Airline's Management (including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason of any Release of any Hazardous Material due to Airline's Management on or from the Premises or violation of any Environmental Laws), or (b) any breach by Airline of any of its warranties, representations or covenants in this section. Airline's obligations hereunder shall survive the termination or expiration of this Lease, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Premises or any part thereof.

Article 15.

Special Provisions.

Section 15.01 Notices.

All notices and other communications in connection with this Lease shall be in writing and be sent by registered or certified mail, postage prepaid, addressed as follows:

(a) To The City, To The Attention Of The Following:

Commissioner of Aviation
Department of Aviation
Chicago O'Hare International Airport
Terminal 2 -- Mezzanine Level
P.O. Box 66142
Chicago, Illinois 60666

With Copies To:

Deputy Commissioner of Aviation -- Midway
5700 South Cicero Avenue
Chicago, Illinois 60638

And

Deputy Commissioner of Real Estate
Chicago O'Hare International Airport
Terminal 2 -- Mezzanine Level
P.O. Box 66142
Chicago, Illinois 60666

And

Corporation Counsel
City of Chicago
Room 511
City Hall
121 North LaSalle Street
Chicago, Illinois 60602

(b) To Airline:

American Trans Air, Inc.
Vice President, Properties and Facilities
P.O. Box 51609
Indianapolis, Indiana 46251-0609

With A Copy To:

General Counsel
American Trans Air, Inc.
P.O. Box 51609
Indianapolis, Indiana 46251-0609

or such other persons or addresses as either party may designate from time to time by notice to the other, and shall be deemed given when delivered personally or three (3) business days after mailing.

Section 15.02 Severability.

If any provision of this Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 15.03 General Interpretation.

Any headings of this Lease are for convenience of reference only and do not define or limit the provisions thereof. In this Lease, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this Lease. All section references, unless otherwise expressly indicated, are to sections in this Lease. Words importing persons shall include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words importing gender shall be deemed and construed to include correlative words of other genders. Words importing the singular number shall include the plural and vice versa, unless the context otherwise indicates. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this Lease.

Section 15.04 Successors And Assigns.

All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 13.04 above, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 15.05 Construction.

This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 15.06 Counterparts.

This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 15.07 Submission To Jurisdiction.

The Airline hereby irrevocably submits to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease. Both parties agree that service of process on the other party may be made, either by registered or certified mail addressed as provided for in Section 15.01 of this Lease, or by personal delivery on any officer, director or managing or general agent of the Airline or on the Commissioner.

Section 15.08 No Partnership, Joint Venture Or Third Party Benefit.

By entering into this Lease, City shall in no way be deemed a partner or joint venturer with Airline, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.

Section 15.09 No Brokers.

City and Airline each represents and warrants to the other that it has dealt with no broker, finder or agent with respect to this Lease or the Premises, and each agrees to indemnify, defend and hold harmless the innocent party from any commissions or finder's fees which any entity or person claiming through or by the actions of said party may assert is due as a result of the execution of this Lease or the demise of the Premises to Airline.

Section 15.10 City's Approval.

Whenever City's approval or consent is required under this Lease, City may withhold its approval or consent in its sole discretion, except to the extent otherwise expressly provided herein. Wherever this Lease provides that an act is to be taken or performed or approval or consent given by City, such act may be taken or performed or approval or consent may be given by the Commissioner without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either: (1) an extension of the Term beyond any Extension Terms provided herein; (2) a change in the Rent as provided in Article 4 other than a change resulting from a re-measurement of the Premises; or (3) expansion of the Premises, other than the addition of Parcel 3 as provided herein or changes in the boundaries to comport with as-built measurements or re-measurement by the City pursuant to Section 2.02. Airline shall be entitled to a written reply stating the reasons for any refusal or disapproval within ninety (90) days following receipt of all documents and information necessary for a determination of Airline's request by the City.

Section 15.11 Incorporation Of Exhibits.

(Sub)Exhibits A through G attached hereto are incorporated herein as if set forth fully at each reference to any (sub)exhibit herein.

Section 15.12 Authority.

(a) City. Execution of this Lease by City is authorized by ordinance passed by the City Council of the City of Chicago on _____ (Council Journal of Proceedings, page _____).

(b) Airline shall, upon the execution and delivery of this Lease by Airline, deliver to City the following instruments and documents:

- (i) the written opinion of Airline's counsel addressed to City that the execution and delivery of this Lease is properly authorized;
- (ii) Certificates of Good Standing issued by the State of Illinois and the State of Indiana and bearing a current date;
- (iii) Certificate of Public Convenience and Necessity issued by the United States Department of Transportation; and
- (iv) Certificate of Airworthiness issued by the F.A.A..

In Witness Whereof, The City has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council, and

its seal to be hereunto affixed and attested by the City Clerk of the City, and Airline has caused this instrument to be executed on its behalf by its _____ and its corporate seal to be hereunto affixed and attested by its _____, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

City of Chicago

By: _____
Mayor

Attest:

City Clerk

[Seal]

Approved:

Commissioner of Aviation

City Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

Illinois agent for
service of process:

American Trans Air, Inc.,
an Indiana corporation

Name (Print): _____

By: _____

Address: _____

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

[(Sub)Exhibits "A" and "B" referred to in this Hangar Facilities
Lease Agreement printed on pages 5520 through
5522 of this Journal.]

(Sub)Exhibits "C", "D", "E", "F" and "G" referred to in this Hangar Facilities
Lease Agreement read as follows:

(Sub)Exhibit "C".
(To Hangar Facilities Lease Agreement)

Base Rent.

(a) For Parcel 1, Airline shall pay an annual Base Rent as follows:

Months Of The Term	Monthly Base Rent	Annual Base Rent
1 -- 60	\$21,980.15	\$263,761.80
61 -- 120	\$25,277.17	\$303,326.07

which represents a per annum charge of \$4.00 per square foot of the West Bay (51,718.48) plus \$.45 per square foot of the land underlying the West Bay and the ramp/apron space included in Parcel 1 (126,417.5), increased by fifteen percent (15%) in the sixth (6th) year; and

(b) For Parcel 2, Airline shall pay an annual Base Rent as follows:

Months Of The Term	Monthly Base Rent	Annual Base Rent
1 -- 60	\$1,695.13	\$20,341.58
61 -- 120	\$1,949.40	\$23,392.82

which represents a per annum charge of \$.45 per square foot of land in Parcel 2 (45,203.5), increased by fifteen percent (15%) in the sixth (6th) year; and

(c) For Parcel 3, Airline shall pay an annual Base Rent as follows:

Months Of The Term	Monthly Base Rent	Annual Base Rent
1 -- 60	\$18,392.90	\$227,194.75
61 -- 120	\$21,772.83	\$261,273.96

which represents a per annum charge of \$4.00 per square foot of the East Bay plus \$.45 per square foot of land underlying the East Bay (51,055), both cumulatively increased by fifteen percent (15%) in the sixth (6th) year. The Base Rent for Parcel 3 shall commence at the time Parcel 3 is added to the Premises pursuant to Section 2.02 of the Lease, and the applicable rate of Base Rent shall be the rate shown above for that month of the Term following the Commencement Date.

(Sub)Exhibit "D".
(To Hangar Facilities Lease Agreement)

Midway Hangar -- West Bay.

Mandatory Improvements.

Asbestos Removal:	All fire protection piping covered with asbestos insulation must be removed and properly disposed. Floor tile made of asbestos must be removed and properly disposed.
Fire Protection System:	The fire protection system must be upgraded to comply with all applicable statutes, codes, and regulations.
Fire Doors:	Most fire doors must be removed and replaced. Some require removal and reconstruction. All fire doors must satisfy all current applicable fire codes.
Restroom Renovation:	Demolition, removal and replacement of restroom facilities as necessary. Sufficient new facilities must be built to satisfy all applicable statutes, regulations and codes, including ADA.
Floor Repairs:	Some minor damage exists on hangar floor. Bad areas must be cut out, old floor surface removed and replaced. Chemical stains exist on the hangar floor and in some of the shop areas. These chemicals must be identified and properly mitigated.

Rebuild Hangar Doors:

Hangar doors are currently inoperative. Doors must be rebuilt as necessary. The existing door tracks are in need of extensive repairs. The door opening mechanism must be replaced. The doors are made of steel with extensive glass panes in them. Many of these glass panes must be replaced due to breakage.

Electrical System:

Most of the electrical service is inoperative and predates current codes. All electrical components must be inspected and replaced with approved material. Electrical components must be added to provide proper electricity for modern jet aircraft and equipment necessary to service same.

Plumbing:

The plumbing system must be inspected, repaired and/or replaced to comply with all current federal, local and state guidelines.

Ramp:

Borings shall be performed as necessary to the ramp to insure that the underlying ramp area is sufficient to accommodate the weight of 757 aircraft. Depending on the results of the borings, repairs and replacements will be accomplished as necessary.

Ceiling and Wall Cleaning:

Accumulations of bird feces, dust and other materials such as asbestos, must be properly removed and disposed. There is evidence of lead paint on the walls and doors. This paint must be removed and/or sealed to eliminate further contamination and to mitigate environmental concerns.

Windows:

This facility contains an unusually large number of windows, many of which have been broken and must be replaced. All of them need to be inspected for specific damage and repaired as necessary.

Interior/Exterior Doors:

The majority of the doors throughout the facility require replacement and repair. Most are without locking mechanisms and must be fitted with proper equipment for security and protection of the property and equipment.

Pest Removal:

There is a large population of birds; rats, mice and other rodents; dogs; and insects inhabiting the facility, which must be removed.

Lighting:

Most of the lighting in the hangar interior must be replaced with approved material to comply with all federal, local and state codes. Some appear to be salvageable.

Air Compressor:

The air compressor units must be replaced. Air compressors are needed to provide power to operate equipment and tooling for maintenance of aircraft.

Interior Office:

The interior office area must be upgraded. Components such as walls, electricity, floor covering, electrical, lighting, doors, and H.V.A.C. shall be installed and/or replaced as necessary. Except for the exterior walls of the facility, most interior components shall be replaced as necessary.

Structural Repairs:

Some of the interior and exterior walls have been damaged. These areas must be inspected, re-engineered and rebuilt as necessary to comply with all federal, local and state codes.

Drainage and Sewage:

All waste water components must be inspected, repaired and/or replaced. All systems must be brought up to current environmental waste water codes to prevent accidental environmentally hazardous discharge.

Exterior Lighting:

Exterior lighting must be brought up to current F.A.A. requirements. Navigational lighting must be installed on the exterior of the facility per F.A.A. requirements.

Roof:

The current roof was installed approximately in 1991 or 1992. Since that time, the roof has deteriorated, due to lack of occupancy. Complete inspection and repair is necessary. It is unknown at this time the full extent of repairs necessary, although visual inspection does not reveal extensive problems.

Miscellaneous:

Complete any unforeseen work not specifically mentioned above required to comply with all local, state and federal codes, subject to prior City approval.

(Sub)Exhibit "E".
(To Hangar Facilities Lease Agreement)

Project Procedures.

1. Project Description.

Prior to performing any work for improvements to the Premises (a "Project"), Airline shall provide the Commissioner with a written description of the work to be performed, including drawings, plans and

specifications, the estimated cost to complete, and the proposed work schedule.

2. Airline Coordination With City.

(a) Airline shall designate a "Project Manager" who shall manage and coordinate the work. City shall direct all communications regarding the work to the Project Manager.

(b) The Commissioner shall designate a "Work Liaison" to represent City in all matters relating to the performance of the work and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this (sub)exhibit in which City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Airline is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on City, in whole or in part, for the professional or technical accuracy of Airline's work. The Commissioner shall be the final arbiter of any decision to be made or consent or approval to be given under this (sub)exhibit. The Work Liaison shall further assist Airline in coordinating Airline's work with other projects and operations at the Airport and in Airline's contacts with any federal, state, or local government agencies. If requested, Airline shall provide reasonable administrative space for the Work Liaison on or contiguous to the work site. The Work Liaison shall provide such personnel as may be needed from time to time.

3. Standard Of Performance.

Airline shall perform, or cause to be performed, all work on the Project with that degree of skill, care and diligence normally exercised by professional performing equivalent work in projects of a scope and magnitude comparable to the work hereunder.

Airline shall further perform, or cause to be performed, all work hereunder according to those standards for work at the Airport promulgated by D.O.A., F.A.A., and any other interested federal, state, or local governmental units, including without limitation any Airport Design and Construction Standards.

Airline shall further require its Project Contractors to perform all work required of them in accordance with the above standards and in a safe, efficient, good and workmanlike manner. Airline shall require its Project Contractors to replace all damaged or defective work. Subject to the terms and conditions stated herein, Airline shall replace or correct such work not so corrected or replaced by any Project Contractor, or shall cause such work to be replaced or corrected by another Project Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to City upon

reasonable request thereof, any and all claims it may have against Project Contractors for failure by Project Contractors to comply with the standards of performance imposed upon them in the Project Contracts and hereunder.

In the event Airline or its Project Contractors fail to comply with the above-referenced standards, Airline shall perform again, or cause to be performed again, at its own expense, any and all work which is required to be reperformed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the work by City, Airline shall remain solely and exclusively responsible for the technical accuracy of all of the work as defined herein and furnished under this Lease. This provision shall in no way be considered as limiting the rights of City against Airline or its Project Contractors, either under this Lease, at law, or in equity.

4. Approval Of Project Contractors.

Prior to the hiring by Airline of Project Contractors, Airline shall submit a list of prequalified contractors to City for review and approval. In addition, City shall have the right (but not the obligation) to review, and approve the form of Airline's Project Contract with any person or firm hired to act as a Project Contractor in connection with the performance of work. Airline shall include in its Project Contracts all provisions required by this Lease, such provisions as may be required by law at the time such Project Contract is awarded and such provisions as may be reasonably requested by City, its Risk Manager, its Purchasing Agent and its legal counsel.

5. Assignment Of Project Contracts.

All Project Contracts shall contain provisions making them assignable to City. Upon the occurrence of an Event of Default under this Lease, City shall have the right to require that Airline complete the assignment to City of any and all Project Contracts. Such assignment shall be in writing and in a form and substance acceptable to City. Airline agrees that all such Project Contracts shall further contain a clause which provides that in the case of any Project Contracts so assigned, the Project Contractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Project Contract prior to the effective date of such assignment, unless such Project Contractor notifies City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Project Contracts arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Airline, its officials, employees, agents or other Project Contractors.

6. Requirements For Work.

(a) Project Planning, Design, And Fabrication Phase:

Airline shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans and specifications for review and comment by the Work Liaison. Such drawings, plans and specifications, and all amendments thereto, and the cost and schedule information to be provided by Airline under this Paragraph 6(a), shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld or delayed. Any conditional approval or disapproval shall be accompanied by an explanation. If Airline intends to adopt fast track construction procedures, Airline must still complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Airline shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Airline To Provide Information:

Prior to the commencement of any work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the work, Airline shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all work, and the estimated date of completion of the work under each of Airline's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services to, from, through or past operating facilities at the Airport; and (iii) Airline's initial and updated cost estimates for the work, individually and aggregated.

(c) Installation, Construction, Start-Up And Testing Phase:

- (i) The Work Liaison shall have the right to monitor the work to assure that the Project is installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing, Airline shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- contracts;
- material certificates and samples;
- approved shop drawings;
- lien waivers, payrolls, and requests for payment by Contractors of any tier;
- progress reports;
- notification of substantial completion of the work;
- maintenance and operations manuals in connection with building systems;
- as-built drawings;
- warranties;
- test and start-up results; and
- any other documents related to the work which may be reasonably requested by City.

- (ii) No change order which materially changes the scope of the work or the Project shall be implemented by Airline without review and approval by the Work Liaison. Any conditional approval or disapproval shall be accompanied by an explanation.
- (iii) In the event the Work Liaison determines that the work is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with its Contractors. Until it has been determined by the Work Liaison that the work has been performed without material variance from the approved cost, schedule, drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Airline, (i) suggest to Airline that Airline withhold payments from any Contractor which has performed, in the judgment of the Work Liaison, work which is at material variance from the approved cost, schedule, drawings, plans and specifications, or applicable standards, or (ii) suggest to Airline that it stop work where it is directly affected by such variance from the approved cost, schedule, drawings, plans, specifications and applicable

standards. If Airline's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Airline to stop any other work that is at variance with the approved cost, schedule, drawings, plans, and specifications or applicable standards until the affected work is corrected or replaced.

Any work which is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by Airline, directly or through its Contractors, provided that the Work Liaison has informed Airline of such variance within ten (10) business days following the performance of such work, unless the variance affects the structural integrity or safety of the Project or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Airline of such variance as soon as reasonably practicable. If such work is not corrected or replaced by Airline within thirty (30) days following notice from the Work Liaison to Airline, the Work Liaison may cause such work to be corrected or replaced with City's own forces or otherwise at the expense of Airline, provided that in the event such work cannot be corrected or replaced within said thirty (30) day period, Airline shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such work.

7. Ownership.

City shall be and become the owner of each component of the Project upon the City's acceptance of that respective component.

8. No Damages For Delay.

Airline agrees and shall cause its Project Contractors to agree that claims for damages or charges for additional costs or fees shall not be made against City by Airline or Project Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' work. In the event that any Contractor is delayed by causes beyond the reasonable control of such Contractor, the Project schedule for the performance of the work may be extended by Airline with City approval to reflect the extent of such delay, provided that Airline shall have given City written notice within ten (10) days of the commencement of such delay and shall have received City's written approval of the extension, which approval shall not be unreasonably withheld. Such notice by Airline shall include a description of the reasons for the delay and the steps to be taken by Airline and Contractor to mitigate the effect of such delay on the Project schedule. City's permitting any

Contractor to proceed with its work, or any part thereof, after such extension shall in no way operate as a waiver of any other rights on the part of City. City shall not be responsible to Airline or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason of delays, disruptions, or hindrances caused by Airline's bad faith, fraud, or direct tortious interference with its Contractors.

9. Performance And Payment Bonds.

Airline shall require each of its Project Contractors performing construction at or related to the Airport to post a performance and payment bond in the value of the construction work to be performed under its Project Contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, as amended, and Section 2-91-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager, City and Airline shall be named as co-obligees on all such bonds; provided, however, that City shall be named as the primary co-obligee.

10. Liquidated Damages.

If the work is not substantially complete within the time frames set forth in the Project Contract, as adjusted by change orders, both additive and deductive, it is understood that the City will suffer substantial damage; and it being impracticable and infeasible to determine the exact amount of actual damages which may be sustained, it is agreed that the Contractor shall pay as liquidated damages, and not as a penalty or as a limitation on the City or Airline, a sum in accordance with the amounts set forth in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, applicable at the time the Project Contract is entered into for each calendar day the work is not substantially complete.

11. Protection Of F.A.A. Facilities.

If trenching, jacking of pipe or casing, excavation for pavements or structures, site grading and vehicular traffic over earth areas will occur over, around and under F.A.A. facilities such as equipment houses, direct buried cables and duct banks, all possible steps must be taken to ensure their integrity throughout the period of construction activity.

The Project Contractor shall notify the Commissioner at least seventy-two (72) hours prior to any excavation in the vicinity of F.A.A. cables or ducts to arrange for joint walking tour with cable location equipment to identify precisely such cables and locations in order to assure the preservation of their vital functions during construction.

12. Protection Of Utilities.

(a) The Project Contractor shall take suitable care to protect and prevent damage to all utilities from its operations on the Airport.

(b) When performing work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, pole lines or poles, or other utility equipment or structures which are to remain in operation, the Project Contractor shall maintain such utility equipment and structures in place at its own expense and shall cooperate with the City department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.

(c) The Project Contractor shall be responsible for and shall repair all damage to any such utility, equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise and shall leave such utility, equipment or structures in as good condition as they were in prior to the commencement of its operations. However, it is hereby agreed that any such utility equipment or structures damaged as a result of any act, or omission to act, of the Project Contractor may, at the option of the City department, utility company, or other party owning or operating such utility, equipment or structures damaged, be repaired by such City department, utility company, or other party and in such event the cost of such repairs shall be borne by the Contractor.

13. General Conditions.

Airline shall conduct any work, or cause such work to be conducted by its contractors, in accordance with those standards for construction operations at the Airport set forth in the City's "General Conditions" dated March 1, 1995, as may be revised, including without limitation, Articles VI, XIV, XV and XIX.

14. Additional Legal Requirements.

(a) Veterans Preference:

- (i) Airline shall insure that the following provision is inserted in all contracts entered into with any contractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with the improvements.
- (ii) Airline shall comply with the provisions of 330 ILCS 55/0.01, et seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the

employment of labor (except executive, administrative and supervisory positions) preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

(b) Steel Products:

- (i) This Lease shall be subject to all provisions of the "Steel Products Procurement Act", 30 ILCS 5651/1, et seq., as it may be amended from time to time. Steel products used in the improvements shall be manufactured or produced in the United States.
- (ii) For purposes of this section, "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen electric furnace, Bessemer or other steel-making processes. Knowing violation of this section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

(c) MacBride Principles Ordinance:

- (i) The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provides a better working environment for all citizens in Northern Ireland.
- (ii) In accordance with Section 2-92-580 of the Code, if Airline conducts any business operations, it shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

(d) Occupational Safety and Health Act, 40 U.S.C. 333; 29 C.F.R. 1926.1.

(e) Hazard Communication Standard, 29 C.F.R. Part 1926.58.

(f) Illinois Environmental Protection Act, 415 ILCS 5/1.

- (g) Illinois Public Mechanics' Lien Act, 770 ILCS 60/23 (waiver of liens).
- (h) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.
- (i) Public Works Project Act, 30 ILCS 570/0.01.
- (j) Deduction from Wages, 820 ILCS 115/9.
- (k) Section 2-92-250 of the Municipal Code of Chicago (retainage).

(Sub)Exhibit "F".
(To Hangar Facilities Lease Agreement)

East Bay Improvements.

Electrical System:

A complete inspection, repair and replacement of electrical components with approved materials will be made. All components will be brought up to comply with current federal, local and state codes. Additional electrical components and service will be required to accommodate modern jet aircraft and equipment necessary to service same.

Restroom Repairs:

All restroom facilities will be inspected and repaired as necessary to comply with all local, state and federal codes, including A.D.A..

Floor Repairs:

Hangar floor will be inspected and repairs or replacements will be made as necessary.

Roof:

Inspection will be performed to determine any repairs which may be necessary. It is unknown at this time the extent of repairs required (if any) although visual inspection does not reveal extensive problems.

Doors:	Repair and replace all doors as necessary.
Drainage And Sewage:	All waste water components must be inspected, repaired and/or replaced. All systems must be brought up to current environmental waste water codes to prevent accidental environmentally hazardous discharge.
Interior Office:	Inspect, repair, replace and remodel as required to comply with all local and state codes.
Fire Protection System:	Complete inspection, repairs and replacement (if any) will be performed to protection system to comply with all local, state and federal codes.
Miscellaneous:	Complete any unforeseen work not specifically mentioned above required to comply with all local, state and federal codes.

(Sub)Exhibit "G".
(To Hangar Facilities Lease Agreement)

*Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010
Special Condition Regarding Minority Business Enterprise
Commitment And Women Business
Enterprise Commitment.*

I. Policy And Terms.

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) in accordance with Section 2-92-420, et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-Owned Businesses, and all other regulations promulgated under the

aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this Agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Purchasing Agent has established a goal of awarding not less than twenty-five percent (25%) of the annual dollar value of all contracts to certified M.B.E.s and five percent (5%) of the annual dollar value of all contracts to certified W.B.E.s.

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the Contractor commits to expend at least the following percentages of the Total Contract Price (inclusive of any and all modifications and amendments), if awarded, for contract participation by M.B.E.s and W.B.E.s:

Year Adversised	M.B.E. Percentage	W.B.E. Percentage
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	16.9%	4.5%

D. For purposes of evaluating bidder's responsiveness, the contract M.B.E. and W.B.E. participation goals shall be percentages of the Total Base Bid by the Contractor. However, the M.B.E. and W.B.E. participation goals shall apply to the total value of this contract, including all amendments and modifications. The Purchasing Agent also has the authority to review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award or \$50,000 whichever is greater for opportunities to increase participation of M.B.E.s or W.B.E.s already involved in the contract. Note: M.B.E./W.B.E. participation goals are separate and those businesses certified with the City of Chicago as both a M.B.E./W.B.E. shall not be credited more than once against a contractor's M.B.E. or W.B.E. commitment in the performance of the contract.

E. The contract M.B.E. and W.B.E. participation goals may be met by the bidder's status as M.B.E. or W.B.E., or by joint venture with one or more M.B.E.s and/or W.B.E.s, or by subcontracting a portion of the work to one or more M.B.E.s and/or W.B.E.s or by purchasing materials used in the performance of the contract from one or more M.B.E.s and/or W.B.E.s or by any combination of the foregoing.

F. The contractor also may meet part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in private sector projects.

II. Definitions.

A. "Minority Business Enterprise" or "M.B.E." means a firm awarded certification as a minority-owned and controlled business in accordance with City ordinances and regulations.

B. "Women Business Enterprise" or "W.B.E." means a firm awarded certification as a women-owned and controlled business in accordance with City ordinances and regulations.

(Copies of the Regulations Governing Certification of Minority and Women-owned Businesses are available from the Department of Purchases, Room 401, 121 North LaSalle Street, Chicago, Illinois 60602.)

C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as M.B.E.s and W.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed M.B.E. and W.B.E. firms.

D. "Area of Specialty" means the description of an M.B.E. or W.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the M.B.E. or W.B.E. firm's claimed specialty or expertise. Each M.B.E. and W.B.E. letter of certification contains a description of their Area of Specialty. This information is also contained in the Directory. Credit toward this contract's M.B.E. and W.B.E. participation goal shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The Department of Purchases does not make any representation concerning the ability of any M.B.E. or W.B.E. to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of M.B.E. and W.B.E. firms to satisfactorily perform the work proposed.

E. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by M.B.E.s and W.B.E.s in contract work. A joint venture seeking to be credited for M.B.E. and/or W.B.E. participation may be formed among certified M.B.E. and certified W.B.E. firms or between M.B.E. and/or W.B.E. firm(s) and non-M.B.E./W.B.E. firms(s).

A joint venture is eligible for M.B.E. and/or W.B.E. credit if the M.B.E. and/or W.B.E. venturer(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the M.B.E. and/or W.B.E. ownership percentage.

F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures.

Bidders/Proposers may develop joint venture agreements as an instrument to provide participation by certified M.B.E.s and W.B.E.s in contract work. A joint venture seeking to be credited for M.B.E. and/or W.B.E. participation may be formed among M.B.E. and/or W.B.E. firms or between a M.B.E. and/or W.B.E. firm and a non-M.B.E./W.B.E. firm.

A Joint Venture Is Eligible If, And Only If, All Of The Following Requirements Are Satisfied:

- the M.B.E. and/or W.B.E. venturer(s) shares in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the joint venture in proportion with the M.B.E. and/or W.B.E. ownership percentage;
- the M.B.E. and/or W.B.E. venturer(s) is responsible for a clearly defined portion of work to be performed, in proportion with the M.B.E. and/or W.B.E. ownership percentage; and
- the M.B.E. and/or W.B.E. venturer(s) actually performs (with its own forces and using its own equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture. For example, if the M.B.E. and/or W.B.E. is proposed as a twenty-five percent (25%) venturer on a \$1,000,000 contract (or subcontract), the M.B.E. and/or W.B.E. must, in addition to its other joint venture responsibilities, perform work equal to at least \$125,000 (or 50% of 25% of \$1,000,000).

The Purchasing Agent will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Purchasing Agent shall consider the record of the joint venturers as joint venturers on City of Chicago contracts. The decision of the Purchasing Agent regarding the eligibility of the joint venture shall be final.

(Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venturer must separately sign the proposal to the City, in the pages below; To Be Executed By A Corporation; To Be Executed By A Partnership; and/or To Be Executed By A Sole Proprietor, as applicable.)

IV. Counting M.B.E. And WBE. Participation Toward The Contract Goals.

M.B.E. and W.B.E. participation shall be counted toward the M.B.E. and/or W.B.E. goals set in this contract as follows:

- A. Once an M.B.E. or W.B.E. is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the M.B.E. or W.B.E. may be counted toward the M.B.E. or W.B.E. goal, except as indicated below.
- B. A contractor may count toward its M.B.E. or W.B.E. goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this Special Condition equal to the percentage of the ownership and control of the M.B.E. or W.B.E. venturer.
- C. A contractor may count toward its M.B.E. or W.B.E. goal only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate industry practices and other relevant factors.
- D. A Contractor may count toward its M.B.E. or W.B.E. goal sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from an M.B.E. or W.B.E. regular dealer, and one hundred percent (100%) of such expenditures to an M.B.E. or W.B.E. manufacturer.

For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

E. A Contractor may count toward its M.B.E. or W.B.E. goal the following expenditures to M.B.E. or W.B.E. firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies provided that the fee is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. Procedure To Determine Bid Compliance.

The following schedules and documents constitute the bidder's M.B.E./W.B.E. proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule B: Affidavit Joint Venture (M.B.E./W.B.E.). Where the bidder's M.B.E./W.B.E. proposal includes the participation of any M.B.E./W.B.E. as a joint venturer on any tier, the bidder must submit, together with their bid, a Schedule B: Affidavit of Joint Venture M.B.E./W.B.E. with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement, must clearly evidence that the M.B.E. or W.B.E. venturer will be responsible for a clearly defined portion of the work to be performed and that the M.B.E. or W.B.E. firm's responsibilities are in proportion with their ownership percentage. In order to demonstrate the M.B.E. or W.B.E. venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement shall include specific details related to (1) the contributions of capital and equipment; (2) work items to be performed by the M.B.E.'s or W.B.E.'s own forces; (3) work items to be performed under the supervision of the M.B.E. or W.B.E. venturer; and (4) the commitment of management, supervisory and operative personnel employed by the M.B.E. or W.B.E. to be dedicated to the performance of the project.

The Schedule B, together with the joint venture agreement must, in addition, clearly evidence the commitment of the M.B.E. or W.B.E. venturer to actually perform (with its own forces and equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture.

B. Schedule C: Letter of Intent to Perform as a Subcontractor, Supplier and/or Consultant. A Schedule C, executed by the M.B.E. or W.B.E. firm (or Joint Venture Subcontractor) must be submitted by the bidder for each M.B.E. and W.B.E. included on their Schedule D. Each Schedule C must accurately detail the work to be performed by the M.B.E. or W.B.E. firm and the agreed rates and prices to be paid.

If any fully complete and executed Schedule C is not or cannot be submitted with the bid, it must be received by the Purchasing Agent within three (3) business days after the date of the bid opening. (All post-bid submissions must be in triplicate with original signatures on all documents.) Failure to submit any Schedule C as required by this section may result in a Purchasing Agent's determination that a bid is non-responsive. The Purchasing Agent shall have the discretion to apply suitable sanctions against any bidder who fails to comply with these requirements. Appropriate sanctions may include, without limitation,

forfeiture of the Contractor's bid deposit, rejection of the Contractor's bid, and suspension of the Contractor's eligibility to enter into future contracting opportunities with the City of Chicago.

C. Letters of Certification. A copy of each proposed M.B.E. and W.B.E. firm's Letter of Certification from the City of Chicago must be submitted with the bid.

All Letters of Certification issued by the City of Chicago include a statement of the M.B.E. or W.B.E. firm's area of specialization. The M.B.E. or W.B.E. firm's scope of work, as detailed by their Schedule C, must conform to their stated area of specialization. Where an M.B.E. or W.B.E. is proposed to perform work not covered by their area of certification, they must request an expansion of their certification at least thirty (30) calendar days prior to their being proposed to perform such work. The M.B.E. or W.B.E. firm's request to expand the scope of their certification, together with all documentation required by the City of Chicago to process that request, must be received by the Purchasing Agent prior to the bid opening.

D. Schedule D: Affidavit of Prime Contractor Regarding M.B.E.s and W.B.E.s. Bidders must submit, together with the bid, a completed Schedule D committing them to the utilization of each listed M.B.E. and W.B.E. firm.

Except in cases where the bidder has submitted a complete request for a waiver or variance of the M.B.E. and W.B.E. goal (see VI, Grant of Relief for Bidders below), the bidder must commit to the expenditure of a specific dollar amount of participation by each M.B.E. and/or W.B.E. firm included on their Schedule D. The total dollar commitment to proposed M.B.E. firms must at least equal the M.B.E. goal. The total dollar commitment to proposed W.B.E. firms must at least equal the W.B.E. goal. Bidders are responsible for calculating the dollar equivalent of the M.B.E. and W.B.E. goals as percentages of their total base bid.

All commitments made by the bidder's Schedule D must conform to those presented in the submitted Schedule Cs. Where Schedule Cs will be submitted after the bid opening (see IV.B. above), the bidder may submit a revised Schedule D (executed and notarized in triplicate) to conform with the Schedule Cs. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any M.B.E. or W.B.E. in order to achieve conformity between Schedules C and D.

E. The submittals must have all blank spaces on the schedule pages applicable to the subject specification correctly filled in.

F. Agreements between a bidder and an M.B.E. or W.B.E. in which the M.B.E. or W.B.E. promises not to provide subcontracting quotations to other bidders are prohibited.

G. During the period before award, the submitted documentation will be evaluated. Furthermore, the bidder agrees to give, upon request, earnest and prompt cooperation to the Purchasing Agent and/or Contract Compliance Officer or his authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed M.B.E. or W.B.E. in the providing of such assistance. A bid may be treated as non-responsive by reason of the determination that a bidder's proposal contains an insufficient level of M.B.E. or W.B.E. participation, or that the bidder was found to be unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the schedules.

H. In cases where the City's review of a bidder's proposal concludes that the M.B.E. and/or W.B.E. proposal was deficient, the bidder will be instructed to submit (within three business days of such notice given by the City), a modification of the M.B.E. and/or W.B.E. proposal, in proper format, which remedies all the deficiencies cited. The failure to correct all deficiencies as required by this section may result in a Purchasing Agent's determination that a bid is "non-responsive". The Purchasing Agent shall have the discretion to apply suitable sanctions against any bidder who fails to comply with these requirements. Appropriate sanctions may include, without limitation, forfeiture of the Contractor's bid deposit, rejection of the Contractor's bid, and suspension of the Contractor's eligibility to enter into future contracting opportunities with the City of Chicago.

I. Bidders will not be permitted to modify their M.B.E./W.B.E. proposal except insofar as directed to do so by the City. All terms and conditions stipulated for prospective M.B.E. and W.B.E. subcontractors or suppliers therefore should be satisfactorily negotiated prior to the submission to the City of the bidder's M.B.E./W.B.E. commitment as part of the bid proposal. If circumstances should arise, however, where a proposed M.B.E. or W.B.E. becomes no longer available, the process described below in the section entitled VIII. D.B.E. Substitutions and Waivers of Requirements should be followed.

J. When necessary in the interest of time, the City may treat as non-responsive a bid instead of granting extended time for a bidder to replace M.B.E.s or W.B.E.s named in the bidder's proposal which were later determined to be ineligible or unavailable.

VI. Grant Of Relief For Bidders.

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the M.B.E./W.B.E. commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the M.B.E. and/or W.B.E. percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the M.B.E./W.B.E. percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Purchasing Agent or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Purchasing Agent or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver described herein. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Purchasing Agent, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Purchasing Agent, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or readvertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation.

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least fifty percent (50%) (or at least five (5) when there are more than eleven (11) certified firms in the commodity area) of the appropriate certified M.B.E./W.B.E. firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this

contract. Documentation must include but is not necessarily limited to:

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified M.B.E./W.B.E. firms;
- b. A listing of all M.B.E./W.B.E. firms contacted that includes:
 - i) Names, addresses and telephone numbers of M.B.E./W.B.E. firms solicited;
 - ii) Date and time of contact;
 - iii) Method of contact (written, telephone, transmittal of facsimile documents, et cetera).
- c. Copies of letters of any other evidence of mailing that substantiates outreach to M.B.E./W.B.E. vendors that includes:
 - i) Project identification and location;
 - ii) Classification/commodity of work items for which quotations were sought;
 - iii) Date, item and location for acceptance of subcontractor bid proposals;
 - iv) Detailed statement which summarizes direct negotiations with appropriate M.B.E./W.B.E. firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - v) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve M.B.E./W.B.E. goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on M.B.E./W.B.E. subcontractors for the type of work that was solicited.

Or

2. Subcontractor participation will be deemed excessively costly when the M.B.E./W.B.E. subcontractor's proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontract's quote is excessively costly, the bidder/proposer must provide the following information:
 - a. A detailed statement of the work identified for M.B.E./W.B.E. participation for which the bidder/proposer asserts the M.B.E./W.B.E. quote(s) were excessively costly (in excess of) twenty percent (20%).
 - i) A listing of all potential subcontractors contacted for a quotation on that work item;
 - ii) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation which demonstrates to the satisfaction of the Purchasing Agent that the M.B.E./W.B.E. proposals are excessively costly, even though not in excess of twenty percent (20%) higher than the average price quoted. This determination will be based on factors that include, but are not limited to, the following:
 - i) The City's estimate for the work under a specific subcontract;
 - ii) The bidder/proposer's own estimate for the work under the subcontract;
 - iii) An average of the bona fide prices quoted for the subcontract;
 - iv) Demonstrated increase in other contract costs as a result of subcontracting to the M.B.E./W.B.E. or other firm.

B. Assist Agency Participation.

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the M.B.E./W.B.E. business community.

The notice requirement of this section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Purchasing Agent or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability.

1. If the Purchasing Agent determines that a lesser M.B.E. and/or W.B.E. percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Purchasing Agent determines that M.B.E./W.B.E. subcontractor participation is impracticable.

This may occur whenever the Purchasing Agent determines that for reasons of time, need, industry practices or standards not previously known by the Purchasing Department Administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Purchasing Agent has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

D. Notification of minority and women contractor assistance agencies and associations of a solicitation for specific sub-bids.

E. Direct negotiation with M.B.E.s and/or W.B.E.s for specific sub-bids; the actions taken must be reported in such fashion as to include all of the following items:

(1) A detailed statement of the efforts made to negotiate with M.B.E.s and/or W.B.E.s including at a minimum:

(a) the name, addresses, and telephone number of M.B.E.s and/or W.B.E.s who were contacted;

(b) a description of the information provided to M.B.E.s and/or W.B.E.s who were contacted;

(c) a description of the information provided to M.B.E.s and/or W.B.E.s regarding the plans and specifications for portions of the work to be performed; and

(d) a detailed statement of the reasons why additional prospective agreements with M.B.E.s and/or W.B.E.s, if needed to meet the stated goal, were not reached in spite of negotiations.

(2) a detailed statement of the efforts made to select portions of the work proposed to be performed by M.B.E.s and/or W.B.E.s in order to increase the likelihood of achieving the state goal;

(3) as to each M.B.E. and/or W.B.E. contacted but which the bidder considers to be not qualified, a detailed statement of the reasons for the bidder's conclusion.

F. If the Contractor is a distributor or manufacturer where it can be shown that the opportunity for M.B.E. and/or W.B.E. participation does not exist in work under this contract, efforts must include an exhaustive research into the M.B.E. and/or W.B.E. potential in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract. Information must be submitted stating the reasons, based on research, why M.B.E. and/or W.B.E. participation will not be practically possible to the extent of this contract's goal.

G. General efforts made to assist M.B.E.s and W.B.E.s to overcome participation barriers, as indicated in Section XII, Prime Contractor Assistance below.

If the bidder does not meet the M.B.E. and/or W.B.E. goal, price alone shall not be an acceptable basis for which the bidder may reject any M.B.E. and/or W.B.E. sub-bid unless the bidder can show to the satisfaction of the City that no reasonable price can be obtained from a

M.B.E. and/or W.B.E.. A determination of reasonable price is based on such factors as the City's estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. An M.B.E. or W.B.E. bid for a subcontract will be presumed to be unreasonable if the M.B.E.'s or the W.B.E.'s price exceeds the average price quoted by more than fifteen percent (15%).

VII. Reporting.

A. The Contractor shall, within five (5) working days of receiving the awarded contract, execute a formal subcontract or purchase order with the M.B.E.s and W.B.E.s which were proposed all in accordance with the terms of the Contractor's bid proposal and M.B.E./W.B.E. assurances, and shall promptly submit to the City at that time a copy of the M.B.E. and W.B.E. and subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the M.B.E. or W.B.E..

B. During the life of the project, the Contractor shall submit partial and final waivers of lien from M.B.E. and W.B.E. subcontractors which are drawn up to show the true cumulative dollar amount of subcontractor payments made to date.

C. The Contractor shall file regular M.B.E./W.B.E. utilization reports, on Purchases Form M./W.B.E. Status-entitled "Status Report of M.B.E./W.B.E. (Sub)Contract Payments", according to the following procedure: at the time of signing each monthly payment voucher ("Summary of Estimate"), the Contractor shall present the notarized M.B.E./W.B.E. Status form executed to reflect the current status of effective and projected payments to M.B.E.s and W.B.E.s. The current voucher will not be processed to the City Comptroller for payment until the current M.B.E./W.B.E. Status form has been presented.

VIII. M.B.E./W.B.E. Substitutions And Waivers Of Goals.

A. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved M.B.E. and W.B.E. subagreement, the Contractor shall thereafter neither terminate the subagreement, nor reduce the scope of the work to be performed by the M.B.E. or W.B.E., nor decrease the price to the M.B.E. or W.B.E., without in each instance receiving the prior written approval of the City. In some cases, however, it may become necessary to substitute a new M.B.E. or W.B.E. in order to actually fulfill the M.B.E. or W.B.E. requirements. In such cases, the City must be given reasons justifying the release by the City of prior specific M.B.E. or W.B.E. commitments established in the Contractor's bid proposal, and will need to

review the eligibility of the M.B.E. or W.B.E. presented as a substitute. The substitution procedure will be as follows:

(1) The Contractor must notify the Purchasing Agent immediately in writing of an apparent necessity to reduce or terminate an M.B.E. or W.B.E. subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the M.B.E./W.B.E. contract goals.

(2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: a previously committed M.B.E. or W.B.E. was found not to be able to perform, or not to be able to perform on time; a committed M.B.E. or W.B.E. was found not to be able to produce acceptable work; a committed M.B.E. or W.B.E. was discovered later not to be bona fide; an M.B.E. or W.B.E. previously committed at a given price later demands an unreasonable escalation of price.

The Contractor's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: a replacement firm has been recruited to perform the same work under terms more advantageous to the prime contractor; issues about performance by the committed M.B.E. or W.B.E. were disputed unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily; and an M.B.E. or W.B.E. has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(3) The Contractor's notification should include the name, address and principal official of any proposed substitute M.B.E. or W.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same M.B.E./W.B.E. affidavits, documents, and Letters of Intent which are required of bidders, as enumerated above in Section V, Procedure to Determine Bid Compliance.

(4) The City will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

(5) Actual substitution of a replacement M.B.E. or W.B.E. to fulfill contract requirements should not be made before City approval is given of the acceptability of the substitute M.B.E. or W.B.E. subcontract. This subcontract must be executed within five (5) working days, and a copy of the M.B.E. or W.B.E. subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

B. The City will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with M.B.E./W.B.E. contract requirements.

C. After award of a concession, no relief of the M.B.E./W.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the M.B.E./W.B.E. requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit M.B.E. and W.B.E. bids, seek assistance from technical assistance agencies, etc., as outlined above in Section VI, Grant of Relief for Bidders.

D. In a case where an enterprise under contract was previously considered to be an M.B.E. or W.B.E. but is later found not to be, or whose work is found not to be creditable toward M.B.E. or W.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

1. Whether the prime contractor was reasonable in believing the enterprise was an M.B.E. or W.B.E. or that eligibility or "counting" standards were not being violated;
2. The adequacy of unsuccessful efforts taken to obtain a substitute M.B.E./W.B.E. (as outlined in Section VI, Grant of Relief for Proposers).

E. The Purchasing Agent solely will determine grants of waiver and all matters of M.B.E./W.B.E. compliance.

IX. Noncompliance.

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the M.B.E./W.B.E. percentages required by the contract; and
- (2) the Contractor or subcontractor is disqualified as an M.B.E. or W.B.E., such status was a factor in contract award, and was misrepresented by the Contractor.

In the event that the Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or

supplier, the Contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Purchasing Agent and/or Contract Compliance Administrator and make every effort to identify and engage a qualified M.B.E. or W.B.E. as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of noncompliance. Payments due to the Contractor may be withheld until corrective action is taken.

X. Arbitration.

A. In the event a Contractor has not complied with the contractual M.B.E./W.B.E. percentages in its Schedule D, underutilization of M.B.E.s/W.B.E.s shall entitle the affected M.B.E./W.B.E. to recover from the Contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected M.B.E.s/W.B.E.s regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing M.B.E./W.B.E. in accordance with these regulations. This provision is intended for the benefit of any M.B.E./W.B.E. affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an M.B.E./W.B.E..

B. An M.B.E./W.B.E. desiring to arbitrate shall contact the Contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the M.B.E./W.B.E., the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("A.A.A."), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 (Phone: (omitted for printing purposes); Fax: (omitted for printing purposes)). All such arbitrations shall be initiated by the M.B.E./W.B.E. filing a demand for arbitration with the A.A.A.; shall be conducted by the A.A.A.; and shall be held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the M.B.E./W.B.E., provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator's fees as damages to a prevailing M.B.E./W.B.E..

D. The M.B.E./W.B.E. must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the A.A.A.. The M.B.E./W.B.E. also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping.

The Contractor shall maintain records of all relevant data with respect to the utilization of M.B.E.s/W.B.E.s, retaining these records for a period of at least three (3) years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, federal or state authorities in this project, the United States Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources.

Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U.S. Small Business
Administration
Suite 1250
500 West Madison Street
Chicago, Illinois 60601
Attention: Robert Conner
(Phone: (omitted for printing
purposes))

S.B.A. Bond Guarantee Program
Surety Bonds
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Tony Zanetello
(Phone: (omitted for printing
purposes))

S.B.A. Procurement Assistance
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Robert P. Murphy,
Assistant Regional Administrator
(Phone: (omitted for printing purposes))

Project information and general M.B.E./W.B.E. information program:

City of Chicago
Department of Purchases
Contract Monitoring and
Compliance
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Carnice Carey
(Phone: (omitted for printing
purposes))

City of Chicago
Department of Purchases
Contract Administrator Division
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Diana Mingauw-
Johnson
(Phone: (omitted for printing
purposes))

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Purchases
Certification Unit
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Alicia Garcia
(Phone: (omitted for printing purposes))

Information on D.B.E. availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
9th Floor
15 West 29th Street
New York, New York 10018
Attention: Harriet R. Mitchell
(Phone: (omitted for printing
purposes))

Chicago Regional Purchasing
Council
Suite 725
36 South Wabash Avenue
Chicago, Illinois 60603
Attention: Maye Foster-
Thompson
(Phone: (omitted for printing
purposes))

XIII. Prime Contractor Assistance.

Prime Contractors must themselves assist M.B.E.s and W.B.E.s in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- A. developing solicitations of subcontract bids so as to increase potential M.B.E. and W.B.E. participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner;

- B. providing technical assistance and guidance in the bidding, estimating and scheduling processes;
- C. considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work;
- D. providing accelerated payments or establishing prorated payment and delivery schedules so as to minimize cash flow problems faced by small firms;
- E. providing, waiving or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project stage to the next); and
- F. providing a pre-bid conference for potential subcontractors.

In addition to the employment of minority and women construction enterprises and material suppliers, the Contractor should consider the utilization of M.B.E.s and W.B.E.s in fields indirectly related to construction contracts: banking, office equipment sales, vehicle sales, mechanical repair, legal and accounting services, building security, graphics and advertising, et cetera.

XIV. Equal Employment Opportunity.

Compliance with M.B.E. and W.B.E. requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to Prime Contractor and subcontractor obligations.

[Anticipated Workforce Projection Form and Illinois Department
of Labor Prevailing Wages associated with these
Special Conditions Regarding M.B.E./W.B.E.
Participation printed on pages
5518 through 5519 of
this Journal.]

Attachments A and B, Schedule B, Schedule C, Schedule D, Status Report of M.B.E./W.B.E. (Sub)Contract Payments, Chicago Residency Ordinance Provisions, Specimen Copy of Contractor's Performance Bond and Contractor's Affidavit referred to in these Special Conditions Regarding M.B.E./W.B.E. Participation read as follows:

*Attachment "A".**Assist Agencies.***Construction.**

African American Contractors
Association
1350 South Michigan Avenue
Chicago, Illinois 60605
Attention: Omar Shareef,
President
(Phone/Fax: (omitted for
printing purposes)

Association of Asian
Construction Enterprises
739 -- 741 South Cicero Avenue
Chicago, Illinois 60644
Attention: Mr. Samuel Chung,
President
(Phone/Fax: (omitted for
printing purposes)

Black Contractors United
Suite 503
1603 South Michigan Avenue
Chicago, Illinois 60616-1209
Attention: Jerome E. Peters
(Phone/Fax: (omitted for
printing purposes)

Federation of Women Contractors
6723 South Pulaski Road
Chicago, Illinois 60629
Attention: Theresa Kern,
President or
Kathleen Collins,
Executive Director
(Phone/Fax: (omitted for
printing purposes)

Hispanic American
Construction Industry
Associations (H.A.C.I.A.)
Suite 610
2 South Dearborn Street
Chicago, Illinois 60605-1527
Attention: Carlos Ponce
(Phone/Fax: (omitted for
printing purposes)

Mexican American Chamber
of Commerce of Illinois
Suite 500
111 East Wacker Drive
Chicago, Illinois 60601
Attention: George Loera
(Phone/Fax: (omitted for
printing purposes)

Midwest Contractors for
Progress
4647 West Huron Street
Chicago, Illinois 60644
Attention: Carolyn Jordan
Phone/Fax: (omitted for
printing purposes)

National Association of Women
in Construction
c/o Kelso-Burnett Company
7th Floor
212 West Jackson Boulevard
Chicago, Illinois 60606
Attention: Marje Homer
(Phone/Fax: (omitted for
printing purposes)

Attachment "B".

(On Bidder/Proposer's Letterhead)

Return Receipt Requested

(Date)

Re: Specification No.: _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

_____ intends to submit a bid/proposal in response to the
_____ Bidder/Proposer
above referenced specification with the City of Chicago. Bids are due
_____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities
on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. Due to the inability to identify an appropriate D.B.E./M.B.E./W.B.E. firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted. If you are aware of such a firm, please

contact _____ at _____
Name of Company Representative Address/Phone

within ten (10) working days of receipt of this letter.

Under the City of Chicago's M.B.E./W.B.E./D.B.E. Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Diane E. Minor, Contract Compliance Administrator
Department of Purchases, Contracts and Supplies
City of Chicago
121 North LaSalle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

Schedule B: Affidavit Of Joint Venture (M.B.E./W.B.E.).

This form need not be submitted if all joint venturers are M.B.E.s and/or W.B.E.s. In such a case, however, a written joint venture agreement among the M.B.E. and W.B.E. venturers must be submitted. In all proposed joint ventures, each M.B.E. and/or W.B.E. venturer must submit a copy of their current Letter of Certification.

All Information Requested By This Schedule Must Be Answered In The Spaces Provided. Do Not Refer To Your Joint Venture Agreement Except To Expand On Answers Provided On This Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____

Address of joint venture: _____

Phone number of joint venture: _____

II. Identify each non-M.B.E./W.B.E. venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning M.B.E./W.B.E. compliance:

III. Identify each M.B.E./W.B.E. venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning M.B.E./W.B.E. compliance:

IV. Describe the role(s) of the M.B.E. and/or W.B.E. venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the M.B.E. and/or W.B.E. venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the M.B.E./W.B.E.'s own forces; (3) work items to be performed under the supervision of the M.B.E./W.B.E. venturer; and (4) the commitment of management, supervisory and operative personnel employed by the M.B.E./W.B.E. to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of M.B.E./W.B.E. ownership of the joint venture?

M.B.E./W.B.E. ownership percentage(s) _____

Non-M.B.E./W.B.E. ownership percentage(s) _____

B. Specify M.B.E./W.B.E. percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VIII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

IX. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner", if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-M.B.E./W.B.E. firm, the M.B.E./W.B.E. firm, or the joint venture.

Trade	Non-M.B.E./W.B.E. Firm (number)	M.B.E./W.B.E. (number)	Joint Venture (number)

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer? _____
Currently employed by non-M.B.E./W.B.E (number): _____
Employed by M.B.E./W.B.E. (number): _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees: _____
- C. Which venturer will be responsible for the preparation of joint venture payrolls: _____
- X. Please state any material facts or additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of M.B.E./W.B.E.
Partner Firm

Name of Non-M.B.E./W.B.E.
Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 19____, the above-signed officers

(Names of Affiants)

personally appeared and, known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Signature of Notary Public

My commission expires _____

[Seal]

*Schedule "C".**Letter Of Intent From M.B.E./W.B.E. To Perform As
Subcontractor, Supplier And/Or Consultant.*

Name of Project/Contract: _____

Department Project Number: _____

Specification Number: _____

From: _____
(Name of M.B.E./W.B.E. Firm)To: _____ and the City of Chicago:
(Name of Prime Contractor)

The M.B.E./W.B.E. status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago effective date of _____ to _____ for a period of one year. (If proposed to perform as an M.B.E./non-M.B.E. (W.B.E./non-W.B.E.) Joint Venture, then Letter of Certification from M.B.E./W.B.E. venturer is attached along with completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Pay Item Number/ Description	Quantity/Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Sub (or Grand) Total:		\$ _____

Partial Pay Items. (For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount):

GRAND TOTAL: \$ _____

If more space is needed to fully describe the M.B.E./W.B.E firm's proposed scope of work and/or payment schedule, attach additional sheets.

Sub-Subcontracting Levels.

_____ % of the dollar value of the M.B.E./W.B.E.'s subcontract will be sublet to non-M.B.E./W.B.E. contractors.

_____ % of the dollar value of the M.B.E./W.B.E.'s subcontract will be sublet to M.B.E./W.B.E. contractors.

Notice: If M.B.E./W.B.E. Will Not Be Sub-Subcontracting Any Of The Work Described In This Schedule, A Zero (0) Must Be Shown In Each Blank Above.

Notice: If More Than Ten Percent (10%) Of The Value Of The M.B.E./W.B.E.'s Scope Of Work Will Be Sublet, A Brief Explanation And Description Of The Work To Be Sublet Must Be Attached To This Schedule.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within three (3) working days of your receipt of a signed contract from the City of Chicago.

Notice: This Schedule (And Accompanying Attachments) To Be Submitted In Triplicate. Original Signatures Required On All Three (3) Copies.

(Signature Of Owner, President or
Authorized Agent of M.B.E./W.B.E.)

Name/Title (Print)

Date

Phone

If proposing to perform as an M.B.E./non-M.B.E.(W.B.E./non-W.B.E.)
Joint Venture:

(Signature Of Owner, President or
Authorized Agent of
non-M.B.E/W.B.E.)

Name/Title (Print)

Date

Phone

Schedule "D".

*Affidavit Of Prime Contractor Regarding Minority
And Women Business Enterprises.*

Name of Project/Contract: _____

Department Project Number: _____

Specification Number: _____

State of _____)
) SS:
 County (City) of _____)

In connection with the above captioned contract, I Hereby Declare And
 Affirm that I am the _____ and duly
 (Title of Affiant)
 authorized representative of _____
 (Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Schedules of Minority and Women Business Enterprises (M.B.E./W.B.E.), Schedule C and Schedule B (if applicable), being such information.

Names Of M.B.E. And W.B.E. Firms	Type Of Work To Be Performed (in accordance with Schedule C)	Credit Toward M.B.E. Goal	Credit Toward W.B.E. Goal
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total M.B.E. Credit: \$ _____

Total W.B.E. Credit: \$ _____

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The undersigned will enter into formal agreements with all listed M.B.E. and W.B.E. firms for work as indicated by this Schedule D and accompanying Schedules, and will enter into such agreements within five (5) business days after receipt of the contract executed by the City of Chicago. Copies of each signed subcontract, purchase order, or other agreement will

be submitted to the Department of Purchases, Contracts, and Supplies so as to assure receipt within ten (10) business days after Award.

The Prime Contractor designates the following person as its M.B.E./W.B.E. Liaison Officer:

(Name -- Please Print or Type)

(Phone)

I Do Solemnly Declare And Affirm Under Penalties Of Perjury That The Contents Of The Foregoing Document Are True And Correct, And That I Am Authorized On Behalf Of The Prime Contractor To Make This Affidavit.

(Name of Prime Contractor
-- Print or Type)

(Signature)

(Name of Affiant)

(Date)

On this _____ day of _____, 19____,

the above signed officer _____,
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and seal.

Notary Public Signature

My commission expires _____

[Seal]

*Status Report Of M.B.E./W.B.E.
(Sub)Contract Payments.*

Specification Number: _____

Department Project Number: _____

Date: _____

Voucher Number: _____

State of _____)
County (City) of _____) SS:

In connection with the above captioned contract, I Hereby Declare And

Affirm that I am the _____ and duly
(Title -- Print or Type)

authorized representative of _____
(Name of Company -- Print or Type)

(Address of Company) () (Phone)

and that the following Minority and Women Business Enterprises (M.B.E.s/W.B.E.s) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively, the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such M.B.E.s/W.B.E.s and of the amounts paid, due, and to become due to them.

M.B.E./W.B.E. Name	Goods/Services Provided	Amount Of Contract	Amount Paid To Date
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total amount paid to M.B.E.s to date: \$ _____

Total amount paid to W.B.E.s to date: \$ _____

I Do Solemnly Declare And Affirm Under The Penalties Of Perjury That
The Contents Of The Foregoing Document Are True and Correct, And That I
Am Authorized, On Behalf Of The Contractor, To Make This Affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

[Seal]

*Chicago Residency Ordinance: Section 2-92-330
Of The Chicago Municipal Code.*

Except as otherwise prohibited by law, the contractor and all subcontractors that perform work on the site on the construction project undertaken pursuant to this contract 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 (50%) 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, the contractor and all subcontractors shall make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

A contractor or bidder may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 in accordance with standards and procedures developed by the Purchasing Agent.

"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.

The contractor shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project. The contractor and subcontractors shall maintain copies of personnel documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor form WH-347 or equivalent) submitted to the commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name

appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Full access to the contractor's and subcontractors' employment record shall be granted to the Purchasing Agent, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the work.

At the direction of the supervising department, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the contractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When work is completed, in the event that the City has determined that the contractor failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (1%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed. The willful falsification of statements in the certification of payroll data may subject the contractor or subcontractors or employee to prosecution. Any retention to cover contract performance that may become due to the contractor pursuant to Section 2-91-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether the contractor must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative action to ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246" or other affirmative action required for equal opportunity under the provisions of this contract. The contractor shall include this provision in all subcontracts.

Copies of the standards and procedures developed by the Purchasing Agent are available in the Department of Purchases, Contract and Supplies, Bid and Bond Room, Room 401, 4th Floor, 121 North LaSalle Street, Chicago, Illinois 60602.

Specimen Copy Of
Contractor's Performance Bond.

Know All Men By These Presents, That we, _____, Principal, hereinafter referred to as Contractor, and _____, Surety, of the County of Cook and State of Illinois, are held and firmly bound unto the City of Chicago in the penal sum of _____ lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this ____ day of _____ A.D., 19____.

The Condition Of The Above Obligation Is Such, That whereas the above bonded Contractor has entered into a certain contract with the City of Chicago, bearing date the ____ day of _____ A.D., 19____, for

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on _____ part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all losses, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor, _____, Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money

determined by the Purchasing Agent to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by _____ assignees and subcontractors, in or about the performance of said contract, and shall insure _____ liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of an act of the General Assembly of the State of Illinois, entitled "An act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State, and without this State where the contract of employment is made within this State; providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an act therein named", approved July 9, 1951, and under the provisions of an act of the General Assembly of the State of Illinois, entitled "An act to promote the general welfare of the people of this State by providing remedies for injuries suffered or death resulting from occupational diseases incurred in the course of employment; providing for enforcement and administration thereof, and to repeal an act therein named", approved July 9, 1951, and under the provisions of an act of the General Assembly of the State of Illinois, entitled "An act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of buildings, bridges, viaducts and other structures, and to provide for the enforcement thereof", approved June 3, 1907, as amended, and generally known as the "Scaffolding Act", then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or _____, agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned acts of the General Assembly of the State of Illinois, when notice of the pendency of arbitration proceedings or suits shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of an act, entitled "An act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended (hereinafter called the "Act"); provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall have contained the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State, the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the one hundred twenty (120) day period in which case action may be taken immediately following such final settlement, and provided further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of the work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____[Seal]
Approved_____, 19_____[Seal]
_____[Seal]

Purchasing Agent

_____[Seal]
Approved As To Form And Legality:_____[Seal]
_____[Seal]

Assistant Corporation Counsel

Contractor's Affidavit.

Specification Number: _____
Bidder/Proposer Name: _____
Bidder/Proposer Address: _____

Federal Employer I.D. Number: _____
or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 -- 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). Please note that in the event the Contractor is a joint venture, the

joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned _____, as _____
(Name) (Title)

and on behalf of _____ ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: ☐ Corporation ☐ Sole Proprietor
(Check One) ☐ Partnership ☐ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

Section 1.

For-Profit Corporations.

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐

c. Names of all Officers of
Corporation (or Attach List):

Names of all Directors of
Corporation (or Attach List):

Name Title
(Print or Type) (Print or Type)

Name Title
(Print or Type) (Print or Type)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than one hundred (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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. Is the corporation owned partially or completely by one or more other corporations? Yes [] No []

If "Yes", provide the above information, as applicable, for each of said corporations.

f. If the corporation has one hundred (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 ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (10%) of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Names Of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

*Section 3.**Sole Proprietorships.*

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [] No [] If "No", complete items b and c of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

*Section 4.**Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

*Section 5.**Not-For-Profit Corporations.*

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes [] No []
- c. Names of 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 Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any

material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?
Yes: _____ No: _____
- 2) How many persons are currently employed by bidder/proposer? _____
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: _____

If "Yes", list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? _____
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: _____

*III.**Contractor Certification.**A. Contractor.*

1. 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 (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity¹ during a period of three (3) years prior to the date of award of the subcontract:
 - a. Bribe 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
 - b. 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
 - c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. 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 (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five (5) years prior to the date of submittal of this bid, proposal or response².
3. 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 (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

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 Contractor's Affidavit. 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 III A (1) (a) or (b) 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 III A (1) (a) or (b) 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 the 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 III A(1) (a) or (b) 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 III A(1) (a) or (b) 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 III B (1) and (2) 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. The Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, 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. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1. _____ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. _____ 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.
3. _____ 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 1 and 2 of this Section III C, above⁵.

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D (1) (b) above; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
2. If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.
3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph D (1) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of

the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this certification commits a Class 3 felony, 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the contractor under the contract in a civil action, 65 ILCS 5/11-42.1-1.

Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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, Section 2-92-320 of the 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 on behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A 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 should 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, 720 ILCS 5/33E-3.

4. For purposes of Section IIIA 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 bid rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract, 720 ILCS 5/33-E-4.

5. 65 ILCS 5/11-42.1-1 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.

Section IV.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Certificator's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

*Section V.**Verification.*

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of Authorized Officer

Name of Authorized Officer
(Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me this ____ day of _____, 19____
by _____ (Name) as _____ (Title)
of _____ (Contractor).

Notary Public Signature

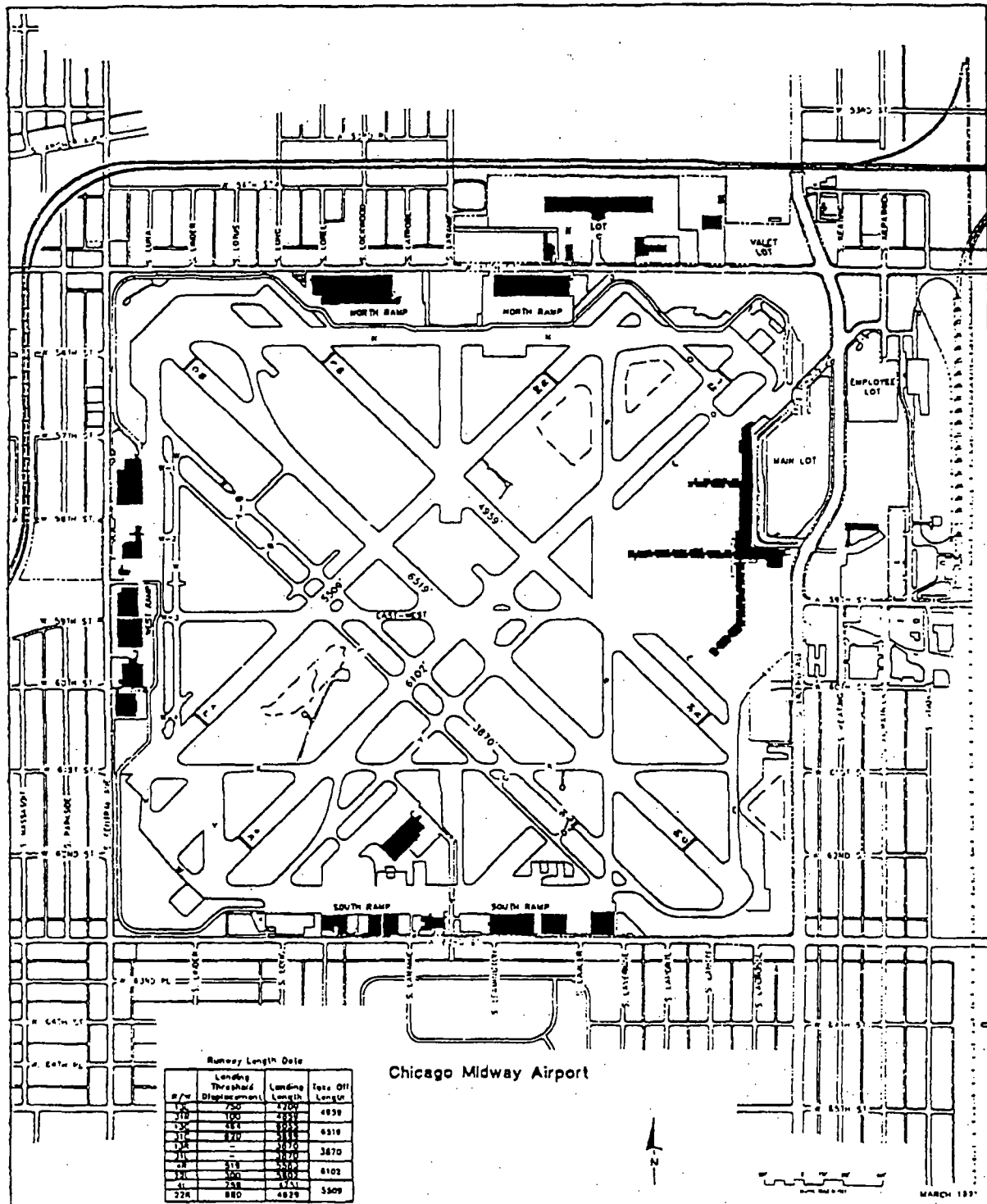
*Illinois Department Of Labor
Prevailing Wages.*

IL. DEPT. OF LABOR PREVAILING WAGES FOR COOK COUNTY EFFECTIVE 03/01/95
DIVISION OF CONCILIATION & MEDIATION PH(618-993-7271)

NAME OF TRADE	RCN	TYP	C L S	HOURLY-RATES		OVERTIME-RATES			HRLY-PRINCIPAL-RATES		
				BASIC	FORMN	M-F-T-S	SAT	SU&MO	WLFR	PENSN	VACT
ASBESTOS ABT-GEN		BLD		21.150	21.650	1.5	1.5	2.0	2.970	1.300	0.000
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000
BOILERMAKER		BLD		26.050	27.890	2.0	2.0	2.0	3.150	3.500	0.000
BRICK MASON		BLD		23.380	24.380	1.5	1.5	2.0	3.980	2.350	0.000
CARPENTER		ALL		23.200	24.200	1.5	1.5	2.0	4.380	1.580	0.000
CEMENT MASON		ALL		23.500	24.250	1.5	1.5	2.0	4.200	2.330	0.000
ELECTRIC PWR EQMT OP		ALL		24.500	25.950	1.5	1.5	2.0	3.010	2.820	1.980
ELECTRIC PWR GRDMAN		ALL		19.110	25.950	1.5	1.5	2.0	3.010	2.820	1.980
ELECTRIC PWR LINEMAN		ALL		24.500	25.950	1.5	1.5	2.0	3.010	2.820	1.980
ELECTRICIAN		ALL		24.650	25.150	1.5	1.5	2.0	4.320	3.910	0.000
ELEVATOR CONSTRUCTOR		BLD		26.290	29.580	2.0	2.0	2.0	3.845	2.190	1.570
FENCE ERECTOR		ALL		15.940	16.940	1.5	1.5	2.0	2.600	2.690	0.000
GLAZIER		BLD		22.500	23.500	2.0	2.0	2.0	2.450	2.910	0.000
HT/FROST INSULATOR		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000
IRON WORKER		ALL		22.530	24.030	2.0	2.0	2.0	4.510	7.820	0.000
LABORER		ALL		20.150	20.550	1.5	1.5	2.0	2.970	1.300	0.000
LATHER		BLD		23.200	24.200	1.5	1.5	2.0	4.380	1.580	0.000
MACHINERY MOVER		BLD		21.800	22.800	2.0	2.0	2.0	2.000	1.000	1.500
MACHINIST		BLD		22.350	24.350	2.0	2.0	2.0	2.750	1.100	1.640
MARBLE MASON		BLD		21.080	21.480	1.5	1.5	2.0	1.760	1.000	0.000
MILLWRIGHT		ALL		23.200	24.200	1.5	1.5	2.0	4.380	1.520	0.000
OPERATING ENGINEER		BLD	1	25.000	25.750	2.0	2.0	2.0	3.300	2.600	1.250
OPERATING ENGINEER		BLD	2	24.700		2.0	2.0	2.0	3.300	2.600	1.250
OPERATING ENGINEER		BLD	3	23.050		2.0	2.0	2.0	3.300	2.600	1.250
OPERATING ENGINEER		BLD	4	21.300		2.0	2.0	2.0	3.300	2.600	1.250
OPERATING ENGINEER		FLT	1	23.200	23.200	1.5	1.5	2.0	3.050	2.450	1.250
OPERATING ENGINEER		FLT	2	25.700		1.5	1.5	2.0	3.050	2.450	1.250
OPERATING ENGINEER		FLT	3	23.800		1.5	1.5	2.0	3.050	2.450	1.250
OPERATING ENGINEER		FLT	4	19.300		1.5	1.5	2.0	3.050	2.450	1.250
OPERATING ENGINEER		HWY	1	24.300	24.300	1.5	1.5	2.0	3.250	2.550	1.250
OPERATING ENGINEER		HWY	2	23.750		1.5	1.5	2.0	3.250	2.550	1.250
OPERATING ENGINEER		HWY	3	22.500		1.5	1.5	2.0	3.250	2.550	1.250
OPERATING ENGINEER		HWY	4	21.200		1.5	1.5	2.0	3.250	2.550	1.250
OPERATING ENGINEER		HWY	5	20.000	24.200	1.5	1.5	2.0	3.250	2.550	1.250
ORNAMENTAL IRON WORKER		ALL		21.610	22.610	2.0	2.0	2.0	2.500	4.320	0.000
PAINTER		ALL		22.500		1.5	1.5	1.5	3.700	1.500	0.000
PAINTER STONE		BLD		19.930	22.420	1.5	1.5	1.5	2.570	1.100	0.300
PILEDRIVER		ALL		23.200	24.200	1.5	1.5	2.0	4.380	1.580	0.000
PIPEFITTER		BLD		25.500	26.500	1.5	1.5	2.0	3.550	2.200	0.000
PLASTERER		BLD		23.150	24.150	1.5	1.5	2.0	3.250	1.500	0.000
PLUMBER		BLD		24.800	25.300	1.5	1.5	2.0	4.250	2.490	0.000
PLUMBER TECHNICAL		BLD		23.150	24.150	1.5	1.5	2.0	3.600	1.550	0.000
ROOFER		BLD		23.230	25.230	1.5	1.5	2.0	2.770	1.350	0.000
SHEETMETAL WORKER		BLD		23.130	24.550	1.5	1.5	2.0	2.540	2.570	0.000
SIGN HANGER		BLD		18.130	18.530	1.5	1.5	2.0	2.860	1.550	0.000
SPRINKLER FITTER		BLD		25.270	25.770	2.0	2.0	2.0	4.350	3.200	0.000
STEEL ERECTOR		ALL		20.270	21.770	2.0	2.0	2.0	3.250	6.110	0.000
STONE MASON		BLD		17.760	18.760	1.5	1.5	2.0	1.750	1.100	0.000
TERRAZZO MASON		BLD		22.210	23.710	2.0	2.0	2.0	3.720	2.300	0.000
TILE LAYER		BLD		22.940	24.440	2.0	2.0	2.0	2.900	2.550	0.000
TRUCK DRIVER		BLD	1	18.275		1.5	1.5	2.0	2.300	1.430	0.000
TRUCK DRIVER		BLD	2	18.525		1.5	1.5	2.0	2.300	1.430	0.000
TRUCK DRIVER		BLD	3	18.775		1.5	1.5	2.0	2.300	1.430	0.000
TRUCK DRIVER		BLD	4	18.925		1.5	1.5	2.0	2.300	1.430	0.000
TRUCK DRIVER		ALL	1	19.200		1.5	1.5	2.0	3.950	1.600	0.000
TRUCK DRIVER		ALL	2	19.550		1.5	1.5	2.0	3.950	1.600	0.000
TRUCK DRIVER		ALL	3	19.750		1.5	1.5	2.0	3.950	1.600	0.000
TRUCK DRIVER		ALL	4	19.950		1.5	1.5	2.0	3.950	1.600	0.000
TRUCK DRIVER		ALL	5	20.500		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	6	20.550		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	7	20.250		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	8	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	9	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	10	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	11	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	12	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	13	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	14	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	15	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	16	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	17	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	18	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	19	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	20	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	21	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	22	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	23	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	24	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	25	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	26	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	27	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	28	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	29	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	30	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	31	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	32	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	33	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	34	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	35	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	36	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	37	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	38	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	39	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	40	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	41	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	42	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	43	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	44	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	45	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	46	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	47	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	48	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	49	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	50	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	51	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	52	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	53	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	54	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	55	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	56	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	57	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	58	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	59	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	60	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	61	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	62	21.050		1.5	1.5	2.0	3.075	1.775	0.000
TRUCK DRIVER		ALL	63	21.050		1.5	1.5	2.0	3.075	1.775	0.000

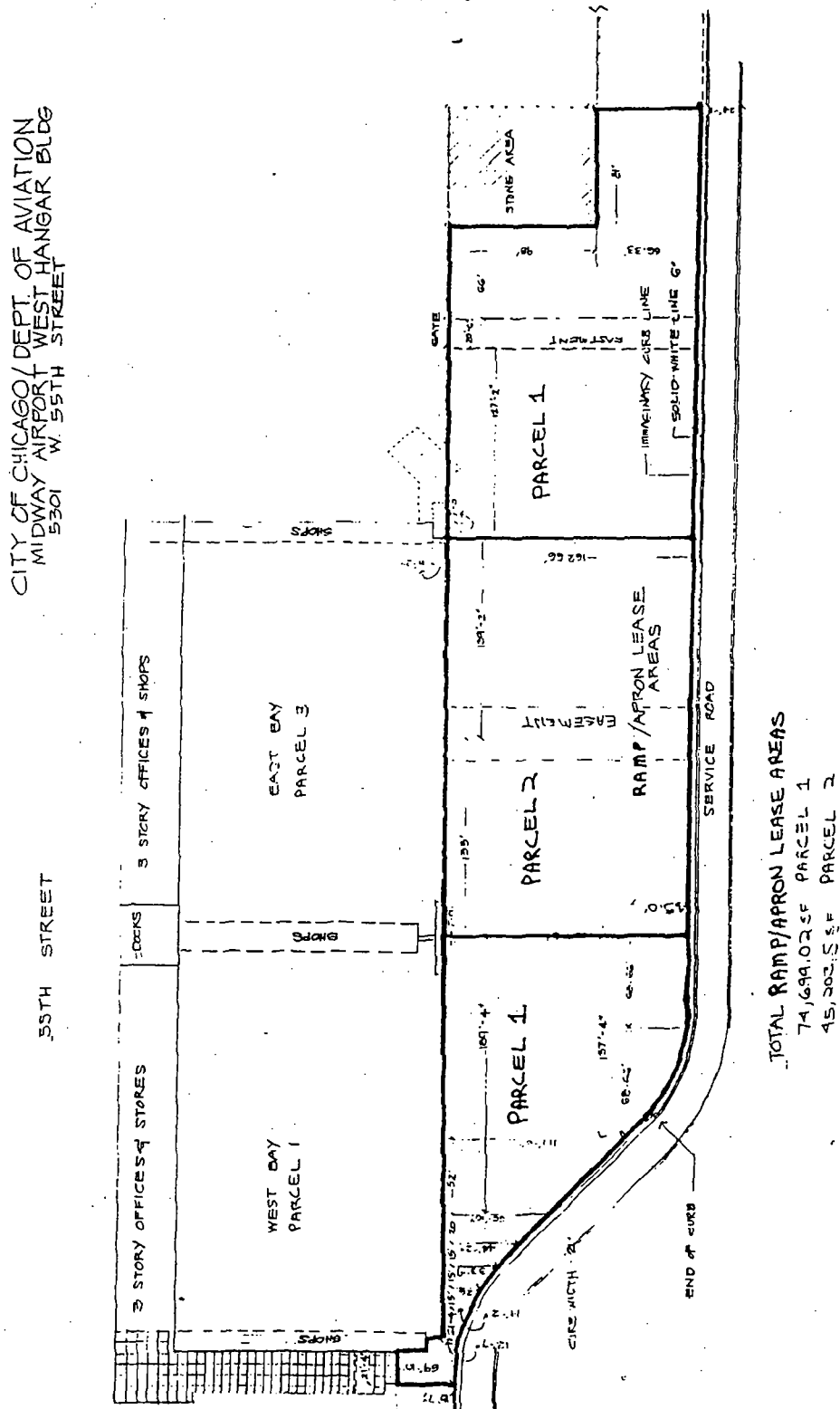
(Sub)Exhibit "A".
(To Hangar Facilities Lease Agreement)

Airport Plat.



(Sub)Exhibit "B".
(To Hangar Facilities Lease Agreement)
(Page 1 of 2)

Premises.



COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

APPOINTMENT OF MS. DIANE AIGOTTI AS DIRECTOR OF
OFFICE OF BUDGET AND MANAGEMENT.

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

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Diane Aigotti as Budget Director, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Diane Aigotti as the Director of the Office of Budget and Management was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF AFFIRMATIVE ACTION ADVISORY BOARD.

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

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of members of the Affirmative Action Advisory Board, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the reappointment of Thomas Little and Stephanie Stephens and the appointment of Larry A. Huggins and Daniel J. Walsh for terms ending October 31, 1996.

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 committee's recommendations was *Concurred In* and the said proposed reappointments of Mr. Thomas Little and Ms. Stephanie Stephens and the appointment of Mr. Larry A. Huggins and Mr. Daniel J. Walsh as members of the Affirmative Action Advisory Board were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT TO 1995 ANNUAL APPROPRIATION
ORDINANCE TO REFLECT INCREASE IN GRANT
FUNDS RECEIVED FROM FEDERAL, STATE
AND PRIVATE AGENCIES.

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

CHICAGO, August 2, 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, state and private 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 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, state and private agencies for specific grant programs has exceeded the amount of revenues 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 \$5,007,000 not previously appropriated, representing increased awards from agencies of the federal and state governments, awards from private agencies and grant program income has become available for appropriation for the year 1995.

SECTION 2. The sum of \$5,007,000 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".

Amendment To The 1995 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	\$755,384,073	\$759,465,073
	Awards from Agencies of the State Government	142,378,000	143,120,000
	Awards from Private Agencies	4,333,000	4,466,000
	Grant Program Income	7,473,000	7,524,000
13	Mayor's Office Of Employment and Training:		
	Job Training Partnership Act (J.T.P.A.) Title III (Dislocated Workers)	12,949,000	13,553,000

Code	Department And Item	Strike Amount	Add Amount
23	Department Of Cultural Affairs -- Fine Arts:		
	Special Assistance Grant	\$ 10,000	\$ 11,000
41	Department Of Health:		
	Immunization	2,537,000	3,333,000
	AIDS Prevention	3,000,000	3,959,000
	AIDS Testing/ Counseling	445,000	455,000
	AIDS Health Education	198,000	247,000
	Intervention/Gateway (DASA)	664,000	737,000
	Healthy Moms/Healthy Kids	827,000	1,463,000
	Healthy Moms/Healthy Kids Income	262,000	313,000
47	Chicago Department On Aging:		
	Older Americans Act Title IIIC Nutrition	6,266,000	6,291,000
	Title IIIB Match (Community Care Program GRF)	649,000	669,000
	Older Americans Act Title IIID	85,000	111,000

Code	Department And Item	Strike Amount	Add Amount
	Elder Abuse and Neglect Program	\$ 520,000	\$ 523,000
	Commodity Food Reimbursement	1,976,000	2,082,000
	Chicago Fund Support for Senior Services	105,000	130,000
	Senior Citizens Picnic Support	130,000	223,000
53	Department Of Human Services:		
	Community Services Block Grant	6,538,000	8,053,000
	Culinary Skills for Head Start Cooks -- Quaker Oats	30,000	45,000

AUTHORIZATION FOR AMENDMENT TO YEAR XX COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE WITHIN
DEPARTMENT OF PLANNING AND DEVELOPMENT
AND DEPARTMENT OF HOUSING FOR
ALLOCATION OF FUNDS TO
SPECIFIC DELEGATE
AGENCIES.

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

CHICAGO, August 2, 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 Planning and Development and the Department of Housing necessary to allocate funds to specific delegate agencies, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Beavers 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 (the "City") 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 Community Development Block Grant ("C.D.B.G.") entitlement funds for Year XX, unexpended funds of prior federal years and related revenues in the amount of \$150,435,317, and appropriated those funds (the "Year XX C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to Section 6 of the Year XX C.D.B.G. Ordinance, the award of any grant over \$50,000 in any program is subject to review and approval by City Council; and

WHEREAS, The City desires to amend further the Year XX C.D.B.G. Ordinance to allocate funds within Redevelopment Areas to a delegate agency contract for the Department of Planning and Development; and

WHEREAS, The City desires to amend further the Year XX C.D.B.G. Ordinance to allocate funds for amended Year XX delegate agency contracts for the Department of Housing; 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 adding the words and figures indicated in Exhibit A attached hereto.

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

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 Planning And Development -- 08 Redevelopment Area -- 2547		
.0140	Professional and Technical Services	\$650,000	\$587,750
	Center for Neighborhood Technology		62,250

Code	Department And Item	Strike Amount	Add Amount
	Department Of Housing -- 21		
	Program Development -- 2520		
.0140	Professional Technical Services	\$563,000	\$516,000
	Housing Demonstration Project --2635		
.0140	Professional and Technical Services	602,000	613,000
	Historic North Pullman	40,000	51,000
.0140	Citywide Resource Centers on Housing	240,000	276,000
	Property Management Resource Center	40,000	76,000

AUTHORIZATION FOR AMENDMENT TO YEAR XXI COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE TO
REFLECT INCREASE IN AMOUNT OF
ENTITLEMENT FUNDS.

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

CHICAGO, August 2, 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 XXI Community Development Block Grant Ordinance necessary to reflect an increase in the amount of entitlement funds, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Beavers 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 (the "City") on November 16, 1994, 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 Community Development Block Grant ("C.D.B.G.") entitlement funds for Year XXI, unexpended funds of prior federal years and related revenues in the amount of \$139,324,092, as amended, and appropriated those funds (the "Year XXI C.D.B.G. Ordinance"); and

WHEREAS, The original C.D.B.G. Year XXI entitlement was estimated to be \$113,000,000; and

WHEREAS, The final C.D.B.G. Year XXI award to the City has been calculated by the United States Department of Housing and Urban Development to total \$118,822,000; and

WHEREAS, The City is required to amend its Consolidated Plan to reflect the final entitlement award; and

WHEREAS, Pursuant to Section 6 of the Year XXI C.D.B.G. Ordinance, the award of any grant over \$50,000 in any program is subject to review and approval by City Council; and

WHEREAS, The City desires to amend further the Year XXI C.D.B.G. Ordinance to allocate funds for amended professional and technical service contracts for the Department of Housing; and

WHEREAS, The City desires to amend further the Year XXI C.D.B.G. Ordinance to allocate funds under Independent Living for Disabled Persons to delegate agency contracts for the Mayor's Office for People with Disabilities; and

WHEREAS, The City desires to amend further the Year XXI C.D.B.G. Ordinance to allocate funds under the Industrial Area Redevelopment Assistance program to six community organizations as part of the Model Industrial Corridors and Innovative Projects Initiatives; now, therefore,

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

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

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

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

*Exhibit "A".**Amendments To C.D.B.G. Year XXI Ordinance.***Fund 830 -- Community Development Block Grant Year XXI Fund.**

Code	Department And Item	Strike Amount	Add Amount
	Estimates of Community Development Block Grant Funding for Year XXI January 1, 1995 through December 31, 1995		
	Community Development Block Grant Entitlement for Year XXI	\$113,000,000	\$118,822,000
	TOTAL:	\$139,324,092	\$145,146,092

Department Of Housing -- 21

Program Development -- 2520

.0140	Professional and Technical Services	\$187,500	\$62,000
	Metropolitan Tenants Organization		63,000
	National Training and Information Center		62,500

Mayor's Office For People With
Disabilities -- 48Independent Living for Disabled
Persons -- 2510

Code	Department And Item	Strike Amount	Add Amount
.0140	Professional and Technical Services		
	Assistive Technology	\$ 50,000	0
	University of Illinois at Chicago		\$ 50,000
	Office Of Budget And Management -- 05		
	Administration and Monitoring -- 2515		
.9156	Contingency fund reserve to be expended under the direction and authorization of City Council		5,822,000
	Department Of Planning And Development		
	Industrial Area Redevelopment Assist -- 2540		
.0140	Professional and Technical Services	2,100,000	1,642,500
	Chicago Association of Neighborhood Development Organizations		133,000
	Greater West Town Project		100,000
	Kinzie Industrial Development Corporation		50,000
	Midwest Center for Labor Research		50,000

Code	Department And Item	Strike Amount	Add Amount
	North Business and Industrial Council		\$ 50,000
	Southeast Chicago Development Commission		74,500

AUTHORIZATION FOR TRANSFER OF YEAR 1995 FUNDS
WITHIN COMMITTEE ON HISTORICAL
LANDMARK PRESERVATION.

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

CHICAGO, August 2, 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 transfer of funds for the year 1995 within the City Council Committee on Historical Landmark Preservation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1995. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1995 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Service	100	15-2217	0000	\$5,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2217	0700	\$5,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the City Council Committee on Historical Landmark Preservation during the year 1995.

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

AUTHORIZATION OF INSTALLATION OF WATER
MAINS AT VARIOUS LOCATIONS.

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

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration eleven (11) orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Portion Of South Aberdeen Street.

Ordered, That the Commissioner of Water is hereby authorized to install 2,290 feet of 8-inch ductile iron water main in South Aberdeen Street, from West 31st Street to West 34th Place, at a total estimated cost of \$436,782.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01729.

Portion Of West Ainslie Street.

Ordered, That the Commissioner of Water is hereby authorized to install 740 feet of 8-inch ductile iron water main in West Ainslie Street, from North Western Avenue to North Oakley Avenue, at a total estimated cost of \$138,429.34 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01720.

Portion Of South Avalon Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,800 feet of 8-inch ductile iron water main in South Avalon Avenue, from East 79th Street to 375 feet south of the south line of East 81st Street, at a total estimated cost of \$322,036.97 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01719.

Portion Of South Dorchester Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,760 feet of 8-inch ductile iron water main in South Dorchester Avenue, from East 79th Street to East 83rd Street, at a total estimated cost of \$464,465.02 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01718.

Portion Of South Elizabeth Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,422 feet of 8-inch ductile iron water main in South Elizabeth Street, from West 57th Street to West 59th Street, at a total estimated cost of \$260,845.46 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01722.

Portion Of North Kilpatrick Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,385 feet of 8-inch ductile iron water main in North Kilpatrick Avenue, from West Roscoe Street to West Belmont Avenue, at a total estimated cost of \$214,929.45 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01724.

Portion Of North Lotus Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,346 feet of 8-inch ductile iron water main in North Lotus Avenue, from West Wellington Avenue to West Diversey Avenue, at a total estimated cost of \$215,220.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01721.

Portion Of West Nelson Street.

Ordered, That the Commissioner of Water is hereby authorized to install 935 feet of 8-inch ductile iron water main in West Nelson Street, from North California Avenue to North Elston Avenue, at a total estimated cost of \$179,407.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01723.

Portion Of South Vincennes Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,095 feet of 8-inch ductile iron water main in South Vincennes Avenue, from West 96th Street to West 99th Street, at a total estimated cost of \$305,843.02 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01727.

Portion Of West 38th Place.

Ordered, That the Commissioner of Water is hereby authorized to install 1,430 feet of 8-inch ductile iron water main in West 38th Place, from South Sacramento Avenue to South California Avenue, at a total estimated cost of \$240,371.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01728.

Portion Of West 84th Place.

Ordered, That the Commissioner of Water is hereby authorized to install 1,350 feet of 8-inch ductile iron water main in West 84th Place, from South Homan Avenue to South Kedzie Avenue, at a total estimated cost of \$200,814.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01725.

COMMITTEE ON BUILDINGS.

**REAPPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF BUILDING BOARD
OF APPEALS.**

The Committee on Buildings submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed reappointment of Willie B. Finch, Glenn M. Harston and Richard E. Zulkey as members of the Building Board of Appeals for term expiring April 21, 1997 (which was referred on July 13, 1995), begs leave to recommend that Your Honorable Body *Approve* the proposed reappointments 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 committee's recommendation was *Concurred In* and the proposed reappointments of Mr. Willie B. Finch, Mr. Glenn M. Harston and Mr. Richard E. Zulkey as members of Building Board of Appeals were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

AMENDMENT OF TITLE 13, CHAPTER 160, SECTION 269 OF
MUNICIPAL CODE OF CHICAGO CONCERNING USE OF
ELECTROMAGNETIC LOCKING DEVICES
IN SPECIFIED BUILDINGS.

The Committee on Buildings submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration an ordinance (which was referred June 14, 1995 and a motion to amend adopted July 27, 1995) amending Title 13, Chapter 160, Section 269 of the Municipal Code of Chicago relating to electromagnetic locking devices, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which is 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 13, Chapter 160, Section 269 of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

(a) Electromagenetic Locking Devices. In buildings classified as B -- *Institutional*, C -- *Assembly*, E -- *Business*, F -- *Mercantile*, G -- *Industrial*,

H -- *Storage and all hotels in A2 -- Multiple Dwellings* protected by an approved supervised automatic sprinkler, doors as a means of egress may be equipped with approved, listed electromagnetic locking devices that shall unlock in accordance with the following:

- (7) Any attempt to exit which exceeds one second shall render the door openable as described herein *and shall not be field adjustable*. The time delay (15 seconds) and the minimum relocking cycle (30 seconds) shall not be field adjustable. The electromagnetic locking devices shall contain no moving parts.
- (e) Approval. Special locking arrangement incorporating the use of electromagnetic locking devices shall be installed or utilized with the *(combined)* approval of the commissioner of buildings *and the deputy commissioner in charge of the fire prevention bureau whose duty it shall be to insure compliance with fire prevention provisions*.

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

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

The Committee on Buildings submitted the following report:

CHICAGO, August 2, 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* eight (8) orders submitted on July 13, 1995 (one sign, 8th Ward; one sign, 9th Ward; one sign, 13th Ward; two signs, 24th Ward; one sign, 26th Ward; and two signs, 27th 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders, as passed (the italic heading in each case not being a part of the order):

846 West Grand Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Impact Media, Inc., 4138 Garden Avenue, Western Springs, Illinois 60558, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 846 West Grand Avenue (parking lot):

Dimensions: length, 57 feet; height, 19 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,083 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.

4533 West Harrison Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Whiteco Outdoor Advertising, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4533 West Harrison Street:

Dimensions: length, 58 feet; height, 18 feet
Height Above Grade/Roof to Top of Sign: 130 feet
Total Square Foot Area: 1,044 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.

658 North Morgan Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Universal Outdoor, 321 North Clark Street, Suite 1010, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 658 North Morgan Street (warehouse):

Dimensions: length, 60 feet; height, 18 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,110 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.

3401 West Roosevelt Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007, for the erection of four (4) signs/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at 3401 West Roosevelt Road, Chicago, Illinois 60624 (Walgreen's):

Signs No. 1 And No. 2

Dimensions: length, 38 feet, 8 inches; height, 3 feet, 11 inches
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 120 square feet.

Sign No. 3

Dimensions: length, 16 feet, 8 inches; height, 5 feet, 4 inches
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 89 square feet.

Sign No. 4

Dimensions: length, 10 feet, 0 inches; height, 4 feet, 3 inches
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 42 square feet.

Such signs 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.

2435 North Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Co., P. O. Box 323, Downers Grove, Illinois 60515, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2435 North Western Avenue (Industrial Storage):

Dimensions: length, 60 feet; height, 18 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,110 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.

3322 -- 3326 West 63rd Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Grate Signs, Inc., 4044 McDonough Street, Joliet, 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 3322 -- 3326 West 63rd Street (Champion Coin Laundry):

Dimensions: length, 10 feet, 0 inches; height, 17 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 25 feet, 6 inches
Total Square Foot Area: 160 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.

1347 East 87th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to All Sign Corporation, 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1347 East 87th Street (Dock's Restaurant):

Dimensions: length, 3 feet; height, 3 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 9 square feet per face.

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.

250 East 103rd Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign, 1810 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 250 East 103rd Street:

Dimensions: length, 12 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 72 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.

**COMMITTEE ON ECONOMIC AND
CAPITAL DEVELOPMENT.**

**REAPPOINTMENT OF MR. ELVIN E. CHARITY AND
MR. CLYDE MARTIN, SR. AS MEMBERS OF
COMMUNITY DEVELOPMENT
COMMISSION.**

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a communication signed by Mayor Richard M. Daley reappointing Elvin E. Charity and Clyde Martin, Sr. as members of the Community Development Commission for terms expiring February 26, 2000, begs leave to recommend that Your Honorable Body *Approve* said reappointments which are transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. Elvin E. Charity and Mr. Clyde Martin, Sr. as members of the Community Development Commission were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPROVAL OF PROPERTY AT 3810 SOUTH HALSTED STREET
AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution, introduced by Alderman Patrick Huels (11th Ward), authorizing Class 6(b) tax incentives for the property located at 3810 South Halsted Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners to build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Chiappetti Wholesale Meat Corporation (hereinafter referred to as "Chiappetti"), is the owner of the property commonly known as 3810 South Halsted Street, Chicago, Illinois (hereinafter referred to as the "Subject Property") and intends to add an addition to the subject property to accommodate its business requirements in the expectation that the Subject Property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, Chiappetti is a meat processing company; and

WHEREAS, The granting of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended project; and

WHEREAS, The use of the Subject Property will provide significant present and future employment, both temporary and permanent for the City of Chicago and more specifically the area in which the property is located; and

WHEREAS, The Class 6(b) status of the Subject Property, and the addition to the Subject Property will generate significant new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 17-32-419-012; -013; -015; -016; -017; -018; -019; -020; -21; and -022; and

WHEREAS, Fagel & Haber, as attorneys for Chiappetti, have received from the Office of the Assessor, acknowledgement of receipt of a "Pre-eligibility Application" for Class 6(b) classification under the ordinance adopted by the County Board of Commissioners on March 3, 1980; now, therefore,

Be It Resolved By the City Council of the City of Chicago:

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive is both necessary and appropriate for the said development to occur on the Subject Property; and

SECTION 2. The City of Chicago, Illinois hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Numbers: 17-32-419-012; -013; -015; -016; -017; -018; -019; -020; -21; and -022; and

SECTION 3. The Clerk of the City of Chicago is authorized and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its passage or as otherwise provided for by law.

APPROVAL OF PROPERTY AT 4457 -- 4459 SOUTH
MARSHFIELD AVENUE AS CLASS 6(b) AND
ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution, introduced by Alderman Ray Frias (12th Ward), authorizing Class 6(b) tax incentives for the property located at 4457 -- 4459 South Marshfield Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

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

WHEREAS, Stanley Barrish, Mark Gewirtz and Chicago Case Company, (the "Owners") of the property commonly known as 4457 -- 4459 South Marshfield Avenue (hereinafter referred to as the "Subject Property"), will undertake a project of re-occupancy and substantial rehabilitation with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Owners intend to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 2; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Chicago Case Company manufactures shipping cases for electronic devices, medical electronics, computer peripherals and other sensitive equipment; and

WHEREAS, The granting of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended re-occupancy and substantial rehabilitation; and

WHEREAS, The execution of this re-occupancy and substantial rehabilitation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 20-06-411-024-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the re-occupancy and substantial rehabilitation of and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed re-occupancy and substantial rehabilitation of 4457 -- 4459 South Marshfield Avenue; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 20-06-411-024-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its adoption and approval, or as otherwise provided by law.

APPROVAL OF PROPERTY AT 4114 SOUTH PEORIA STREET
AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution, introduced by Alderman Patrick Huels (11th Ward), authorizing Class 6(b) tax incentives for the property located at 4114 South Peoria Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Royal Envelope Corporation is the owner of the property commonly known as 4114 South Peoria Street, Chicago, Illinois (hereinafter referred to as the "Subject Property") and intends to occupy this facility, which has been vacant for 35 consecutive months, and rehabilitate it to accommodate its business requirements in the expectation that the Subject Property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Subject Property will be occupied by Royal Envelope Corporation and used for manufacturing envelopes; and

WHEREAS, The granting of the Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended project; and

WHEREAS, The execution of this occupation, renovation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Class 6(b) status of the Subject Property, the occupation, the improvements to and utilization thereof will generate significant new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 20-05-200-053-0000; now, therefore,

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

SECTION 1. The City of Chicago has determined that the incentives provided by the Class 6(b) tax incentives are both necessary and appropriate for said development to occur on the Subject Property; and

SECTION 2. The City of Chicago hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Number 20-05-200-053-0000; and

SECTION 3. The City Clerk of the City of Chicago is authorized and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its adoption or as otherwise provided by law.

APPROVAL OF PROPERTIES AT 1601 -- 1659 WEST WALNUT STREET, 1701 -- 1715 WEST WALNUT STREET, 1600 -- 1658 WEST LAKE STREET AND 1700 -- 1716 WEST LAKE STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution, introduced by Alderman Walter Burnett (27th Ward), authorizing Class 6(b) tax incentives for the properties located at 1601 -- 1659 and 1701 -- 1715 West Walnut Street, and 1600 -- 1658 and 1700 -- 1716 West Lake Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as "City"), consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

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

WHEREAS, Walnut Partnership (the "Owner") of the properties commonly known as 1601 -- 1659 West Walnut Street, 1701 -- 1715 West Walnut Street, 1600 -- 1658 West Lake Street and 1700 -- 1716 West Lake Street, Chicago (hereinafter referred to as the "Subject Properties"), has purchased the Subject Properties which have been vacant for more than two years and will undertake a program of re-occupancy and substantial rehabilitation and conversions with the expectations that the Subject Properties would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Properties are located within the boundaries of the City of Chicago Enterprise Zone No. 4; and

WHEREAS, The Subject Properties will be utilized for industrial use including some light manufacturing and warehouse distribution; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Properties is necessary for the execution of the intended re-occupancy and substantial rehabilitation; and

WHEREAS, The execution of this re-occupancy and substantial rehabilitation and the future use of the Subject Properties will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Properties are 17-07-415-008-0000, 17-07-415-009-0000, 17-07-415-032-0000, 17-07-415-001-0000, 17-07-415-002-0000, 17-07-415-003-0000, 17-07-415-004-0000, 17-07-415-005-0000, 17-07-415-006-0000, 17-07-415-007-0000, 17-07-414-011-0000, 17-07-414-012-0000, 17-07-414-013-0000, 17-07-415-023-0000, 17-07-415-024-0000, 17-07-415-025-0000, 17-07-415-026-0000, 17-07-415-027-0000, 17-07-415-028-0000, 17-07-415-029-0000, 17-07-415-030-0000, 17-07-415-031-0000, 17-07-415-016-0000, 17-07-415-017-0000, 17-07-415-018-0000, 17-07-415-019-0000, 17-07-415-020-0000, 17-07-415-021-0000, 17-07-415-022-0000, 17-07-414-030-0000 and 17-07-414-031-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Properties, the improvements to and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Properties are appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 1601 -- 1659 West Walnut Street, 1701-- 1715 West Walnut Street, 1600 -- 1658 West Lake Street, and 1700 -- 1716 West Lake Street to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Properties as Class 6(b) Properties, and the Class 6(b) tax incentives shall apply to the properties identified as Permanent Real Index Numbers: 17-07-415-008-0000, 17-07-415-009-0000, 17-07-415-032-0000, 17-07-415-001-0000, 17-07-415-002-0000, 17-07-415-003-0000, 17-07-415-004-0000, 17-07-415-005-0000, 17-07-415-006-0000, 17-07-415-007-0000, 17-07-414-011-0000,

17-07-414-012-0000, 17-07-414-013-0000, 17-07-415-023-0000, 17-07-415-024-0000, 17-07-415-025-0000, 17-07-415-026-0000, 17-07-415-027-0000, 17-07-415-028-0000, 17-07-415-029-0000, 17-07-415-030-0000, 17-07-415-031-0000, 17-07-415-016-0000, 17-07-415-017-0000, 17-07-415-018-0000, 17-07-415-019-00000, 17-07-415-020-0000, 17-07-415-021-0000, 17-07-415-022-0000, 17-07-414-030-0000 and 17-07-414-031-0000; and

SECTION 4. The City Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its adoption and approval, or as otherwise provided by law.

APPROVAL OF PROPERTY AT 4630 WEST 55TH STREET AS
CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution, introduced by Alderman Michael Zalewski (23rd Ward), authorizing Class 6(b) tax incentives for the property located at 4630 West 55th Street, pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners to build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Midway Wire Company owns the property commonly known as 4630 West 55th Street, Chicago, Illinois (hereinafter referred to as the "Subject Property") and intends to construct an addition to its existing manufacturing facility located at 4630 West 55th Street, Chicago, Illinois. The Subject Property will be eligible for Class 6(b) tax incentives; and

WHEREAS, The Subject Property will be occupied by Midway Wire Company, and used for the manufacture of steel wire; and

WHEREAS, The granting of the Class 6(b) tax incentives is necessary for the execution of the intended construction on the Subject Property; and

WHEREAS, The construction of this improvement and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of real estate and tax revenues; and

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 19-10-323-045-0000, 19-10-323-051-0000 and 19-10-323-052-0000; now, therefore,

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

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive is both necessary and appropriate for the said development to occur on the Subject Property; and

SECTION 2. The City of Chicago hereby supports and consents to the Class 6(b) designation of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Numbers 19-10-323-045-0000, 19-10-323-051-0000 and 19-10-323-052-0000; and

SECTION 3. The Clerk of the City of Chicago is hereby authorized and directed to send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its adoption or as otherwise provided for by the law.

COMMITTEE ON HOUSING AND REAL ESTATE.

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF LOW INCOME HOUSING TRUST FUND.

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

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor,

reappointing Reverend Daniel Alvarez, Sr., Douglas C. Dobmeyer, Marina Carrott, Michael A. Ross, Thomas J. McNulty and Lilo Salmon as members of the Low Income Housing Trust Fund for the term expiring December 31, 1996, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments 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 Troutman, the committee's recommendation was *Concurred In* and the said proposed reappointments of Reverend Daniel Alvarez, Sr., Mr. Douglas C. Dobmeyer, Ms. Marina Carrott, Mr. Michael A. Ross, Mr. Thomas J. McNulty and Ms. Lilo Salmon as members of the Low Income Housing Trust Fund were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF MS. YOLANDA GAMBOA AND
MR. ALLEN P. SHEMALTAUSKIS AS MEMBERS
OF SOUTHWEST HOME EQUITY
COMMISSION I.

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

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, appointing the following individuals as members of the Southwest Home Equity Commission I for the terms indicated:

Term expiring June 28, 1997:

Yolanda Gamboa

Term expiring June 28, 1998:

Allen P. Shemaltauskis,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 Troutman, the committee's recommendation was *Concurred In* and the said proposed appointments of Ms. Yolanda Gamboa and Mr. Allen P. Shemaltauskis as members of the Southwest Home Equity Commission I were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF MR. JOHN RETZKY, MR. JOHN W. JUSTIN
AND MS. JOANNE ROCK AS MEMBERS OF SOUTHWEST
HOME EQUITY COMMISSION II.

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

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, appointing John Retzky, John W. Justin and Joanne Rock as members of the Southwest Home Equity Commission II for the term expiring June 28, 1996, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments 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 Troutman, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. John Retzky, Mr. John W. Justin and Ms. Joanne Rock as members of the Southwest Home Equity Commission II were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

AUTHORIZATION FOR ACCEPTANCE OF DONATION BY SEARS,
ROEBUCK AND COMPANY OF SPAULDING BUILDING
AND ADJACENT PARKING LOT AT 3214 -- 3258
AND 3350 WEST FILLMORE STREET.

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

CHICAGO, August 1, 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 approving the acceptance of the donation of a certain building and adjacent parking lot, known as the Spaulding Building, by Sears, Roebuck and Company to the City of Chicago at 3214 -- 3258 and 3350 West Fillmore 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government created 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, including the acquisition of property for public use; and

WHEREAS, The City seeks to accept the donation from Sears, Roebuck and Co., a New York corporation ("Sears") of those certain parcels located at 3214 -- 3258 and 3350 West Fillmore Street (collectively, the "Property") and legally described on Exhibit A attached hereto; and

WHEREAS, The Property is presently improved with a five-story building commonly known as the Spaulding Building and an adjacent parking lot, and is located at the former world headquarters of Sears commonly known as "Homan Square"; and

WHEREAS, The City plans to renovate the Spaulding Building for present use by the Chicago Police Department; and

WHEREAS, Due to the location of the Property at Homan Square, and the various undertakings by the City and Sears to redevelop Homan Square with single-family and rental housing and commercial uses, the City and Sears propose to enter into an agreement (or such other legal document as may be reasonably required) relating to the use and maintenance of the Spaulding Building by the City; and

WHEREAS, The Department of General Services recommends to the City Council that it authorize the acceptance of the donation of the Property from Sears to the City; now, therefore,

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

SECTION 1. The City Council hereby adopts the foregoing recitals as its findings and incorporates them herein by this reference.

SECTION 2. The City is hereby authorized to accept the donation from Sears of the Property legally described on Exhibit A attached hereto.

SECTION 3. The City of Chicago is authorized to accept a deed of conveyance from Sears, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 4. The Commissioner of General Services is authorized to execute on behalf of the City an agreement or such other legal document between the City and Sears, subject to the approval of the Corporation Counsel as to form and legality, to provide for the use and maintenance of the Spaulding Building by the City.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description Of The Property.

Lots 7 to 24, both inclusive, in Block 1 and Lots 1 to 24, both inclusive, in Block 6, the east/west vacated alley lying north of and adjoining aforesaid Lots 1 to 18 in Block 6 and lying north of the most northerly line of said Lot 18 extended west to the east line of aforesaid Lot 19 in Block 6, and the north and south and northeasterly and southwesterly alley lying east of and adjoining aforesaid Lots 19 to 24 in Block 6, lying south of the most northerly line of aforesaid Lot 18 in Block 6, extended west to the east line of aforesaid Lot 19 in Block 6, all in Twelfth Street Addition to Chicago, a subdivision of that part of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the right-of-way of the Chicago and Great Western Railroad Company, according to the plat thereof recorded June 30, 1887 as Document Number 846130, and correction of said plat recorded October 15, 1887 as Document Number 883226, in Cook County, Illinois.

Permanent Index Numbers: 16-14-412-013-0000; and

16-14-420-001-0000.

Commonly known as: 3214 -- 3258 West Fillmore Street; and

3350 West Fillmore Street.

ACCEPTANCE OF BID FROM LOVE UNLIMITED CHORAL
MINISTRIES FOR PURCHASE OF CHICAGO BOARD
OF EDUCATION PROPERTY AT
25 WEST 113TH STREET.

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

CHICAGO, August 1, 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 Board of Education authorizing a negotiated sale at 25 West 113th 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on Housing and Real Estate of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to ILCS, Chapter 105, Section 5/34-21, Subsection (b)(a), by a vote of not less than two-thirds of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the

Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, The Board of Education of the City of Chicago advertised for sale and received two bids on the said real estate; and

WHEREAS, The bid was opened and read in the Board Chamber by the Secretary for the Board of Education of the City of Chicago on the first Tuesday, after the closing bid date; and

WHEREAS, Two appraisals were made for this property and they indicated that the fair market value of this real estate is as follows:

Ripley Mead, Jr.
February 5, 1992
Market Value: \$36,500.00

Appraisal Association, Inc.
July 1, 1994
Market Value: \$35,000.00

; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds of its full membership, at its meeting of July 27, 1995, recommended that the bid from Love Unlimited Choral Ministries, 503 North Leclair Avenue, Chicago, Illinois 60644, in the amount of \$43,000.00 to purchase said property, be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Love Unlimited Choral Ministries, to purchase the vacant building and land located at 25 West 113th Place which is further described as follows, to wit:

the east half of Lot 44, Lots 45 to 50, and Lot 51 (except the east 10 feet) in the resubdivision of Block 6 in the First Addition to Pullman, a subdivision of the east 775.5 feet of the east half of the northeast quarter of Section 21, Township 37 North, Range 14 East of the Third Principal Meridian (except that part shown as occupied by the Chicago and Wisconsin Illinois Railroad), in Cook County, Illinois,

which property contains approximately 22,188 square feet/.051 acres and is improved with a vacant school building and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed conveying to Love Unlimited Choral Ministries, all rights of the City of Chicago In Trust For The Use Of Schools, in and to said school property.

SECTION 3. That the Bureau of Real Estate and Capital Assets Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the purchase price.

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

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT
1501 SOUTH PULASKI ROAD/3959 WEST 15TH
STREET AND 3642 WEST ROOSEVELT
ROAD UNDER SPECIAL SALES
PROGRAM.

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

CHICAGO, August 1, 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 special sales at the following locations:

1501 South Pulaski Road/3959 West 15th Street

3642 West Roosevelt Road,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

1501 South Pulaski Road/3959 West 15th Street.

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

WHEREAS, The Better Boys Foundation, an Illinois not-for-profit corporation ("Grantee") 1512 South Pulaski Road, Chicago Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot for use in conjunction with the foundation; 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 Property to 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 parking lot is built on the Property within six (6) 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 (5) 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 (5) 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 47 in Block 5 in Douglas Park Boulevard Bohemian Land Association Subdivision in the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1501 South Pulaski Road/3959 West 15th Street, Chicago, Illinois, Permanent Index No. 16-23-122-001-0000).

3642 West Roosevelt Road.

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

WHEREAS, Emanuel Healing Temple, Inc., an Illinois not-for-profit corporation ("Grantee") 3668 West Roosevelt Road, 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 Property to 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 (6) 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 (5) 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 (5) 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 18 (except that part taken for widening West 12th Street) in Givin's and Gilbert's Subdivision of the south 15 acres of the east half of the east half of

the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3642 West Roosevelt Road, Chicago, Illinois, Permanent Index No. 16-14-328-050-0000).

APPROVAL FOR SALE OF PROPERTY AT VARIOUS
LOCATIONS WITHIN 89TH-LOOMIS BLIGHTED
COMMERCIAL DISTRICT TO C. & F. 89TH-
LOOMIS JOINT VENTURE.

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

CHICAGO, August 1, 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 authorizing the sale of parcels in the 89th-Loomis Blighted Commercial District to the C. & F. 89th-Loomis Joint Venture at the following locations:

8910 South Loomis Street

8912 South Loomis Street

8920 -- 8922 South Loomis Street

8924 -- 8926 South Loomis Street

8928 -- 8936 South Loomis Street

8931 -- 8933 South Loomis Street

8856 -- 8858 South Loomis Street,

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

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

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 on December 11, 1991, the City Council of the City of Chicago established the Community Development Commission ("Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Commercial District Development Commission pertaining to the sale and redevelopment of land in project areas; and

WHEREAS, The City Council of Chicago approved the designation of and the Redevelopment Plan (the "Plan") for the 89th-Loomis Blighted Commercial District on August 21, 1992; and

WHEREAS, The Commission, by Resolution No. 95-CDC-36, adopted on June 26, 1995, approved the sale of seven (7) Parcels (the "Disposition Parcels") as listed in Exhibit No. 1, within the 89th-Loomis Blighted Commercial Area (the "Project Area") to the C. & F. 89th-Loomis Joint Venture (the "Developer"); and

WHEREAS, The Developer proposes to pay \$28,500.00 for the seven (7) Disposition Parcels within the Project Area, which are 43,432.4 square feet or .997 acres in area; and

WHEREAS, The Developer has proposed to acquire the Disposition Parcels to construct a one-story, 25,000 square foot commercial/retail building and related uses (the "Project"), which is permitted by the Plan; and

WHEREAS, The Developer has furnished satisfactory evidence to the departments as to its financial qualifications to redevelop the Disposition Parcels with the Project, in accordance with its proposal; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of the Disposition Parcels as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale of the following Parcels within the 89th-Loomis Blighted Commercial Redevelopment Area to the C. & F. 89th-Loomis Joint Venture for the purchase price of \$28,500.00 is hereby approved as follows:

Parcel	Address	Permanent Index Number
2-6	8931 -- 8933 South Loomis Street	25-05-120-006
3-2	8910 South Loomis Street	25-05-119-030
3-3	8912 South Loomis Street	25-05-119-031
3-5	8920 -- 8922 South Loomis Street	25-05-119-019
3-6	8924 -- 8926 South Loomis Street	25-05-119-020
3-7	8928 -- 8936 South Loomis Street	25-05-119-021
4-2	8856 -- 8858 South Loomis Street	25-05-111-033/-034

SECTION 2. The Commissioner of Planning and Development, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents as may be necessary to implement the redevelopment of the Disposition Parcels, 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 for the Disposition Parcels to the Developer, subject to any covenants, conditions and restrictions set forth in the redevelopment agreement.

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

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

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

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of Housing authorizing the sale of property under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

6700 --6702 South Emerald Avenue

4336 West Maypole Avenue

536 -- 538 East 43rd 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 Troutman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

6700 -- 6702 South Emerald 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 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: 6700 -- 6702 South Emerald Avenue.

Participant: Alpha Temple Missionary Baptist Church.

Purpose: Rehabilitation.

Permanent Index Number: 20-21-30-026.

Legal Description.

The north 5 feet of Lot 46 (except the west 48 feet thereof) and Lots 47 and 48 (except the west 48 feet thereof) in Block 3 in Smith's Addition to Normalville, a subdivision of the northwest quarter of the southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

4336 West Maypole 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 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: 4336 West Maypole Avenue.

Participant: Otis Brown.

Purpose: Rehabilitation.

Permanent Index Number: 16-10-408-018.

Legal Description.

Lot 34 in Block 13 in the subdivision of the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

536 -- 538 East 43rd 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 exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and 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; and

WHEREAS, The Participant is a City employee; 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. The conveyance of the Property by the City to the Participant is hereby declared exempt from Section 2-156-110 of the Municipal Code of the City of Chicago.

SECTION 6. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 536 -- 538 East 43rd Street.

Participants: Ruth Allen and Hattie Allen.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-223-025.

Legal Description.

Lot 33 in George S. Bowen's Subdivision of that part of the south half of the south half of the southwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of South Vincennes Avenue, in Cook County, Illinois.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE OF
PROPERTY AT 6405 SOUTH WOOD STREET AND
RECONVEYANCE TO SUBSTITUTE PARTICIPANT
UNDER CHICAGO ABANDONED
PROPERTY PROGRAM.

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

CHICAGO, July 11, 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 authorizing the sale of property under the Chicago Abandoned Property Program (C.A.P.P.) at 6405 South Wood 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("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 Buildings ("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 his unwillingness and/or inability to accept title, and that he 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.; and

WHEREAS, The Substitute Participant is a City employee; 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. The conveyance of the Property by the City to the Substitute Participant is hereby declared exempt from Section 2-156-110 of the Municipal Code of the City of Chicago.

SECTION 4. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

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

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

Exhibit "A".

Property Address: 6405 South Wood Street.

Previous Ordinance Date: October 28, 1993.

Participant: Henry W. Moore III.

Substitute Participant: Victor Martinez.

Purpose: Rehabilitation.

Permanent Index Number: 20-19-212-002.

Legal Description.

Lot 46 and the south 5 feet of Lot 47 in Block 29 in Drexel Park, a subdivision of the east quarter of the north half of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

BOARD OF COMMISSIONERS OF COUNTY OF COOK REQUESTED
TO ENTER NO-CASH BID FOR PROPERTY AT 7514 SOUTH
KINGSTON AVENUE UNDER CHICAGO TAX
REACTIVATION PROGRAM.

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

CHICAGO, August 1, 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 requesting the Cook County Board of Commissioners to enter a no-cash bid on behalf of the City for the acquisition of a parcel located at 7514 South Kingston Avenue and the subsequent conveyance of the property to the Israel of God Church pursuant to the Tax Reactivation 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago blighted, vacant, dilapidated and tax delinquent properties which contribute to the decline of commercial areas within the City's neighborhoods; and

WHEREAS, These tax delinquent properties and the resultant blight contribute to the decline of neighborhoods and are harmful to the health, prosperity, economic stability and general welfare of the citizens of Chicago; and

WHEREAS, The Illinois Property Tax Code provides that the County may enter no-cash bids on tax delinquent properties on behalf of municipalities; and

WHEREAS, The City has created the Chicago Tax Reactivation Program to aid the private sector in acquiring tax delinquent properties for the purpose of, among other things, creating new industry and jobs for its residents; and

WHEREAS, The Department of Planning and Development has found the developer identified on Exhibit A attached hereto to be qualified to participate in the Program; and

WHEREAS, The City is interested in acquiring the parcel of property identified on Exhibit A for conveyance to the qualified developer in furtherance of the Program; now, therefore,

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

SECTION 1. The Board of Commissioners of Cook County is hereby requested to enter a no-cash bid on the parcel identified on Exhibit A ("Parcel") and to assign its interest in the Parcel to the City of Chicago.

SECTION 2. The Commissioner of the Department of Planning and Development is authorized to provide the Board with all necessary and required information to assure the entering of the no-cash bid and the assignment of the County's interest in the Parcel to the City.

SECTION 3. The Commissioner is further authorized to negotiate and execute a redevelopment agreement and all other documents which may be required or necessary to implement the intent and objectives of the Program with the developer listed on Exhibit A, subject to the approval of the Corporation Counsel.

SECTION 4. The Department of Planning and Development is directed to provide annual status reports on the Parcel to the Cook County Department of Economic Development for a period of five (5) years.

SECTION 5. The Corporation Counsel or her designee is authorized to take all necessary steps to obtain the tax deed for the Parcel. The City will be responsible for all costs and legal fees associated with the acquisition of the Parcel. The Corporation Counsel is further authorized to take whatever other legal action may be required pursuant to the County's no-cash bid Program, including petitioning the Circuit Court to declare a sale in error in the event that any Parcel should not have been offered for sale. If there are municipal liens on the Parcel, the Corporation Counsel is authorized to execute releases of all such liens.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Parcel to the approved developer, subject to the approval of the Corporation Counsel.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

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

Exhibit "A".

Developer	Volume Number	Permanent Index Number	Address
Israel of God Church	274	21-30-302-012	7514 South Kingston Avenue

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 1902 -- 1904 WEST CERMAK ROAD FOR USE BY
DEPARTMENT OF HUMAN SERVICES.

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

CHICAGO, August 1, 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 lease at 1902 -- 1904 West Cermak Road for the Department of Human Services (Lease No. 11030), 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute, on behalf of the City of Chicago, a lease with Frank L. Torre, sole owner, as Landlord, for approximately 4,000 square feet of ground floor office space located at 1902 -- 1904 West Cermak Road for use by the Department of Human Services, as Tenant; such lease to be approved by the Commissioner of the Department 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 entered into this ____ day of _____, 1995 by and between Frank L. Torre, sole owner (hereinafter 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 1902 -- 1904 West Cermak Road, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 4,000 square feet of ground floor office space located at 1902 -- 1904 West Cermak Road, 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 4,000 square feet of office space located on that certain parcel of real estate more commonly known as 1902 -- 1904 West Cermak Road, Chicago, Illinois (the "Premises").

*Section 2.**Term.*

The term of this Lease ("Term") shall commence on August 1, 1995, ("Commencement Date") and shall end on July 31, 1998, 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) Four Thousand Three Hundred Fifty-one and no/100 Dollars (\$4,351.00) per month for the period beginning on the 1st day of August, 1995 and ending on the 31st day of July, 1998;

Rent shall be paid to Landlord at F.T. Corporation, c/o Frank L. Torre, 900 West 21st Street, Chicago, Illinois, 60608 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, heat, gas, sewer and water charges and other levies assessed against the

Premises, except for those charges which this Lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, and telephone or other communication services, 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 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 improvements 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. Landlord shall not unreasonably withhold consent.

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 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.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If 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 August 1, 1998 and the rent shall be at the same rate as set forth in Section 3.1(a) of this Lease.

Section 10.

Miscellaneous.

10.1 Notices.

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:

F. T. Corporation
c/o Frank L. Torre
900 West 21st Street
Chicago, Illinois 60608

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 after execution 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

Professionally spot paint the Premises after twelve (12) months from execution of this Lease.

11.2

Provide and pay for hot and domestic water for the Premises.

11.3

Maintain plumbing in good operable condition.

11.4

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.5

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, 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, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

11.6

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.

11.7

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 two (2) foot by two (2) foot in size.

12.6

Pay for monthly alarm services, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants, is illegal, or increases the rate of insurance on the Premises.

12.8

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.

Section 13.

Additional Clauses.

13.1

Landlord shall provide and pay for exterminator service whenever necessary.

13.2

Landlord shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said Demised Premises.

13.3 Use Of Premises.

Tenant shall use and occupy the Premises for office use and for no other use or purpose. Tenant has option during the Term of this Lease of placing another City Agency in Demised Premises with the same terms and conditions as specified in this Lease. Replacement cannot be made without written consent of the Landlord which shall not be unreasonably withheld.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord:

By: _____
Frank L. Torre, sole owner

Tenant:

City of Chicago, an Illinois
municipal corporation

By: The Department of General
Services

By: _____
Benjamin Reyes,
Commissioner

Approved: Department of Human
Services

By: _____
Daniel Alvarez, Sr.,
Commissioner

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation
Counsel

COMMITTEE ON HUMAN RELATIONS.

**APPOINTMENT OF MR. ANGHEMOM ATSBABA, MS. FUNMI M.
APANTAKU AND MS. BRENDA LINE R. ROKER AS
MEMBERS OF COMMISSION ON HUMAN
RELATIONS ADVISORY COUNCIL
ON AFRICAN AFFAIRS.**

The Committee on Human Relations submitted the following report:

CHICAGO, July 27, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 13, 1995), appointing the following persons as members of the Commission on Human Relations Advisory Council on African Affairs:

Term expiring July 1, 1997:

Anghemom Atsbaba, to succeed Christian E. Nze, whose term has expired;

Term expiring July 1, 1998:

Funmi M. Apantaku, to succeed Elkin M. Sithole, deceased;

Brendaline R. Roker, to succeed Lorraine Morgan, who has resigned,
begs leave to report and recommend that Your Honorable Body *Approve* the
proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was
Concurred In and the proposed appointments of Mr. Anghesom Atsbaha, Ms.
Funmi M. Apantaku and Ms. Brendaline R. Roker as members of the
Commission on Human Relations Advisory Council on African Affairs were
Approved by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers,
Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy,
Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett,
E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen,
Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller,
Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS
MEMBERS OF COMMISSION ON HUMAN
RELATIONS ADVISORY COUNCIL
ON ARAB AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, July 27, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 13, 1995), appointing the following persons as members of the Commission on Human Relations Advisory Council on Arab Affairs:

Term expiring July 1, 1996:

Dalal M. Jarad, to succeed Yacoub Y. Al-Ubaidi, whose term has expired;

Mona T. Khalidi, to succeed Mansour H. Mansour, whose term has expired;

Term expiring July 1, 1997:

Mazin F. Safar, to succeed Samir D. Khalil, whose term has expired;

Term expiring July 1, 1998:

Khaled O. Akkawi, to succeed Issa Bata, whose term has expired;

Akram Mufarreh, to succeed Quaseem Blan, whose term has expired,

begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the proposed appointments of Mr. Dalal M. Jarad, Ms. Mona T. Khalidi, Mr. Mazin F. Safar, Mr. Khaled O. Akkawi and Mr. Akram Mufarreh as members of Commission on Human Relations Advisory Council on Arab Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF MR. JAY JUNG-II KIM AS
MEMBER OF COMMISSION ON HUMAN
RELATIONS ADVISORY COUNCIL
ON ASIAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, July 27, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 13, 1995), appointing Jay Jung-II Kim as a member of the Commission on Human Relations Advisory Council on Asian Affairs for a term expiring July 1, 1997 to succeed Dr. Hyo H. Byun, whose term has expired, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the proposed appointment of Mr. Jay Jung-II Kim as a member of the Commission on Human Relations Advisory Council on Asian Affairs was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF REVEREND GROUND D. TZONKOV AS
MEMBER OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON IMMIGRANT
AND REFUGEE AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, July 27, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 13, 1995), appointing Reverend Groun D. Tzonkov as a member of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs for a term expiring July 1, 1997 to succeed Cynthia A. Yannias, whose term has expired, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the proposed appointment of Reverend Groun D. Tzonkov as a member of the Commission on Human Relations Advisory Council on Immigrant and Refugee Affairs was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF
COMMISSION ON HUMAN RELATIONS ADVISORY
COUNCIL ON LATINO AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, July 27, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 13, 1995), appointing the following persons as members of the Commission on Human Relations Advisory Council on Latino Affairs:

Term expiring July 1, 1996:

Grace Cervantez, to succeed Isabel Muniz, who has resigned;

Term expiring July 1, 1997:

Susana Martinez, to succeed Margarita Martinez, who has resigned;

Lucy Robles-Aquino, to succeed Arturo Gallegos, whose term has expired;

Guillermina A. Ybarra, to succeed Tomas E. Revollo, who has resigned;

Term expiring July 1, 1998:

Nadine R. Arroyo, to succeed Kathy Ortiz, who has resigned,

begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the proposed appointments of Ms. Grace Cervantez, Ms. Susana Martinez, Ms. Lucy Robles-Aquino, Ms. Guillermina A. Ybarra and Ms. Nadine R. Arroyo as members of the Commission on Human Relations Advisory Council on Latino Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF MR. CURTIS D. JONES AND
MR. SAMUEL L. PARKS AS MEMBERS OF
COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON
VETERANS' AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, July 27, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 13, 1995), appointing the following persons as members of the Commission on Human Relations Advisory Council on Veterans' Affairs:

Term expiring July 1, 1997:

Curtis D. Jones, to succeed Robert Garner, deceased;

Term expiring July 1, 1998:

Samuel L. Parks, to succeed Thomas L. Miller, whose term has expired,

begs leave to report and recommend that Your Honorable Body Approve the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the proposed appointments of Mr. Curtis D. Jones and Mr. Samuel L. Parks as members of the Commission of Human Relations Advisory Council on Veterans' Affairs were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF MS. PAMELA M. ALFONSO AS MEMBER
OF COMMISSION ON HUMAN RELATIONS
ADVISORY COUNCIL ON WOMEN.

The Committee on Human Relations submitted the following report:

CHICAGO, July 27, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (referred to the committee on July 13, 1995), appointing Pamela M. Alfonso as a member of the Commission on Human Relations Advisory Council on Women for a term expiring July 1, 1996 to succeed Leslie Hindman, who has resigned, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the proposed appointment of Ms. Pamela M. Alfonso as a member of the Commission on Human Relations Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 140(e) OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING SALE OF GRAIN ALCOHOL IN CONTAINERS WITH CAPACITY LESS THAN EIGHT OUNCES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Eugene C. Schulter, Alderman Allan Streeter and Alderman Shirley Coleman (which was referred on July 13, 1995) amending Section 4-60-140 of the Municipal Code of Chicago by disallowing the sale or offer for sale of grain alcohol, regardless of proof, in any container with a capacity of less than 8 ounces,

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-140 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

4-60-140 Prohibited Activities.

(a) It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to sell, give or deliver alcoholic liquor to any person under the age of 21 years. It shall be unlawful for any person licensed to operate a tavern to permit any person under 21 years of age to enter or remain within the licensed premises unless such person is accompanied by a parent or guardian. It shall also be unlawful for any such person licensed pursuant to this chapter to engage or employ or permit any person under the age of 21 years to work or to entertain, or to act as host or hostess in or upon the licensed premises

where the principal business is the sale of alcoholic liquor, while such premises are open for the sale at retail of alcoholic liquor. Any person under the age of 21 years, engaged or employed or permitted to work in or upon the licensed premises where the sale of alcoholic liquor is not the main or principal business may not work as entertainer, host or hostess or in connection with the handling, selling, serving or delivering of alcoholic liquor.

(b) No licensee or employee of a licensee shall:

(1) Solicit, induce or request any patron of the licensed establishment to purchase any alcoholic or nonalcoholic beverage for himself or any other employee of the licensed establishment; or

(2) Knowingly serve to any employee any alcoholic or nonalcoholic beverage which was purchased by any patron.

(c) No licensee, manager or barkeeper of a licensed establishment shall permit any employee to remain on the premises of the licensed establishment who solicits, induces or requests a patron to purchase an alcoholic or nonalcoholic beverage for any employee.

Nothing in this subsection prohibits the above activities where the patron and employee are related by blood or marriage.

(d) No person licensed under this chapter shall permit any employee, entertainer or patron to engage in any live act, demonstration, dance or exhibition on the licensed premises which exposes to public view:

(1) His or her genitals, pubic hair, buttocks, perineum and anal region or pubic hair region; or

(2) Any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, buttocks, perineum, anal region or pubic hair region; or

(3) Any portion of the female breast at or below the areola thereof.

For purposes of this section, any of the items described in subsections (d) (1) through (d) (3) shall be considered exposed to public view if it is uncovered or is less than completely and opaquely covered.

(e) No licensee, employee or agent of a licensee, shall sell, expose or offer for sale alcoholic liquor whose alcohol content determined by volume exceeds 76 percent, *or grain alcohol regardless of proof, in any container with a capacity of less than 8 ounces.*

SECTION 2. This ordinance shall take effect ten (10) days after its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 100, SECTION 030 OF
MUNICIPAL CODE OF CHICAGO BY REQUIRING DRY
CLEANING OR SPOTTING LICENSED APPLICANTS
TO PROVIDE PROOF OF CHEMICAL AND ON
SITE WASTE DISPOSAL BY LICENSED
WASTE HAULERS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Patrick O'Connor (referred on April 15, 1995) amending Section 4-100-030 of the Municipal Code of Chicago by requiring applicants for a license to operate a dry cleaning business to submit proof of disposal of all cleaning solvents and other non-refuse waste by a properly licensed waste hauler, by providing a copy of the contract, waste manifests, or certified letter from the waste hauler who will be responsible for the removal and handling of such waste, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-100-030 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in *italics*, as follows:

4-100-030 License -- Application -- Affidavit -- Investigation.

An application for said license shall be made in conformity with the general requirements of this code relating to applications for licenses. A separate application shall be made for each dry cleaning or spotting establishment engaged in by the applicant wherever located within the city.

At the time of filing such application, the applicant shall also file an affidavit specifying the type of cleaning solvent to be used, and stating that no cleaning solvent other than that specified in the affidavit will be employed. If at any time subsequent to the filing of the application and affidavit, the applicant desires to change the type of solvent specified in the affidavit, he may do so only upon the filing of an amendment to his application and affidavit describing the proposed change; provided, that compliance is made with all ordinances relating to the use of such solvent.

At the time of filing the application, the applicant shall also submit proof of arrangements for the disposal of all cleaning solvents and other non-refuse waste by a properly licensed waste hauler. The proof may consist of a copy of the contract with, recently dated manifests of, or an affidavit from, the waste hauler who will be responsible for the removal and handling of such waste.

Every such application shall be approved by the *building* commissioner [of inspectional services] and the division marshal in charge of the bureau of fire prevention as to compliance of the premises named therein with the

inspectional services provisions and fire regulations of this code, respectively, before a license shall be issued.

The section of heating, the section of mechanical inspection and the section of industrial sanitation shall cause an investigation to be made of the premises named and described in such application for the purpose of determining whether the provisions of this code regulating health, safety and sanitation relating to such establishment have been complied with.

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

AUTHORIZATION FOR ISSUANCE OF 1995 RAFFLE LICENSE,
FREE OF CHARGE, TO "STOP AIDS" ORGANIZATION.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an order introduced by Alderman Bernard Hansen (which was referred on July 13, 1995), authorizing the Director of Revenue to issue, free of charge, a raffle license for year 1995 to "Stop Aids", a not-for-profit organization, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue, free of charge, a raffle license for the year 1995 to "Stop Aids", a not-for-profit organization located at 909 West Belmont Avenue.

COMMENDATIONS EXTENDED TO CONTINENTAL DISTRIBUTING
COMPANY, INCORPORATED AND ROMANO BROS. BEVERAGE
COMPANY FOR VOLUNTARY DISCONTINUATION OF
DISTRIBUTION AND SALE OF GRAIN ALCOHOL
WITHIN CITY OF CHICAGO.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration a resolution introduced by Alderman Eugene Schulter, Alderman Allan Streeter and Alderman Mary Ann Smith commending Continental Distributing Company, Incorporated and Romano Bros. Beverage Company for their voluntary discontinuation of the sale of grain alcohol, begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The ready availability of grain alcohol on retail shelves within the City has been widely recognized as a key factor in Chicago's crack cocaine epidemic; and

WHEREAS, Recognizing the relationship of grain alcohol to drug abuse, two Chicago companies -- Continental Distributing Company, Incorporated, and Romano Bros. Beverage Company -- have discontinued sales and distribution of grain alcohol in Chicago, thus taking a giant step toward our continuing fight with substance abuse and crime; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby commend Continental Distributing Company, Incorporated and Romano Bros. Beverage Company for taking a lead in combatting drug abuse by discontinuing the distribution and sale of grain alcohol; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Continental Distributing Company, Incorporated and Romano Bros. Beverage Company.

COMMITTEE ON PARKS AND RECREATION.

**APPOINTMENT OF MR. WILLIAM C. BARTHOLOMAY
AS COMMISSIONER OF CHICAGO
PARK DISTRICT.**

The Committee on Parks and Recreation submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred July 13, 1995), appointing William C. Bartholomay as a Commissioner of the Chicago Park District for a term expiring April 25, 2000, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the committee's recommendation was *Concurred In* and the proposed appointment of Mr. William C. Bartholomay as a Commissioner of the Chicago Park District was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

COMMITTEE ON POLICE AND FIRE.

REAPPOINTMENT OF MR. JAMES K. HEFFERNAN AS MEMBER
OF CHICAGO EMERGENCY TELEPHONE
SYSTEM BOARD.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1995.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Friday, July 28, 1995, and having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, reappointing James K. Heffernan as a member of the Chicago Emergency Telephone System Board for a term ending July 1, 2000, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the proposed reappointment of Mr. James K. Heffernan as a member of Chicago Emergency Telephone System Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

AMENDMENT OF TITLE 8, CHAPTERS 20 AND 24 OF
MUNICIPAL CODE OF CHICAGO BY PROHIBITING
MANUFACTURE, SALE AND POSSESSION OF
DISC PROJECTILE AMMUNITION.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1995.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Friday, July 28, 1995, and having had under consideration a proposed ordinance introduced by The Honorable Richard M. Daley, Mayor, amending Chapters 8-20 and 8-24 of the Municipal Code of Chicago to prohibit the manufacture, sale and possession of disc projectile ammunition, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 8-20-030 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

8-20-030 As used in this Title 8:

(a) "Ammunition" means cartridge cases, shells, projectiles (including shot), primers, bullets, propellant powder, or other devices or materials designed, or intended for use in a firearm or destructive device.

(b) "Antique firearms" means any firearm, including, but not limited to, any firearm with a matchlock, flintlock, percussion cap or similar type of ignition system, which is incapable of being fired or discharged; or any firearm manufactured before 1898 for which cartridge ammunition is not commercially available and is possessed as a curiosity or ornament or for its historical significance or value.

(c) "Corrections officer" means wardens, superintendents and keepers of prisons, penitentiaries, jails or other institutions for the detention of persons accused or convicted of an offense.

(d) "Crime of violence" is defined as any felony committed while armed with a weapon as defined in Chapter 38, Section 33A-1 of Illinois Revised Statutes, as amended.

(e) "Duty-related firearm" shall mean any weapon which is authorized by any law enforcement agency to be utilized by their personnel in the performance of their official duties.

(f) "Firearm" means any weapon which will, or is designed to or restored to, expel a projectile or projectiles by the action of any explosive; the frame or receiver of any such device; or any firearm muffler or silencer. Provided, that such term shall not include:

(1) antique firearms;

(2) any device used exclusively for line-throwing, signaling, or safety and required or recommended by the United States Coast Guard or Interstate Commerce Commission; or

(3) Any device used exclusively for firing explosives, rivets, stud cartridges, or any similar industrial ammunition incapable of use as a weapon.

(g) "Fragmenting bullet" means a bullet that is designed or modified to shatter on impact, or any other bullet that is designed or modified so that more than 50% of the mass of the bullet is likely to fragment inside a human or animal target.

(h) "Assault weapon" means any of the following weapons:

(1) Assault Rifles.

AK 47 type

86S type

AK 47S type

86S7 type

AK 74 type

87S type

AKS type

Galil type

AKM type

Type 56 type

AKMS type

Type 565 type

84S1 type

Valmet M76 type

ARM type

Valmet M78 type

84S1 type

M76 counter sniper type

84S3 type

FAL type

HK91 type

L1A1A type

HK93 type

HK94 type

G3SA type

K1 type

K2 type

AR100 type

M24S type

SIG 550SP type

SIG 551SP type

Austrialian Automatic Arms

SAR type

SKS type with detachable
magazine

Colt AR-15

Springfield Armory SAR-48

Springfield Armory BM-59

Bushmaster Auto Rifle

Auto-Ordinance Thompson M1

Ruger Mini 14/5F

Federal XC-900 and XC450

Feather AT-9 Auto Carbine

Goncz High Tech Carbine

Auto-Ordinance Thompson 1927A1

Iver Johnson PM30 P Paratrooper

SAR 48 type

AUG type

FNC type

Uzi carbine

Algimec AGMI type

AR180 type

MAS 223 type

Beretta BM59 type

Beretta AR70 type

CIS SR88 type

(2) Assault Pistols

Uzi type

Heckler & Koch Sp-89 type

Austrialian Automatic Arms SAP type

Spectre Auto type

Sterling Mark 7 type; and

(3) Any weapon that the superintendent of police defines by regulation as an assault weapon because the design or operation of such weapon is inappropriate for lawful use.

(i) "Assault ammunition" means any ammunition magazine having a capacity of more than 12 rounds of ammunition.

(j) *"Disc projectile ammunition" means any ammunition which is composed of multiple disc shaped objects stacked together to form a single round of ammunition, including but not limited to the following types of ammunition: (i) Magdisc type; and (ii) Shatterdisc type.*

[(j)] (k) "Handgun" means a firearm designed to be held and fired by the use of a single hand, and includes a combination of parts from which such firearm can be assembled.

[(k)] (l) "Machine gun" means any firearm from which eight or more shots or bullets may be discharged by a single function of the firing device.

[(l)] (m) "Mayor" means the mayor of the city of Chicago or his or her designee.

[(m)] (n) "Metal piercing bullet" means any bullet that is manufactured with other than a lead or lead alloy core, or ammunition of which the bullet itself is wholly composed of, or machined from, a metal or metal alloy other than lead, or any other bullet that is manufactured to defeat or penetrate bullet resistant properties of soft body armor or any other type of bullet resistant clothing which meets the minimum requirements of the current National Institute for Justice Standard for "Ballistic Resistance of Police Body Armor".

[(n)] (o) "Organization" means partnership, company, corporation or other business entity, or any group or association of two or more persons united for a common purpose.

[(o)] (p) "Peace officer" means any person who by virtue of his office or public employment is vested by law with a duty to maintain public order or make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses.

[(p)] (q) "Person" shall mean any individual, corporation, company, association, firm, partnership, society, joint stock company or organization of any kind.

[(q)] (r) "Sawed-off shotgun" means a shotgun having a barrel of less than 18 inches in length or a firearm made from a shotgun if such firearm is modified and has an overall length of less than 26 inches or barrel of less than 18 inches in length.

[(r)] (s) "Security personnel" means special agents employed by a railroad or public utility to perform police functions: guards of armored car companies, watchmen, security guards and persons regularly employed in a commercial or industrial operation for the protection of persons employed by or property related to such commercial or industrial operation.

[(s)] (t) "Short-barreled rifle" means a rifle having any barrel less than 16 inches in length, or a modified firearm if such firearm as modified has an overall length of less than 26 inches or any barrel of less than 16 inches.

[(t)] (u) "Superintendent" means the superintendent of the Chicago Police Department or his designated representative.

SECTION 2. Section 8-24-026 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

8-24-026 As used in this Title 8:

(a) No person shall manufacture, sell, offer or display for sale, give, lend, transfer ownership of, acquire or possess any fragmenting bullets, [or] metal piercing bullets, *or disc projectile ammunition*. This section shall not apply to any officer, agent, or employee of this or any other municipality or state or of the United States, members of the armed forces of the United States, or the organized militia of this or any other state, and peace officers as defined in this code to the extent that any such person is otherwise authorized to acquire or possess fragmenting bullets, [or] metal piercing bullets, *or disc projectile ammunition* and is acting within the scope of his or her duties.

(b) Any fragmenting bullets, [or] metal piercing bullets, *or disc projectile ammunition* manufactured, possessed, sold or transferred in

violation of subsection (a) are hereby declared to be contraband and shall be seized and disposed of in accordance with the provisions of Section 8-20-220.

(c) Any person found in violation of this section shall be sentenced to not more than six months imprisonment or fined \$500, or both.

SECTION 3. This ordinance shall be in full force and effect ten (10) days after its passage and publication.

**COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.**

**APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS
OF CULTURAL AFFAIRS ADVISORY BOARD.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, appointing the following persons to the Cultural Affairs Advisory Board:

For the term expiring March 20, 1996:

Amina J. Dickerson, Paul H. Dykstra, Ardis J. Krainik, Gail Moss, Clarence S. Wilson, Jr. and Jessie A. Woods, all reappointed;

Thomas Murphy, to succeed Mitchell P. Kobelinski, whose term has expired;

Rita Simo, to succeed Eliud Hernandez, whose term has expired;

For the term expiring March 20, 1997:

Willard Boyd, Willie K. Moy, Bernard Sahlins and James Wood, all reappointed;

Lester L. Barclay, to succeed Mirron Alexandroff, whose term has expired;

Geraldine DeHaas, to succeed Virginio L. Ferrari, whose term has expired;

For the term expiring March 20, 1998:

Ellen S. Alberding, Sondra Berman Epstein, Abena J. Brown and Carlos Tortolero, all reappointed;

Lou J. Conte, to succeed Stanley Balzekas, Jr., whose term has expired;

William C. Campbell and Jackie S. Kazarian, to succeed Jeanne R. Malkin, whose term has expired,

begs leave to recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

On motion of Alderman Giles, the committee's recommendation was *Concurred In* and the proposed appointments of various individuals as members of the Cultural Affairs Advisory Board were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

ADDITION OF MAYOR'S CUP SOCCER TOURNAMENT
TO LIST OF AUTHORIZED CITY FESTIVALS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 20, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a proposed ordinance to add the Mayor's Cup soccer tournament to the list of city festivals, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed November 2, 1994, and published at pages 58612 -- 58615 of the Journal of Proceedings of the City Council of that date, authorized the presentation of certain special events (collectively described as "the Festivals") during 1995, and authorized necessary expenditures in connection therewith; and

WHEREAS, Soccer is one of the most popular sports in the world, and, since the city's participation in the 1994 World Cup program, local interest in the game has grown in the City of Chicago; and

WHEREAS, It is desirable to cultivate interest in the game of soccer as wholesome means of recreation and competitive sport, while also enhancing tourism in the City of Chicago; now, therefore,

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on November 2, 1994, and published at pages 58612 -- 58615 of the Journal of Proceedings of the City Council of that date, authorizing the presentation of certain special events (collectively described as "the Festivals") during 1995, is hereby amended by adding "the Mayor's Cup soccer tournament" to the list of Festivals described in the preamble and authorized in Section 2 of that ordinance.

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

PERMISSION GRANTED TO VARIOUS ORGANIZATIONS
TO CONDUCT SIDEWALK SALES AT
SPECIFIED LOCATIONS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration thirteen (13) orders (referred to the committee on July 13, 1995) for the conduct of sidewalk sales at specified locations, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Albany Park Chamber Of Commerce
Ms. Stephanie D. Sievers.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Albany Park Chamber of Commerce, in care of Stephanie D. Sievers, Executive Director, for the conduct of a sidewalk sale for the period of August 4 through August 6, 1995, during the

hours of 10:00 A.M. and 8:30 P.M. on West Lawrence Avenue (both sides) between North Troy Street and North Central Park Avenue; and North Kedzie Avenue (both sides) between West Wilson Avenue and West Ainslie Street.

Chernin's Shoe Store.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chernin's Shoe Store, for the conduct of a sidewalk sale in front of 606 West Roosevelt Road, for the period of June 27 through July 5, 1995, during the hours of 7:00 A.M. and 7:00 P.M. each day.

Chicago Avenue Business Association/Ms. Mary R. Ritchie.
(July 13 Through July 16, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Mary R. Ritchie/Chicago Avenue Business Association, for the conduct of a sidewalk sale to be held on West Chicago Avenue (both sides) from North Noble Street to North Wood Street and on North Ashland Avenue, from West Pearson Street to West Superior Street, for the period of July 13, 14, 15 and 16, 1995, during the hours of 9:00 A.M. to 8:30 P.M..

Chicago Avenue Business Association/Ms. Mary R. Ritchie.
(August 25 Through August 27, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Mary R. Ritchie/Chicago Avenue Business Association, for the conduct of a sidewalk sale to be held on West Chicago Avenue (both sides) from North Noble Street to North Wood Street and on North Ashland Avenue, from West Pearson Street to West Superior Street, for the period of August 25, 26 and 27, 1995, during the hours of 9:00 A.M. to 8:30 P.M..

Chicago Southwest Business Growth Area Commission.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Chicago Southwest Business Growth Area Commission, 2601 West 63rd Street, for the conduct of a sidewalk sale for the period of August 17 through August 19, 1995, during the hours of 9:00 A.M. and 9:00 P.M. each day, on West 63rd Street (both sides) between South Western Avenue and South Central Park Avenue; South Kedzie Avenue (both sides) between West 62nd Street and West 64th Street; and South Western Avenue (both sides) between West 60th Street and West 64th Street.

DevCorp North.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to DevCorp North, for the conduct of a sidewalk sale on West Morse Avenue, from North Sheridan Road to North Ashland Avenue, for the period of July 14 and 15, 1995, during the hours of 10:00 A.M. to 6:00 P.M..

Emporium Luggage/Mr. Scott Nieveski.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Scott Nieveski, Manager/Emporium Luggage, for the conduct of a sidewalk sale in front of 128 North LaSalle Street, for the period of July 12, July 20 and 21, 1995, during the hours of 9:00 A.M. and 5:45 P.M. each day.

J.B. Grubart/Mr. Steven Grubart.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Steven Grubart/J.B. Grubart shoe store,

for the conduct of a sidewalk sale in front of 221 West Washington Street, for the period of July 17 through July 21, 1995; July 24 through July 28, 1995; August 14 through August 18, 1995; and August 21 through August 25, 1995, during the hours of 7:30 A.M. and 6:00 P.M. each day.

Park View Pet Shop/Ms. Lauren Merrill.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Park View Pet Shop, in care of Lauren Merrill, 2222 North Clark Street, for the conduct of a sidewalk sale in front of 2220 -- 2222 North Clark Street on Saturday, August 12, 1995, during the hours of 11:00 A.M. and 5:00 P.M..

Paul Harris (Fashion Store)/Ms. Arlene Ruiz.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Paul Harris (Fashion Store), in care of Arlene Ruiz, for the conduct of a sidewalk sale in front of 206 North Michigan Avenue for the period of June 21 through June 24, 1995, during the hours of 9:00 A.M. and 5:30 P.M..

Reiter Outlet/Mr. David Hyman.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Reiter Outlet/David Hyman, for the conduct of a sidewalk sale to be held in front of their store at 8643 South Cottage Grove Avenue, to be held on July 20, 21, 22, August 31 and September 2, 1995, during the hours of 9:00 A.M. to 8:00 P.M..

That's Our Bag, Inc.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to That's Our Bag, Inc. for the conduct of sidewalk sales, during the hours of 9:00 A.M. and 7:00 P.M. each of the following periods and locations:

1. 200 North Michigan Avenue,
July 12 through July 15, 1995; and
2. 50 East Randolph Street,
July 19 through July 22, 1995.

*87th Street/Stony Island Chamber Of Commerce/
Ms. Kisha Willis.*

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the 87th Street/Stony Island Chamber of Commerce, Kisha Willis, 8658 South Stony Island Avenue, for the conduct of a sidewalk sale for the period of July 21 through July 23, 1995, during the hours of 10:00 A.M. to 7:00 P.M. on East 87th Street, from the 1400 block to the 1700 block and on South Stony Island Avenue, from the 8600 block to the 8700 block.

**PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS
OF SPECIFIED STREETS FOR CONDUCT
OF VARIOUS EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) orders for traffic closures on portions of specified streets for the conduct of various events (referred to committee on July 13, 1995), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of East Oak Street.
(Oak Street Council Fashion Show)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Oak Street Council, in care of Marguerite E. Strubing, Recruitment Coordinator, Winston & Strawn, 25 West Wacker Drive, to close to traffic East Oak Street, between North Rush Street and North Michigan Avenue, on Thursday, September 14, 1995 from 12:01 A.M. to 12:00 Midnight, for the conduct of a fashion show.

Turnaround Lane Of Printer's Square.
(1995 Farmers Market)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Department of Consumer Services, City of Chicago, in care of Randy Buffington, Program Specialist III, Room 808, City Hall, to close to traffic the turnaround lane of Printer's Square which connects South Federal Street, South Dearborn Street and West Polk Street, for the conduct of the 1995 Farmers Market Program, during the hours of 5:00 A.M. and 4:00 P.M., each day, for the following periods:

June 22, 1995;

July 6 and 7, 1995;

August 3, 17 and 31, 1995;

September 14 and 28, 1995; and

October 12 and 26, 1995.

Portion Of North State Street.
(Marshall Field's Nike Shop Grand Opening)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Stella Chang, Marshall Field's, 36 North State Street, to close to traffic North State Street, from Randolph Street to Washington Boulevard on Friday, July 28, 1995, from the hours of 11:30 A.M. to 1:30 P.M., for the purpose of the grand opening of their "Nike Shop".

**AUTHORIZATION FOR WAIVER OF SPECIFIED FEES
FOR PARTICIPANTS IN SUNDRY EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration twenty-five (25) proposed orders for waiver of various fees for participants in sundry events (referred to committee on July 13, 1995), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

All Fees.

*Spinal Research Foundation First Walk Or Run Against
Paralysis 10K Walk-A-Thon And Picnic/Concert.*

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive all fees in connection with The Spinal

Research Foundation First Walk or Run Against Paralysis 10K Walk-a-Thon and Picnic/Concert, August 12, 1995.

Bingo And Raffle License Fees.

Taste Of Polonia.

Ordered, That the City of Chicago Department of Revenue waive the Bingo and Raffle License fees for the Taste of Polonia event sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue, from August 29, 1995 through September 5, 1995.

Canopy, Building, Zoning And Fire Inspection Fees.

Taste Of Polonia.

Ordered, That the Director of the City Department of Revenue request that all canopy, building, zoning and fire inspection fees be waived for the Copernicus Foundation, 5216 West Lawrence Avenue, which is holding the Taste of Polonia from August 29, 1995 through September 5, 1995.

Food Vendor And Itinerant Merchant License Fees.

Bucktown Art Fair.

Ordered, That the Commissioner of Transportation waive the Food Vendor and Itinerant Merchant License fees for the participants in the Bucktown Art Fair, sponsored by the Bucktown Community Organization, 2200 North Oakley Avenue, in care of Phil Mrozinski to be held August 26

and 27, 1995, from the hours of 12:00 Noon to 6:00 P.M. at Senior Citizens Park, located at North Oakley Avenue and West Palmer Street.

New East Side Art Works.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant and Food Vendor License fees in connection with the New East Side Art Works, located at 200 Michigan Avenue, August 17 through August 21, 1995.

Food Vendor And Itinerant Merchant Permit Fees.

Saint Florian's Church And School Octoberfest.

Ordered, That the Director of the City Department of Revenue waive the permit fees for food vendors and itinerant merchants participating in Saint Florian's Church and School Octoberfest to be held on September 22 through September 24, 1995, to be conducted in the church and school parking lot at 13100 South Baltimore Avenue.

Food Vendor And Non-Food Vendor License Fees.

Taste Of Polonia.

Ordered, That the City of Chicago Department of Revenue waive the license fees for food vendors and non-food vendors participating in the Taste of Polonia event sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue, to be held for the period from August 29, 1995 through September 5, 1995.

Food Vendor And Vendor License Fees.

Taste Of Austin.

Ordered, That the Director of Revenue of the City of Chicago waive the Food Vendor and Vendor License fees for the participants in Austin Peoples Action Center's Taste of Austin to be held at Columbus Park, for the period of August 25 through August 27, 1995.

Itinerant Merchant License Fees.

Annual Art Experience.
(July 20 And 21, 1995)

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with American Society of Artists, Inc., in conjunction with the Annual Art Experience which will take place in the Plaza of Americas, on July 20 and 21, 1995.

Annual Arts Experience.
(August 24 And 25, 1995)

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the Annual Arts Experience, Plaza of Americas, 420 North Michigan Avenue, for their event on August 24 and 25, 1995, during the hours of 8:00 A.M. to 6:00 P.M..

8th Annual Art Expression.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in

connection with American Society of Artists, Inc., for their 8th Annual Art Expression event on July 6 and 7, 1995.

Bastille Day 5K Post Race Awards.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with Lake Shore Athletic Services for their Bastille Day 5K Post Race Awards, which will take place on Friday, July 14, 1995.

Chicago Tribune/Michigan Avenue Art Fest.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the Chicago Tribune Charities/Howard Alan Event which will be known as Chicago Tribune/Michigan Avenue Art Fest on Pioneer Court, July 28, 29 and 30, 1995.

38th Annual Gold Coast Art Fair.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 38th Annual Gold Coast Art Fair, which will take place August 11 through August 15, 1995.

World's Largest Block Party.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with Old Saint Patrick's Church, for the World's Largest Block

Party, which will take place on July 21 and 22, 1995, on West Adams, West Monroe, West Madison, South Jefferson and South Desplaines Streets.

Permit Fees.

Taste Of Austin.

Ordered, That the Commissioner of Transportation waive the permit fees charged to the Austin Peoples Action Center, 5931 West Corcoran Place, for the conduct of their Taste of Austin, to be held on August 25 through August 27, 1995, in Columbus Park, during the hours of 10:00 A.M. to 11:00 P.M..

Special Events Raffle License Fees.

Lyric Opera Of Chicago Benefit.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Special Events Raffle License fees in connection with the Lyric Opera of Chicago which will take place on August 25, 1995, for the benefit of the Lyric Opera of Chicago Education Outreach Programs, located at 65 West Jackson Boulevard, Chicago, Illinois.

The Service Club Of Chicago Benefit.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Special Events Raffle License fee in connection with The Service Club of Chicago which will take place on October 6, 1995, for the benefit of grants to educational, welfare, cultural and medical agencies in the Chicagoland area, located at 40 East Delaware Place, Chicago, Illinois.

Street Closing License Fees.

Taste Of Polonia.

Ordered, That the City of Chicago Department of Revenue waive the license fees for street closing for North Lipps Avenue, bounded by West Ainslie Street and West Lawrence Avenue, and North Avondale Avenue, bounded by West Ainslie Street and West Lawrence Avenue, for a period from August 29, 1995 through September 5, 1995, for the Taste of Polonia, sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue.

Street Closing Permit Fees.

Dearborn Garden Walk And Heritage Festival.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to waive the street closing permit fees in conjunction with the Dearborn Garden Walk and Heritage Festival to be held on North Dearborn Street, between West Goethe Street and West North Avenue, on July 16, 1995, during the hours of 7:00 A.M. and 7:00 P.M., sponsored by the North Dearborn Association, P.O. Box 10521, Chicago, Illinois.

DevCorp North Sidewalk Sale.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to waive the street closing permit fees for the DevCorp North, 1448 West Howard Street, for the conduct of a sidewalk sale, to be held on West Morse Avenue, from North Sheridan Road to North Ashland Avenue, for the period of July 14 and 15, 1995, during the hours of 10:00 A.M. to 6:00 P.M..

Edison Park Festival.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to waive the street closing permit fees in conjunction with the Edison Park Festival, to be held on September 9 and 10, 1995, during the hours of 9:00 A.M. to 11:00 P.M., sponsored by the Edison Park Chamber of Commerce, 6655 North Avondale Avenue.

Heritage Day Celebration.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to waive the street closing permit fees for the Heritage Day Celebration to be conducted on West Erie Street, from North Noble Street to North Elizabeth Street, on August 27, 1995 during the hours of 10:00 A.M. to 7:00 P.M., sponsored by Melenne Mosquera, 1347 West Erie Street.

Taste Of Austin.

Ordered, That the Commissioner of Transportation waive the street closing permit fees, charged to the Austin Peoples Action Center, 5931 West Corcoran Place, for their "Taste of Austin" to be held August 25 through August 27, 1995.

Vendor Permit Fees.

*87th Street/Stony Island Chamber Of Commerce
Sidewalk Sale.*

Ordered, That the Commissioner of Transportation waive the Vendor Permit fees for the 87th Street/Stony Island Chamber of Commerce sidewalk

sale, to be held July 21 through July 23, 1995, during the hours of 10:00 A.M. to 7:00 P.M. on East 87th Street, from the 1400 block to the 1700 block and on South Stony Island Avenue, from the 8600 block to the 8700 block.

PERMISSION GRANTED TO HEALING TEMPLE CHURCH
OF GOD IN CHRIST FOR CONDUCT OF "SAY NO
TO DRUGS" PARADE.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order for the conduct of a "Say No To Drugs" parade to be held on July 29, 1995 (referred to committee on July 13, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Healing Temple Church of God in Christ, 4941 West Chicago Avenue, for the conduct of a "Say No To Drugs" Parade, to be held on July 29, 1995, during the hours of 9:00 A.M. to 12:00 Noon, in the following areas:

West Chicago Avenue to North Central Avenue;

North Central Avenue to West Division Street;

West Division Street to North Cicero Avenue;

North Cicero Avenue to West Chicago Avenue; and

West Chicago Avenue to North Lamon Avenue.

PERMISSION GRANTED TO COPERNICUS FOUNDATION FOR
TRAFFIC CLOSURE ON PORTIONS OF SPECIFIED
STREETS AND WAIVER OF PERMIT FEES
FOR TASTE OF POLONIA.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a proposed order for traffic closure and waiver of permit fees for conduct of the annual Taste of Polonia (referred to the committee on July 13, 1995) begs leave to report and recommend that Your Honorable Body do *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Copernicus Foundation, 5216 West Lawrence Avenue, to close to traffic North Lipps Avenue and North Avondale Avenue, between West Ainslie Street and West Lawrence Avenue and to waive the permit fees for the period of August 29 through September 5, 1995, during the hours of 4:00 P.M. and 12:00 Midnight, each day, for the conduct of the annual Taste of Polonia event.

**AUTHORIZATION FOR ISSUANCE OF SPECIFIED PERMITS
AND LICENSES, FREE OF CHARGE, TO PARTICIPANTS
IN SUNDRY EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, August 1, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration four (4) proposed orders authorizing the issuance of specified permits and licenses, free of charge, to participants in sundry events (referred to committee on July 13, 1995) begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor And Itinerant Merchant Permits.

Chicago's New East Side Art Works.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue Food Vendor and Itinerant Merchant

Permits, free of charge, to the participants in Chicago's New East Side Art Works (outdoor, juried fine arts and crafts) to be conducted on East Lake Street, between North Michigan Avenue and North Stetson Avenue; North Stetson Avenue, between East South Water Street and East Randolph Street; and North Beaubien Court, between East Lake Street and East Randolph Street for the period of August 17, 1995 through August 21, 1995, from 12:00 Noon on August 17, 1995 through 12:00 Noon on August 21, 1995.

Taste Of Polonia.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue Food Vendor and Itinerant Merchant Permits, free of charge, to the participants in the annual Taste of Polonia event, sponsored by the Copernicus Foundation of 5216 West Lawrence Avenue, for the period of August 29 through September 5, 1995.

Food Vendor And Itinerant Merchant Licenses.

*Dearborn Garden Walk And
Heritage Festival.*

Ordered, That the Director of the Department of Revenue issue, free of charge, Food Vendor and Itinerant Merchant Licenses to participants in the Dearborn Garden Walk and Heritage Festival, sponsored by the North Dearborn Association, on July 16, 1995, during the hours of 7:00 A.M. and 7:00 P.M., on North Dearborn Street, between West Goethe Street and West North Avenue.

Edison Park Festival.

Ordered, That the Director of the Department of Revenue issue, free of charge, Food Vendor and Itinerant Merchant Licenses to participants in the

Edison Park Festival, sponsored by the Edison Park Chamber of Commerce, 6655 North Avondale Avenue, to be held on September 9 and 10, 1995, during the hours of 9:00 A.M. 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, July 31, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 15, May 2 and 17, 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 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of the City of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward

Location And Time

26

West Belmont Avenue (north side) from a point 100 feet west of North Oakley Avenue, to a point 49 feet west thereof -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 2:00 A.M. -- daily (95-0612);

27

West Randolph Street (south side) from a point 86 feet west of North Sangamon Street, to a point 38 feet west thereof -- 7:00 A.M. to 3:00 P.M. -- Monday through Friday (95-0689);

Ward	Location And Time
30	North Pulaski Road (east side) from a point 133 feet north of West Irving Park Road, to a point 25 feet north thereof -- handicapped loading zone -- 8:00 A.M. to 4:00 P.M. and 6:00 P.M. to 8:00 P.M. (95-0695);
32	North Lincoln Avenue (southeast side) from a point 211 feet southeast of North Racine Avenue, to a point 46 feet southeast thereof and from a point 294 feet southeast of North Racine Avenue, to a point 36 feet southeast thereof -- 6:00 A.M. to 8:00 P.M. -- daily (95-0621);
42	North Wabash Avenue (east side) from a point 37 feet north of East Madison Street, to a point 25 feet north thereof -- loading zone/tow-away zone -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday (95-0488);
42	North Wacker Drive (east side) from a point 62 feet north of West Lake Street, to a point 22 feet north thereof -- handicapped loading zone (95-0732);
43	North Bissell Street (west side) from a point 20 feet north of West Armitage Avenue, to a point 25 feet north thereof -- loading zone/tow-away zone -- 9:00 A.M. to 6:00 P.M. (95-0740);
43	North Halsted Street (east side) from a point 65 feet south of West Lill Avenue, to a point 25 feet south thereof -- loading zone/tow-away zone -- 8:00 P.M. to 3:00 A.M. -- Friday and Saturday (95-0738);

Ward

Location And Time

44

West Waveland Avenue (north side) from a point 20 feet west of North Clark Street, to a point 25 feet west thereof -- loading zone/tow-away zone -- 11:00 A.M. to 12:00 Midnight (95-0640);

48

North Kenmore Avenue (west side) from a point 216 feet north of West Foster Avenue, to a point 25 feet north thereof -- handicapped loading zone (95-0745).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zone.

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

SECTION 1. Amend ordinance passed March 26, 1993 (Council Journal of Proceedings, pages 30384 -- 30385) which reads:

"East Ohio Street (north side) from a point 255 feet east of North McClurg Court, to a point 36 feet east thereof -- no parking/loading zone -- 30 minute limit -- tow-away zone"

by striking:

"no parking/loading zone -- 30 minute limit -- tow-away zone"

and inserting in lieu thereof:

"15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes" (42nd Ward) (95-0737).

SECTION 2. 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, July 31, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 9, May 2 and May 17, 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 submitted 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

*Restriction Of Vehicular Traffic Movement
To Single Direction.*

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location And Direction
23	First east/west alley north of South Archer Avenue, from South Major Avenue to South Parkside Avenue -- easterly (95-0366);
26	West Potomac Avenue, from North Claremont Avenue to North Western Avenue -- westerly (95-0688);
29	First east/west alley north of West Grand Avenue, from North Mulligan Avenue to North Narragansett Avenue -- westerly (95-0692);
32	North Janssen Avenue, from West Fullerton Avenue to West Altgeld Street -- southerly (95-0623).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed December 21, 1994 (Council Journal of Proceedings, page 64058) which reads:

"West 64th Place, from the first east/west alley west of South Central Avenue to South Harlem Avenue -- westerly"

by striking:

"from the first east/west alley west of South Central Avenue"

and inserting:

"South Central Avenue" (13th Ward) (95-0511).

SECTION 2. Amend ordinance passed December 29, 1966 (Council Journal of Proceedings, page 8321) which reads:

"West Potomac Avenue, from North Damen Avenue to North Western Avenue -- westerly"

by striking:

"North Western Avenue"

and inserting in lieu thereof:

"North Leavitt Street" (26th Ward) (95-0688).

SECTION 3. Repeal ordinance passed September 10, 1947 (Council Journal of Proceedings, page 860) which reads:

"East 14th Street, from South Michigan Avenue to South Wabash Avenue -- westerly" (42nd Ward) (95-0736).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

REMOVAL OF PARKING METERS ON PORTION OF
SOUTH MICHIGAN AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred a proposed ordinance to remove parking meters on South Michigan Avenue, from East 110th Street to East 111th Street, 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 vote.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Removal of parking meters on South Michigan Avenue, from East 110th Street to East 111th Street (9th 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, July 31, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 12, February 8, March 9, April 15, May 2, May 17 and June 14, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, 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 way as indicated:

Ward	Location
1	North Wood Street (east side) from West Walton Street to the first alley north thereof -- "Parking For Police Vehicles Only" signs (95-0646);
7	East 76th Street (both sides) from South Yates Boulevard to South Luella Avenue (95-0648).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*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 as indicated:

Ward	Location
1	At 1807 West Huron Street -- Handicapped Parking Permit 11386;
1	1414 North Elk Grove Avenue -- Handicapped Parking Permit 11474;
1	1075 North Paulina Street -- Handicapped Parking Permit 11475;
2	3223 South Indiana Avenue -- Handicapped Parking Permit 10872;
3	3821 South Giles Avenue -- Handicapped Parking Permit 11108;
3	5519 South Union Avenue -- Handicapped Parking Permit 11391;
4	4126 South Ellis Avenue -- Handicapped Parking Permit 10874;
4	3625 South Lake Park Avenue -- Handicapped Parking Permit 10875;
5	6955 South Crandon Avenue -- Handicapped Parking Permit 11113;

Ward	Location
5	7535 South Ellis Avenue -- Handicapped Parking Permit 11114;
5	7432 South Maryland Avenue -- Handicapped Parking Permit 11110;
5	7641 South Maryland Avenue -- Handicapped Parking Permit 11394;
6	7318 South Wabash Avenue -- Handicapped Parking Permit 11127;
6	6938 South Perry Avenue -- Handicapped Parking Permit 11119;
6	9325 South Calumet Avenue -- Handicapped Parking Permit 11122;
6	9186 South Burnside Avenue -- Handicapped Parking Permit 11125;
6	6947 South Wentworth Avenue -- Handicapped Parking Permit 11321;
6	7818 South Evans Avenue -- Handicapped Parking Permit 10877;
6	642 East 90th Place -- Handicapped Parking Permit 11323;
6	At 7528 South Prairie Avenue -- Handicapped Parking Permit 11117;

Ward	Location
6	At 7257 South Langley Avenue -- Handicapped Parking Permit 11121;
6	At 7523 South Indiana Avenue -- Handicapped Parking Permit 11123;
6	At 7400 South Eberhart Avenue -- Handicapped Parking Permit 11489;
6	At 7249 South Vernon Avenue -- Handicapped Parking Permit 11481;
7	At 2247 East 93rd Street -- Handicapped Parking Permit 11328;
7	At 8457 South Essex Avenue -- Handicapped Parking Permit 11330;
7	At 8518 South Colfax Avenue -- Handicapped Parking Permit 11131;
7	At 7831 South Burnham Avenue -- Handicapped Parking Permit 10881;
7	At 7827 South Kingston Avenue -- Handicapped Parking Permit 10880;
7	At 9334 South Oglesby Avenue -- Handicapped Parking Permit 11128;
7	At 8743 South Kingston Avenue -- Handicapped Parking Permit 11397;

Ward	Location
7	At 8633 South Marquette Avenue -- Handicapped Parking Permit 11395;
7	At 8033 South Escanaba Avenue -- Handicapped Parking Permit 11331;
7	At 7832 South Kingston Avenue -- Handicapped Parking Permit 11398;
7	At 7830 South Kingston Avenue -- Handicapped Parking Permit 11491;
8	At 9020 South Blackstone Avenue -- Handicapped Parking Permit 11134;
8	At 8925 South Greenwood Avenue -- Handicapped Parking Permit 11333;
8	At 9742 South Dobson Avenue -- Handicapped Parking Permit 11138;
8	At 8822 South Harper Avenue -- Handicapped Parking Permit 11132;
8	At 8001 South Drexel Avenue -- Handicapped Parking Permit 11135;
8	At 7829 South Jeffery Boulevard -- Handicapped Parking Permit 10517;
8	At 7742 South Euclid Avenue -- Handicapped Parking Permit 11399;

Ward	Location
8	At 9715 South Woodlawn Avenue -- Handicapped Parking Permit 11401;
9	At 11120 South Indiana Avenue -- Handicapped Parking Permit 10898;
9	At 11320 South Indiana Avenue -- Handicapped Parking Permit 11143;
9	At 569 East 105th Street -- Handicapped Parking Permit 11145;
9	At 41 East 101st Place -- Handicapped Parking Permit 11336;
9	At 12931 South Wallace Street -- Handicapped Parking Permit 11402;
9	At 10030 South Lafayette Avenue-- Handicapped Parking Permit 11403;
9	At 10219 South Yale Avenue -- Handicapped Parking Permit 11146;
10	At 10721 South Avenue G -- Handicapped Parking Permit 11152;
10	At 9752 South Avenue J -- Handicapped Parking Permit 11153;
10	At 10436 South Green Bay Avenue -- Handicapped Parking Permit 11156;

Ward	Location
10	At 9727 South Houston Avenue -- Handicapped Parking Permit 4331;
10	At 10152 South Calhoun Avenue -- Handicapped Parking Permit 11148;
10	At 13450 South Buffalo Avenue -- Handicapped Parking Permit 11157;
11	At 3550 South Paulina Street -- Handicapped Parking Permit 10778
11	At 3534 South Wallace Street -- Handicapped Parking Permit 10916;
11	At 3811 South Wolcott Avenue -- Handicapped Parking Permit 11160;
11	At 3625 South Marshfield Avenue -- Handicapped Parking Permit 11164;
11	At 3134 South Aberdeen Street -- Handicapped Parking Permit 11341;
11	At 4629 South Talman Avenue -- Handicapped Parking Permit 10907;
11	At 447 West 41st Street -- Handicapped Parking Permit 11338;
11	At 3642 South Union Avenue -- Handicapped Parking Permit 11345;

Ward	Location
11	At 3057 South Broad Street -- Handicapped Parking Permit 11163;
11	At 3245 South Leavitt Street -- Handicapped Parking Permit 11162;
11	At 4435 South Maplewood Avenue -- Handicapped Parking Permit 11165;
11	At 3412 South Hermitage Avenue -- Handicapped Parking Permit 11166;
11	At 3346 South Leavitt Street -- Handicapped Parking Permit 11407;
11	At 3236 South Parnell Avenue -- Handicapped Parking Permit 11408;
11	At 4503 South Union Avenue -- Handicapped Parking Permit 11409;
12	At 4507 South Laflin Street -- Handicapped Parking Permit 11167;
12	At 4326 South Honore Street -- Handicapped Parking Permit 11169
12	At 2938 West 38th Street -- Handicapped Parking Permit 11347;
13	At 6046 South Menard Avenue -- Handicapped Parking Permit 11171;

Ward	Location
13	At 3930 West Hayford Street -- Handicapped Parking Permit 11173;
13	At 3926 West 70th Street -- Handicapped Parking Permit 11411;
13	At 3808 West 60th Street -- Handicapped Parking Permit 10920;
13	At 6943 South Karlov Avenue -- Handicapped Parking Permit 11414;
13	At 7209 South Hamlin Avenue -- Handicapped Parking Permit 11348;
13	At 5919 South Sawyer Avenue -- Handicapped Parking Permit 11412;
13	At 6106 South Kedvale Avenue -- Handicapped Parking Permit 11350;
13	At 6223 South Kilpatrick Avenue -- Handicapped Parking Permit 11177;
13	At 6039 South Mayfield Avenue -- Handicapped Parking Permit 11413;
13	At 6049 South Tripp Avenue -- Handicapped Parking Permit 11510;
14	At 5633 South Whipple Street -- Handicapped Parking Permit 11183;

Ward	Location
14	At 5232 South Maplewood Avenue -- Handicapped Parking Permit 11180;
14	At 6349 South Francisco Avenue -- Handicapped Parking Permit 11179;
14	At 4423 South Kedvale Avenue -- Handicapped Parking Permit 11184;
14	At 4519 South Albany Avenue -- Handicapped Parking Permit 11185;
14	At 4417 South Richmond Street -- Handicapped Parking Permit 11186;
14	At 4402 South Mozart Street -- Handicapped Parking Permit 11352;
14	At 5045 South Washtenaw Avenue -- Handicapped Parking Permit 11351;
15	At 7207 South Seeley Avenue -- Handicapped Parking Permit 11187;
15	At 6522 South Artesian Avenue -- Handicapped Parking Permit 11197;
15	At 7344 South Oakley Avenue -- Handicapped Parking Permit 11198;
15	At 6445 South Hoyne Avenue -- Handicapped Parking Permit 11188;

Ward	Location
15	At 7202 South Wolcott Avenue -- Handicapped Parking Permit 11194;
15	At 7221 South Wolcott Avenue -- Handicapped Parking Permit 11193;
16	At 4930 South Damen Avenue -- Handicapped Parking Permit 11201;
16	At 5749 South Elizabeth Street -- Handicapped Parking Permit 11202;
16	At 5712 South Honore Street -- Handicapped Parking Permit 11203;
17	At 6624 South Sangamon Street -- Handicapped Parking Permit 11205;
17	At 7348 South Marshfield Avenue -- Handicapped Parking Permit 10794;
17	At 6850 South Morgan Street -- Handicapped Parking Permit 11206;
17	At 7927 South Peoria Street -- Handicapped Parking Permit 11210;
17	At 6845 South Aberdeen Street -- Handicapped Parking Permit 11415;
17	At 7316 South Union Avenue -- Handicapped Parking Permit 11209;

Ward	Location
18	At 2229 West 80th Street -- Handicapped Parking Permit 10796;
18	At 1701 West 85th Street -- Handicapped Parking Permit 10797;
18	At 8114 South Maplewood Avenue -- Handicapped Parking Permit 13357;
18	At 7529 South Wolcott Avenue -- Handicapped Parking Permit 11418;
18	At 7846 South Honore Street -- Handicapped Parking Permit 11211;
18	At 2605 West 81st Street -- Handicapped Parking Permit 11356;
19	At 10142 South Talman Avenue -- Handicapped Parking Permit 11212;
19	At 10406 South Claremont Avenue -- Handicapped Parking Permit 11213;
20	At 6218 South Michigan Avenue -- Handicapped Parking Permit 11214;
20	At 6119 South Langley Avenue -- Handicapped Parking Permit 11215;
20	At 5223 South Indiana Avenue -- Handicapped Parking Permit 11216;

Ward	Location
20	At 413 West 60th Place -- Handicapped Parking Permit 11360;
20	At 6715 South Indiana Avenue -- Handicapped Parking Permit 11419;
21	At 9745 South Emerald Avenue -- Handicapped Parking Permit 11421;
21	At 430 West 97th Place -- Handicapped Parking Permit 11429;
21	At 8916 South Emerald Avenue -- Handicapped Parking Permit 11428;
21	At 8134 South Stewart Avenue -- Handicapped Parking Permit 11422;
21	At 8322 South Kerfoot Avenue -- Handicapped Parking Permit 11217;
21	At 1049 West 92nd Place -- Handicapped Parking Permit 11218;
21	At 8921 South Morgan Street -- Handicapped Parking Permit 11426;
22	At 4024 West 21st Street -- Handicapped Parking Permit 11223;
22	At 2511 South Drake Avenue -- Handicapped Parking Permit 11222;

Ward	Location
23	At 4848 South Kildare Avenue -- Handicapped Parking Permit 10514;
23	At 3907 West 57th Street -- Handicapped Parking Permit 11226;
23	At 3640 West 57th Street -- Handicapped Parking Permit 10950;
23	At 6642 West 63rd Street -- Handicapped Parking Permit 11225;
23	At 5726 South Meade Avenue -- Handicapped Parking Permit 11549;
24	At 1912 South Spaulding Avenue -- Handicapped Parking Permit 11229;
24	At 2162 South Millard Avenue -- Handicapped Parking Permit 11227;
24	At 1943 South Drake Avenue -- Handicapped Parking Permit 11233;
24	At 3936 West 19th Street -- Handicapped Parking Permit 11231;
24	At 3842 West Fillmore Street -- Handicapped Parking Permit 11432;
24	At 4113 West Grenshaw Street -- Handicapped Parking Permit 11433;

Ward	Location
24	At 3518 West 12th Place -- Handicapped Parking Permit 11234;
24	At 4738 West Congress Parkway -- Handicapped Parking Permit 11228;
25	At 2311 South Wolcott Avenue -- Handicapped Parking Permit 3506;
25	At 1809 West 21st Street -- Handicapped Parking Permit 11236;
25	At 226 West 24th Street -- Handicapped Parking Permit 11237;
25	At 2144 South Hoyne Avenue -- Handicapped Parking Permit 11238;
25	At 345 West 29th Place -- Handicapped Parking Permit 11239;
25	At 1917 West 23rd -- Handicapped Parking Permit 11240;
25	At 923 West 18th Place -- Handicapped Parking Permit 11242;
25	At 2053 West 19th Street -- Handicapped Parking Permit 11244;
25	At 2827 South Wells Street -- Handicapped Parking Permit 11436;
26	At 1918 North Wilmot Avenue -- Handicapped Parking Permit 11554;

Ward	Location
27	At 1939 West Erie Street -- Handicapped Parking Permit 10820;
27	At 2318 West Grand Avenue -- Handicapped Parking Permit 11559;
27	At 1044 North Drake Avenue -- Handicapped Parking Permit 11558;
28	At 4032 West Adams Street -- Handicapped Parking Permit 11246;
28	At 4319 West Wilcox Street -- Handicapped Parking Permit 11249;
28	At 2740 West Wilcox Street -- Handicapped Parking Permit 11255;
28	At 2710 West Warren Boulevard -- Handicapped Parking Permit 10744;
29	At 5944 West Iowa Street -- Handicapped Parking Permit 10826;
29	At 1621 North Mayfield Avenue -- Handicapped Parking Permit 11438;
29	At 945 North Parkside Avenue -- Handicapped Parking Permit 11257;
29	At 1511 North Austin Boulevard -- Handicapped Parking Permit 11565;

Ward	Location
30	At 5145 West Altgeld Street -- Handicapped Parking Permit 11262;
30	At 4160 West Wellington Avenue -- Handicapped Parking Permit 11263;
30	At 3431 North Harding Avenue -- Handicapped Parking Permit 11266;
30	At 3645 West Eddy Street -- Handicapped Parking Permit 11442;
30	At 3604 North Keeler Avenue -- Handicapped Parking Permit 11441;
30	At 5005 West Oakdale Avenue -- Handicapped Parking Permit 11440;
30	At 3111 North Kilpatrick Avenue -- Handicapped Parking Permit 11443;
30	At 2455 North Linder Avenue -- Handicapped Parking Permit 11265;
30	At 3329 North Kilpatrick Avenue -- Handicapped Parking Permit 11570;
30	At 3500 North Kilpatrick Avenue -- Handicapped Parking Permit 11613;
30	At 4909 West Fletcher Street -- Handicapped Parking Permit 11614;

Ward	Location
31	At 2539 North Harding Avenue -- Handicapped Parking Permit 11269;
31	At 3574 West Medill Avenue -- Handicapped Parking Permit 11271;
31	At 4438 West Altgeld Street -- Handicapped Parking Permit 11445;
31	At 4508 West Schubert Street -- Handicapped Parking Permit 11448;
31	At 3946 West Dickens Boulevard -- Handicapped Parking Permit 11574;
32	At 2020 West Charleston Street -- Handicapped Parking Permit 11365;
32	At 2454 North Southport Avenue -- Handicapped Parking Permit 11576;
32	At 1020 North Hoyne Avenue -- Handicapped Parking Permit 11579;
34	At 11427 South Union Avenue -- Handicapped Parking Permit 10718;
34	At 12818 South Peoria Street -- Handicapped Parking Permit 10837;
34	At 315 West 117th Street -- Handicapped Parking Permit 11455;

Ward	Location
35	At 3645 West Dickens Avenue -- Handicapped Parking Permit 11585;
35	At 2600 North Kedzie Avenue -- Handicapped Parking Permit 10987;
35	At 2624 North Hamlin Avenue -- Handicapped Parking Permit 11281;
35	At 3518 West Wrightwood Avenue -- Handicapped Parking Permit 4785;
35	At 3008 West George Street -- Handicapped Parking Permit 10959;
37	At 4868 West Concord Place -- Handicapped Parking Permit 11289;
37	At 841 North Leclair Avenue -- Handicapped Parking Permit 11285;
37	At 731 North Lotus Avenue -- Handicapped Parking Permit 11460;
37	At 729 North Latrobe Avenue -- Handicapped Parking Permit 11457;
37	At 748 North Latrobe Avenue -- Handicapped Parking Permit 11461;
38	At 5221 West Roscoe Street -- Handicapped Parking Permit 11292;

Ward	Location
38	At 3824 North Octavia Avenue -- Handicapped Parking Permit 11371;
38	At 3420 North Kildare Avenue -- Handicapped Parking Permit 11293;
39	At 5750 North Kimball Avenue -- Handicapped Parking Permit 11374;
39	At 6123 North Harding Avenue -- Handicapped Parking Permit 11375;
39	At 4642 North St. Louis Avenue -- Handicapped Parking Permit 11297;
39	At 5627 North Kimball Avenue -- Handicapped Parking Permit 11373;
39	At 4753 North Monticello Avenue -- Handicapped Parking Permit 11298;
39	At 5435 North Kimball Avenue -- Handicapped Parking Permit 11463;
39	At 3346 West Wilson Avenue -- Handicapped Parking Permit 11464;
39	At 3745 West Leland Avenue -- Handicapped Parking Permit 11598;
39	At 4449 North Springfield Avenue -- Handicapped Parking Permit 11599;

Ward	Location
40	At 6436 North Wayne Avenue -- Handicapped Parking Permit 11344;
40	At 5334 North California Avenue -- Handicapped Parking Permit 11600;
40	At 2754 West Berwyn Avenue -- Handicapped Parking Permit 11601;
41	At 6959 West Foster Avenue -- Handicapped Parking Permit 11300;
42	At 726 South May Street -- Handicapped Parking Permit 11302;
44	At 3507 North Seminary Avenue (place signs in front of 3511) Handicapped Parking Permit 11304;
44	At 3507 North Seminary Avenue -- Handicapped Parking Permit 11305;
44	At 501 West Surf Street (alongside on North Pine Grove Avenue) Handicapped Parking Permit 11606;
45	At 5108 West Argyle Street -- Handicapped Parking Permit 11307;
45	At 5006 North Meade Avenue -- Handicapped Parking Permit 11308;
45	At 5351 North McVicker Avenue -- Handicapped Parking Permit 11312;

Ward	Location
45	At 4619 North Lowell Avenue -- Handicapped Parking Permit 11467;
45	At 5200 West Pensacola Avenue (alongside on North Laramie Avenue) Handicapped Parking Permit 11309;
45	At 4852 West Montrose Avenue (northwest corner of North Lamon Avenue at West Montrose Avenue) Handicapped Parking Permit 11310;
45	At 4946 North Menard Avenue -- Handicapped Parking Permit 11378;
45	At 5703 West Grover Street -- Handicapped Parking Permit 11607;
46	At 827 West Montrose Avenue -- Handicapped Parking Permit 11381;
46	At 647 West Buena Avenue -- Handicapped Parking Permit 11608;
48	At 5716 North Kenmore Avenue -- Handicapped Parking Permit 4071;
49	At 1325 West Touhy Avenue -- Handicapped Parking Permit 10863;
50	At 6245 North Claremont Avenue -- Handicapped Parking Permit 11316;
50	At 2852 West Arthur Avenue -- Handicapped Parking Permit 11383;

Ward	Location
50	At 2723 West Rosemont Avenue -- Handicapped Parking Permit 11318;
50	At 6447 North Sacramento Avenue -- Handicapped Parking Permit 11469;
50	At 7418 North Washtenaw Avenue -- Handicapped Parking Permit 11319;
50	At 6460 North Claremont Avenue -- Handicapped Parking Permit 11612;
50	At 6337 North Oakley Avenue -- Handicapped Parking Permit 11609.

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 November 6, 1991 (Council Journal of Proceedings, page 7261) which reads:

"North Kearsarge Avenue (east side) from West George Street to West Oakdale Avenue -- no parking anytime"

by striking the above and inserting in lieu thereof:

"North Kearsarge Avenue (east side) from West Oakdale Avenue to the first alley south thereof -- parking prohibited during specified hours -- 6:00 A.M. to 8:00 P.M. -- Monday through Friday" (31st Ward) (95-0617).

SECTION 2. 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. Removal of handicapped permit parking signs, located at 2432 West Lexington Street (1st Ward).

SECTION 2. Removal of Handicapped Parking Permit 7807 signs, located at 7147 South Perry Avenue (6th Ward).

SECTION 3. Removal of Handicapped Parking Permit 1228 signs, located at 7823 South Ridgeland Avenue (8th Ward).

SECTION 4. Removal of Handicapped Parking Permit 2090 signs, located at 7742 South Bennett Avenue (8th Ward).

SECTION 5. Removal of Handicapped Parking Permit 8057 signs, located at 8148 South Kenwood Avenue (8th Ward).

SECTION 6. Removal of Handicapped Parking Permit 8449 signs, located at 7946 South Ellis Avenue (8th Ward).

SECTION 7. Removal of Handicapped Parking Permit 4277 signs, located at 10333 South Avenue G (10th Ward).

SECTION 8. Removal of Handicapped Parking Permit 4331 signs, located at 9728 South Houston Avenue (10th Ward).

SECTION 9. Removal of Handicapped Parking Permit 4626 signs, located at 10548 South Avenue G (10th Ward).

SECTION 10. Removal of Handicapped Parking Permit 4583 signs, located at 2433 West 46th Street (11th Ward).

SECTION 11. Removal of Handicapped Parking Permit 10781 signs, located at 2929 South Wallace Street (11th Ward).

SECTION 12. Removal of Handicapped Parking Permit 3339 signs, located at 4630 South Washtenaw Avenue (11th Ward).

SECTION 13. Removal of Handicapped Parking Permit 5767 signs, located at 3138 South Wallace Street (11th Ward).

SECTION 14. Removal of Handicapped Parking Permit 3389 signs, located at 1938 West 34th Place (11th Ward).

SECTION 15. Removal of handicapped permit parking signs, located at 1636 West 38th Place (11th Ward).

SECTION 16. Removal of Handicapped Parking Permit 6615 signs, located at 4327 South Talman Avenue (11th Ward).

SECTION 17. Removal of handicapped permit parking signs, located at 3859 South Morgan Street (11th Ward).

SECTION 18. Removal of Handicapped Parking Permit 6332 signs, located at 3414 West 37th Place (12th Ward).

SECTION 19. Removal of Handicapped Parking Permit 6974 signs, located at 3637 South Maplewood Avenue (12th Ward).

SECTION 20. Removal of Handicapped Parking Permit 1149 signs, located at 4624 South Wolcott Avenue (12th Ward).

SECTION 21. Removal of Handicapped Parking Permit 7515 signs, located at 4400 South Honore Street (12th Ward).

SECTION 22. Relocate Handicapped Parking Permit 8798 signs, from 2620 West 22nd Place to 2607 West 22nd Place (12th Ward).

SECTION 23. Removal of Handicapped Parking Permit 8597 signs, located at 6156 South Monitor Avenue (13th Ward).

SECTION 24. Removal of Handicapped Parking Permit 8879 signs, located at 5228 South Fairfield Avenue (14th Ward).

SECTION 25. Removal of Handicapped Parking Permit 9691 signs, located at 5742 South California Avenue (14th Ward).

SECTION 26. Removal of Handicapped Parking Permit 799 signs, located at 6125 South Washtenaw Avenue (15th Ward).

SECTION 27. Removal of Handicapped Parking Permit 6056 signs, located at 7917 South Green Street (17th Ward).

SECTION 28. Relocation of Handicapped Parking Permit 9033 signs, from 7408 South Union Avenue to 6736 South Emerald Avenue (17th Ward).

SECTION 29. Removal of Handicapped Parking Permit 10691 signs, located at 7813 South Hamilton Avenue (18th Ward).

SECTION 30. Removal of Handicapped Parking Permit 6216 signs, located at 8216 South Homan Avenue (18th Ward).

SECTION 31. Removal of Handicapped Parking Permit 4129 signs, located at 8016 South Carpenter Street (21st Ward).

SECTION 32. Removal of Handicapped Parking Permit 6498 signs, located at 1421 West 110th Street (21st Ward).

SECTION 33. Removal of Handicapped Parking Permit 7708 signs, located at 4912 South Knox Avenue (23rd Ward).

SECTION 34. Removal of Handicapped Parking Permit 7939 signs, located at 5140 South Kolin Avenue (23rd Ward).

SECTION 35. Removal of Handicapped Parking Permit 4241 signs, located at 5035 South Kildare Avenue (23rd Ward).

SECTION 36. Removal of Handicapped Parking Permit 3506 signs, located at 1543 West 21st Street (25th Ward).

SECTION 37. Removal of Handicapped Parking Permit 5035 signs, located at 1722 North Spaulding Avenue (26th Ward).

SECTION 38. Removal of Handicapped Parking Permit 5550 signs, located at 2003 West George Street (26th Ward).

SECTION 39. Removal of Handicapped Parking Permit 7997 signs, located at 723 North Drake Avenue (27th Ward).

SECTION 40. Removal of Handicapped Parking Permit 937 signs, located at 2136 North McVicker Avenue (29th Ward).

SECTION 41. Removal of Handicapped Parking Permit 7011 signs, located at 29 North Long Avenue (29th Ward).

SECTION 42. Removal of Handicapped Parking Permit 3901 signs, located at 4647 West Altgeld Street (31st Ward).

SECTION 43. Removal of handicapped permit parking signs, located at 2042 North Lockwood Avenue (31st Ward).

SECTION 44. Removal of Handicapped Parking Permit 3620 signs, located at 1423 West Wrightwood Avenue (32nd Ward).

SECTION 45. Removal of Handicapped Parking Permit 4566 signs, located at 932 North Wood Street (32nd Ward).

SECTION 46. Removal of Handicapped Parking Permit 212 signs, located at 906 North Wood Street (32nd Ward).

SECTION 47. Removal of Handicapped Parking Permit 3620 signs, located at 1423 West Wrightwood Avenue (32nd Ward).

SECTION 48. Removal of Handicapped Parking Permit 4566 signs, located at 932 North Wood Street (32nd Ward).

SECTION 49. Removal of Handicapped Parking Permit 6494 signs, located at 1821 West Fletcher Street (32nd Ward).

SECTION 50. Removal of Handicapped Parking Permit 8244 signs, located at 1747 West Barry Avenue (32nd Ward).

SECTION 51. Removal of Handicapped Parking Permit 4932 signs, located at 11606 South Lafayette Avenue (34th Ward).

SECTION 52. Removal of Handicapped Parking Permit 6129 signs, located at 5129 West Schubert Avenue (35th Ward).

SECTION 53. Removal of Handicapped Parking Permit 4785 signs, located at 3730 North Lyndale Avenue (35th Ward).

SECTION 54. Removal of Handicapped Parking Permit 9865 signs, located at 3842 North Nottingham Avenue (36th Ward).

SECTION 55. Removal of Handicapped Parking Permit 8545 signs, located at 4238 North Mulligan Avenue (38th Ward).

SECTION 56. Removal of Handicapped Parking Permit 4650 signs, located at 4147 North Long Avenue (38th Ward).

SECTION 57. Removal of Handicapped Parking Permit 7925 signs, located at 4455 North Moody Avenue (38th Ward).

SECTION 58. Removal of handicapped permit parking signs, located at 3429 -- 3431 North Kenton Avenue (38th Ward).

SECTION 59. Removal of Handicapped Parking Permit 8407 signs, located at 5211 West Berenice Avenue (38th Ward).

SECTION 60. Removal of Handicapped Parking Permit 7850 signs, located at 6544 North Greenview Avenue (40th Ward).

SECTION 61. Removal of Handicapped Parking Permit 9171 signs, located at 2815 West Farragut Avenue (40th Ward).

SECTION 62. Removal of Handicapped Parking Permit 5255 signs, located at 6336 North Paulina Street (40th Ward).

SECTION 63. Removal of Handicapped Parking Permit 7100 signs, located at 5417 North Newcastle Avenue (41st Ward).

SECTION 64. Removal of Handicapped Parking Permit 3214 signs, located at 5104 West Wilson Avenue (45th Ward).

SECTION 65. Removal of Handicapped Parking Permit 8564 signs, located at first space on the south side of 600 West Gordon Terrace just west of North Marine Drive (46th Ward).

SECTION 66. Removal of Handicapped Parking Permit 9440 signs, located at 3809 North Hermitage Avenue (47th Ward).

SECTION 67. Removal of Handicapped Parking Permit 9071 signs, located at 1408 West Berwyn Avenue (48th Ward).

SECTION 68. Removal of Handicapped Parking Permit 5053 signs, located at 5633 North Kenmore Avenue (48th Ward).

SECTION 69. Removal of Handicapped Parking Permit 4071 signs, located at 5716 North Kenmore Avenue (49th Ward).

SECTION 70. Removal of Handicapped Parking Permit 6377 signs, located at 6659 North Washtenaw Avenue (50th Ward).

SECTION 71. Removal of Handicapped Parking Permit 9636 signs, located at 2423 West Lunt Avenue (50th Ward).

SECTION 72. Removal of Handicapped Parking Permit 8719 signs, located at 6321 North Kedzie Avenue (50th Ward).

SECTION 73. Removal of Handicapped Parking Permit 5663 signs, located at 6418 North Maplewood Avenue (50th Ward).

SECTION 74. 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 And Time
5	South Ingleside Avenue (west side) from a point 20 feet south of East 76th Street, to a point 60 feet south thereof -- reserved handicapped parking -- Sunday only -- 9:00 A.M. to 2:00 P.M. (95-0530);
13	South Lawndale Avenue (east side) from West 79th Street to West 79th Place -- 8:00 A.M. to 2:00 P.M. -- Monday through Saturday (95-0531);
37	North Keystone Avenue (east side) from West Chicago Avenue to the first alley north thereof -- 1:00 P.M. to 2:30 P.M. -- Monday through Friday (except for school buses) (95-0644);
46	West Lawrence Avenue (south side) from a point 30 feet east of North Dover Street, to a point 25 feet east thereof -- reserved handicapped parking (two percent) -- 9:00 A.M. to 3:00 P.M. -- Saturday and Sunday -- tow-away zone (95-0645).

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. Repeal ordinance passed September 23, 1987 (Council Journal of Proceedings, page 4112) which reads:

"South Springfield Avenue (west side) from West 62nd Street to West 62nd Place -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday" (13th Ward) (95-0532).

SECTION 2. Repeal parking prohibited during specified hours on West Fullerton Avenue (both sides) from a point 200 feet east, to a point 200 feet west of North Central Park Avenue, rush hours (south side) 7:00 A.M. to 9:00 A.M. and (north side) 4:00 P.M. to 6:00 P.M., Monday through Friday (31st Ward) (95-0562).

SECTION 3. Repeal parking prohibited during specified hours on West Fullerton Avenue (south side) from a point 200 feet east, to a point 200 feet west of North Cicero Avenue, rush hours, 7:00 A.M. to 9:00 A.M., Monday through Friday (31st Ward) (95-0564).

SECTION 4. Repeal parking prohibited during specified hours on West Fullerton Avenue (both sides) from a point 200 feet west of North Cicero Avenue to North Keating Avenue, rush hours, 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. (31st Ward) (95-0563).

SECTION 5. Repeal parking prohibited during specified hours on West Fullerton Avenue (both sides) from a point 200 feet east, to a point 200 feet west of North Hamlin Avenue, rush hours, (south side) 7:00 A.M. to 9:00 A.M. and (north side) 4:00 P.M. to 6:00 P.M., Monday through Friday (31st Ward) (95-0552).

SECTION 6. Repeal parking prohibited during specified hours on West Fullerton Avenue (south side) from a point 200 feet, to a point west of North Keeler Avenue, rush hours, 7:00 A.M. to 9:00 A.M., Monday through Friday (31st Ward) (95-0558).

SECTION 7. Repeal parking prohibited during specified hours on West Fullerton Avenue (south side) from a point 200 feet east, to a point 200 feet west of North Kostner Avenue, rush hours, 7:00 A.M. to 9:00 A.M., Monday through Friday (31st Ward) (95-0561).

SECTION 8. Repeal parking prohibited during specified hours on West Fullerton Avenue (both sides) from a point 200 feet east, to a point 200 feet west of North Pulaski Road, rush hours, (south side) 7:00 A.M. to 9:00 A.M. (north side) 4:00 P.M. to 6:00 P.M., Monday through Friday (31st Ward) (95-0557).

SECTION 9. Amend ordinance passed September 13, 1989 (Council Journal of Proceedings, page 4867) which reads:

"North Ashland Avenue (east side) from West Roscoe Street to West Foster Avenue -- no parking -- 7:00 A.M. to 9:00 A.M. -- street cleaning -- Tuesday and Thursday"

by striking:

"North Ashland Avenue (east side) from West Roscoe Street to West Foster Avenue"

and inserting in lieu thereof:

"North Ashland Avenue (east side) from West Roscoe Street to West Addison Street and from West Grace Street to West Foster Avenue" (44th Ward) (95-0582).

SECTION 10. 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

13

South Springfield Avenue (east side) from West 71st Street to the first east/west alley north of West 71st Street -- thirty minute limit -- at all times (95-0609);

Ward

Location, Distance And Time

29

West Corcoran Place (south side)
from North Parkside Avenue to
North Waller Avenue -- one hour
limit -- 9:00 A.M. to 6:00 P.M. --
Monday through Friday (95-0690).

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 November 30, 1994 (Council Journal of Proceedings, page 62743) which reads:

"West 59th Street (north side) from a point 107 feet west of South Kostner Avenue, to a point 50 feet west thereof"

by striking:

"to a point 50 feet west thereof"

and inserting in lieu thereof:

"South Kenneth Avenue -- two hour parking -- 6:00 A.M. to 9:00 A.M. -- Monday through Friday" (13th Ward) (95-0533).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Parking Zone.

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, a portion of the below named street is hereby designated as a residential parking zone, for the following location:

Ward	Location
13	In the 6100 block of South Austin Avenue -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday (Zone 9).

SECTION 2. 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 service drives/diagonal parking for the following locations:

Ward	Location
11	West 36th Street (north side) from a point 30 feet west of South Halsted Street to the first alley west thereof (95-0660);
14	South Homan Avenue (west side) between South Archer Avenue and the first alley south thereof (95-0786);
22	West 27th Street (south side) from South Lawndale Avenue to the first alley west thereof (95-0807);

Ward	Location
30	West Eddy Street (south side) from North Pulaski Road to the first alley east thereof (95-0828);
31	4501 West Cortland Street (south side) from a point 70 feet west of North Kilbourn Avenue, to a point 180 feet west thereof (95-0705);
32	2101 West Chicago Avenue on North Hoyne Avenue (west side) from West Chicago Avenue to the first alley south thereof (95-0707);
36	North Newcastle Avenue (east side) from West North Avenue to the first alley north thereof (95-0721);
45	North Lester Avenue (east side) from West Gale Street to the first alley north thereof (95-0900).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 31, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 2, 17 and June 14, 1995) proposed ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as 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
29	West Grand Avenue (south side) from a point 100 feet west of North Menard Avenue, to a point 25 feet west thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- 9:00 A.M. to 9:00 P.M. -- tow-away zone after fifteen minutes (95-0693);
42	East Grand Avenue (north side) from a point 155 feet west of North Peshtigo Court, to a point 63 feet west thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-0735);
42	North Peoria Street (west side) from West Washington Boulevard to the first alley south thereof -- at all times (95-0877);
43	North Sedgwick Street (east side) from a point 20 feet north of West Webster Avenue, to a point 20 feet north thereof, and also North Sedgwick Street (east side) from a point 175 feet north of West Webster Avenue, to a point 20 feet north thereof (95-0633).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 31, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 15, May 2 and 17, 1995) proposed ordinances and orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance and substitute order submitted 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 ordinance and substitute order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the type specified:

Ward	Type Of Sign And Location
4	"All-Way Stop" signs, at South Woodlawn Avenue and East 54th Street (95-0417);
6	"Stop" signs, stopping South Vernon Avenue for East 82nd Street (95-0423);
6	"Stop" signs, stopping South Michigan Avenue for East 80th Street (95-0421);
6	"Stop" signs, stopping South Wabash Avenue for East 80th Street (95-0420);
7	"Stop" signs, stopping South Muskegon Avenue for East 85th Street (95-0426);
7	"Stop" signs, stopping South Burnham Avenue for East 85th Street (95-0425);
8	"Stop" signs, stopping South Maryland Avenue for East 86th Street (95-0428);
8	"All-Way Stop" signs, at South Oglesby Avenue and East 80th Street (95-0587);
8	"All-Way Stop" signs, at South Dauphin Avenue and East 89th Street (95-0588);
10	"All-Way Stop" signs, at South Avenue C and East 110th Street (95-0429);
13	"Stop" signs, stopping West 63rd Place for South Leamington Avenue (95-0431);

Ward	Type Of Sign And Location
13	"Stop" signs, stopping South Sawyer Avenue for West 60th Street (95-0433);
14	"Stop" signs, stopping South Troy Street for West 61st Street (95-0434);
14	"All-Way Stop" signs, at South Spaulding Avenue and West 65th Street (95-0594);
14	"All-Way Stop" signs, at South Campbell Avenue and West 40th Street (95-0435);
17	"All-Way Stop" signs, at South Aberdeen Street and West 66th Street (95-0595);
19	"Stop" signs, stopping South Artesian Avenue for West 109th Street (95-0441);
19	"Stop" signs, stopping South Sacramento Avenue for West 106th Street (95-0669);
21	"All-Way Stop" signs, at South Morgan Street and West 90th Street (95-0673);
21	"Stop" sign, stopping South May Street for West 113th Place (95-0674);
21	"Two-Way Stop" signs, stopping South Racine Avenue for West 113th Place (95-0675);
21	"Stop" sign, stopping South Aberdeen Street for West 93rd Street (95-0676);

Ward	Type Of Sign And Location
21	"Two-Way Stop" signs, stopping West 110th Street for South Throop Street (95-0677);
21	"Stop" sign, stopping West 114th Place for South Bishop Street (95-0678);
21	"Stop" sign, stopping West 111th Street for South Racine Avenue (95-0681);
21	"Stop" sign, stopping South Loomis Street for West 113th Street (95-0682);
21	"Stop" sign, stopping West 111th Street for South Throop Street (95-0683);
23	"Stop" signs, stopping South Lorel Avenue for West 52nd Street (95-0446);
23	"All-Way Stop" signs, at South Keeler Avenue and West 49th Street (95-0444);
23	"All-Way Stop" signs, at South Kedvale Avenue and West 48th Street (95-0445);
28	"All-Way Stop" signs, at North Kilbourn Avenue and West Maypole Avenue (95-0448);
29	"No Left Turn" sign, the first east/west alley north of West Grand Avenue, at North Narragansett Avenue (westbound traffic only) (95-0694);
30	"All-Way Stop" signs, at North Leclaire Avenue and West Deming Place (95-0450);

Ward	Type Of Sign And Location
30	"All-Way Stop" signs, at North Mango Avenue and West Barry Avenue (95-0697);
36	"All-Way Stop" signs, at North Pioneer Avenue and West Belle Plaine Avenue (95-0719);
40	"All-Way Stop" signs, at North Washtenaw Avenue and West Ardmore Avenue (95-0726);
40	"One-Way Stop" sign, stopping North Francisco Avenue for West Ainslie Street (95-0728);
47	"All-Way Stop" signs, at North Leavitt Street and West Giddings Street (95-0465);
48	"No Left Turn" signs at West Hollywood Avenue and North Broadway (eastbound) 7:00 A.M. to 9:00 A.M. and (westbound) 4:00 P.M. to 6:00 P.M. -- Monday through Friday (95-0744).

Installation Of "Closed To Traffic" 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 "Closed to Traffic" signs at the below listed location:

Ward	Location
32	North Hickory Avenue, between North Cherry Avenue and West Evergreen Avenue (95-0859).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass-- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA
FOR YEAR 1995.

(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 for the year 1995.

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 recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, August 2, 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 (January 12, February 8, March 9, April 15, May 2, 17 and June 14, 1995) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
3	At 4747 South Dr. Martin Luther King, Jr. Drive (alongside on East 48th Street at the front entrance). Request withdrawn by requestor (95-0529);
14	At 4337 South Kildare Avenue (east side) both on the north/south sides of the two driveways. No City Council action necessary. Signs will be posted upon receipt of necessary fees from applicant (95-0661);
24	At 3840 -- 3842 West Odgen Avenue. Request withdrawn (95-0546);
25	At 1709 West 18th Street. Request withdrawn by requestor (95-0686);
36	At 3019 North Oriole Avenue. No City Council action necessary. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (95-0752).

Parking Prohibition At All Times -- Handicapped:

Ward	Location
1	At 1369 West Chicago Avenue. Fails to meet building zone requirement;

Ward	Location
1	At 827 North Bishop Street. Installation requested is not near resident's home; At 827 North Bishop Street. Insufficient corner clearance;
2	At 1327 South Wabash Avenue. Business not eligible;
2	At 1541 West Hastings Street. Insufficient alleyway clearance;
4	At 1166 East 54th Street. Insufficient footage;
6	At 6949 South Halsted Street. Fails to meet building zone requirement B2-2;
8	At 8229 South Avalon Avenue. Insufficient fire hydrant clearance;
9	At 10540 South Corliss Avenue. Fails to meet building zone requirement;
9	At 10315 South Rhodes Avenue. Duplicate proposal;
9	At 10100 South State Street. Fails to meet building zone requirement;
10	At 9517 South Manistee Avenue. Insufficient alleyway clearance;
10	At 9952 South Avenue M. Fails to meet building zone requirement;
11	At 3550 South Paulina Street. Duplicate proposal;
13	At 3701 West 64th Street. Insufficient corner clearance;

Ward	Location
15	At 6845 South Damen Avenue. Insufficient alleyway clearance;
16	At 4930 South Damen Avenue. Duplicate proposal. Passed April 15, 1995;
21	At 9560 South Winston Avenue. Not recommended;
23	At 6214 South Moody Avenue. Duplicate proposal;
23	At 5252 South Mayfield Avenue. Duplicate proposal. Passed March 9, 1995;
23	At 4848 South Kildare Avenue. Duplicate proposal. Passed November 30, 1994;
24	At 1552 South Keeler Avenue. Fails to meet building zone requirement;
26	At 1940 North Wilmot Avenue. Fails to meet building zone requirement;
28	At 3540 West Monroe Street. Insufficient fire hydrant clearance;
29	At 5534 West Van Buren Street. Insufficient fire hydrant clearance;
30	At 5108 West Schubert Avenue. Duplicate proposal. Insufficient footage;
30	At 2750 North Major Avenue. Fails to meet building zone requirement;
31	At 1803 North Keeler Avenue. No fee payment;

Ward	Location
31	At 4647 West Altgeld Street. Duplicate proposal;
31	At 4719 West Grand Avenue. Not recommended;
32	At 2048 West Chicago Avenue. Fails to meet building zone requirement;
32	At 1710 West Wabansia Avenue. Insufficient alleyway clearance;
32	At 2454 North Southport Avenue. Fails to meet building zone requirement;
32	At 2032 North Holly Avenue. Fails to meet building zone requirement;
32	At 2014 North Honore Street. Insufficient alleyway clearance;
32	At 1959 West Dickens Avenue. Fails to meet building zone requirement;
32	At 1959 West Dickens Avenue. Fails to meet building zone requirement;
33	At 2551 West Eastwood Avenue. Duplicate proposal;
35	At 2833 North Albany Avenue. Fails to meet fee requirement;
36	At 2730 North Rutherford Avenue. Applicant deceased;
37	At 1131 North Laramie Avenue. Insufficient fire hydrant clearance;

Ward	Location
37	At 1543 North Lorel Avenue. Insufficient alleyway clearance;
37	At 1425 North Kostner Avenue. Insufficient fire hydrant clearance;
37	At 1615 North Leclair Avenue. Insufficient alleyway clearance;
37	At 5232 West Crystal Street. Insufficient fire hydrant clearance;
38	At 5044 West Patterson Avenue. Duplicate proposal. Passed April 15, 1995;
40	At 2540 West Argyle Street. No such address;
40	At 5221 -- 5223 North Hoyne Avenue. No application on file;
42	At 906 South Miller Street. Insufficient fire hydrant clearance;
43	At 1938 North Bissell Street. Insufficient fire hydrant clearance;
47	At 4138 North Bell Avenue. Duplicate proposal.

Parking Limited During Specified Hours:

Ward	Location
1	At 1220 -- 1224 West Lexington Street -- one-hour. Request withdrawn by requestor (95-0349).

Loading Zone:

Ward

Location

30

At 2742 North Central Avenue --
at all times. Request withdrawn
by requestor (95-0699).

Single Direction:

Ward

Location

23

First east/west alley north of
South Archer Avenue, from South
Central Avenue to South Parkside
Avenue -- westerly. Request
withdrawn (95-0365);

26

West Potomac Avenue, from North
Claremont Avenue to North
Western Avenue -- westerly.
Duplicate proposal. Previously
recommended on an additional
proposal dated May 17, 1995 (95-
0687).

Service Drive/Diagonal Parking:

Ward

Location

23

South Sayre Avenue (west side)
alongside of 6950 -- 6958 West
Archer Avenue, from West Archer
Avenue, to the first alley north
thereof. Previously passed on
March 9, 1995 (Council Journal of
Proceedings, page 66212) (95-
0810).

Miscellaneous Signs:

Ward	Location
32	At North Cherry Avenue on the north and at West Evergreen Avenue on the south -- "Crash Gate" (95-0857);
36	At the mouth of the first north/south alley east of North Narragansett Avenue on West Wellington Avenue -- "Do Not Enter" sign. No City Council action necessary. Signs will be posted (95-0720);
48	At 5017 North Winthrop Avenue and going south on North Winthrop Avenue to West Argyle Street -- "No Drinking And No Drugs" signs. No City Council action necessary. "No Drinking" signs will be posted (95-0746).

Traffic Warning Signs And Signals:

Ward	Location
7	South Colfax Avenue at East 89th Street, stopping westbound traffic -- "Stop" sign. No such location (95-0424);
8	East 89th Street and South Dauphin Avenue -- "Two-Way Stop" sign. Duplicate proposal. Previously recommended May 29, 1995 (95-0653);

Ward	Location
10	East 103rd Street and South Crandon Avenue -- "Four-Way Stop" signs. East 103rd Street is a federal aid route. This could jeopardize funding (95-0659);
10	East 110th Street and South Avenue J -- "All-Way Stop" signs. Duplicate proposal. Previously passed September 15, 1982 (Council Journal of Proceedings, page 12360). Signs are posted (95-0430);
12	North/south corners of 2700 South California Boulevard -- "Stop" signs. No such location (95-0203);
14	West 46th Street and South Christiana Avenue -- "Three-Way Stop" signs. Duplicate proposal previously passed April 25, 1995 (Council Journal of Proceedings, page 67638). Signs are posted (95-0440);
23	East/westbound traffic on West 51st Street at South Lockwood Avenue. West 51st Street is a federal aid route. This could jeopardize funding (95-0320);
32	North Hoyne Avenue and West Churchill Street -- "Four-Way Stop" signs. Duplicate request. Recommended on proposal April 15, 1995 (95-0708);
32	North Leavitt Street and West Churchill Street -- "Four-Way Stop" signs. Duplicate request. Recommended on proposal April 15, 1995 (95-0709);

Ward	Location
40	North/southbound traffic on North Greenview Avenue at West Thome Avenue -- "Two-Way Stop" sign. Duplicate proposal. Previously recommended on proposal dated April 15, 1995 (95-0727);
48	Westbound traffic on West Hollywood Avenue at North Broadway -- "No Left Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" signs. Duplicate proposal dated May 17, 1995 (95-0747);
50	West Granville Avenue and North Christiana Avenue -- "Four-Way Stop" signs. No such location (95-0749).

Traffic Lane/Tow-Away Zone.

Ward	Location
42	At 109 -- 113 West Division Street -- fifteen minutes -- daily. Request withdrawn by requestor (95-0491).

Amend Parking Prohibition At All Times -- Handicapped:

Ward	Location
13	Amend ordinance by striking: "3447 West 59th Place". Duplicate proposal;
30	Amend ordinance by striking: "2955 North Mango Avenue". Duplicate proposal.

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.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA FOR YEARS
1991, 1992, 1993 AND 1994.

(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 for the years 1991, 1992, 1993, and 1994.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (in 1991, 1992, 1993 and 1994) proposals to establish and amend orders, ordinances and resolutions for various traffic related actions on portions of sundry streets, recommends to all City Council members that, due to the Council's resolution adopted May 2, 1995, these proposed matters introduced prior to January 1, 1995 and still pending as of May 2, 1995 are all considered as having *Failed to Pass*, as follows:

Year 1991.

January 11, 1991.

Ward	Location	Type Of Action
10	At 9620 South Ewing Avenue	Parking prohibited at all times (except for handicapped)
10	West 29th Street and South Parnell Avenue	Remove "Stop" sign
18	At 3579 West Columbus Avenue (on South Central Park Avenue side)	Parking prohibited at all times
27	At 464 North Artesian Avenue	Parking prohibited at all times (except for handicapped)
27	At 1700 -- 1800 West Monroe Street	Amend no parking during stadium events
	At 1700 -- 1800 West Adams Street	Amend no parking during stadium events
50	At 2322 West Devon Avenue	Remove Parking Meter Numbers 5515 and 5684

February 6, 1991.

Ward	Location	Type Of Action
4	South Wentworth Avenue (eastside) between West 53rd and West Garfield Boulevard	Install parking meters
4	East 45th Street and South Drexel Boulevard -- both sides of median strip	"All-Way Stop" signs
10	Approximately 4001 East 134th Street	Flashing railroad warning signs
12	West 47th Street, between South Archer Avenue and South Kedzie Avenue	Study retiming of signal for pedestrians
24	South Independence Boulevard (west side) from 1200 to 1349	Remove parking prohibited at all times
28	At 4830 West Polk Street	Parking prohibited at all times (except for handicapped)
39	North Avers Avenue (east side) from West Wilson Avenue to a point 210 feet south thereof	Remove "Parking Prohibited On School Days" signs
41	North Oketo Avenue, be- tween West Rascher Avenue and West Ardmore Avenue (at 5549, 5445 and 5435)	Extend residential permit parking zone
42	West Chestnut Street and North Orleans Street	Automatic traffic control signals
49	At 1317 West Fargo Avenue	Parking prohibited at all times (except for handicapped)

March 15, 1991.

Ward	Location	Type Of Action
23	For east/westbound traffic on West 59th Street at South Nordica Avenue	"Stop" signs
27	At 400 North Drake Avenue (west side)	Parking prohibited at all times -- no exceptions
28	At 3830 West Polk Street	Parking prohibited at all times (except for handicapped)
28	At 4031 West Van Buren Street	Parking prohibited at all times (except for handicapped)
41	North Oriole Avenue and West Foster Avenue	"Four-Way Stop" signs
44	North Lake Shore Drive (local/east side) from West Cornelia Avenue to West Melrose Street	Tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday
44	North Lake Shore Drive (local/west side) from West Cornelia Avenue to West Melrose Street	Tow-away zone -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday

April 12, 1991.

Ward	Location	Type Of Action
1	North LaSalle Street (east side) from West Lake Street to a point 91 feet south thereof	Tow-away zone (bus stop) at all times -- no exceptions
1	At 2714 South Princeton Avenue	Remove parking prohibited at all times (Handicapped Parking Permit 1338)

Ward	Location	Type Of Action
1	North LaSalle Street (east side) from a point 121 feet south of West Lake Street, to a point 30 feet south thereof	Loading zone (except for handicapped) tow-away zone
8	At 1119 East 101st Street	Parking prohibited at all times (except for handicapped)
12	East/westbound traffic on West 47th Street at South Pulaski Road	Left turn signal
12	For east drive of 2945 West 31st Street (east and west of driveway)	Corner clearance
12	For east/westbound traffic at West 47th Street and South Kedzie Avenue	Left turn signal
13	Citywide	To permit and regulate garage, lawn and basement sales
22	On South Christiana Avenue (one-way/south) at the intersection of West 27th Street	"Stop" signs
23	At the "T" intersection of the first east/west alley north of West 63rd Street, between South Melvina Avenue and South Merrimac Avenue (for east/westbound traffic in the alley)	"Stop" signs
23	West 49th Street (north side) from South Pulaski Road to the first alley west thereof	Amend parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- no exceptions
24	At 3010 West Cermak Road	Loading zone -- 8:00 A.M. to 8:00 P.M. -- Sunday through Saturday

Ward	Location	Type Of Action
32	North Honore Street (west side) from West Cortland Street to the first alley south thereof	Amend parking prohibited during specified hours
32	North/southbound traffic on North Milwaukee Avenue at the intersection of North Paulina Street	"Stop" signs
33	At 2952 North Elston Avenue	Parking prohibited at all times (except for handicapped)
39	In the 5100 block of North Lowell Avenue (both sides)	Residential permit parking zone
41	At 5220 North Natoma Avenue	Parking prohibited at all times (except for handicapped)
47	At 4030 North Campbell Avenue	Parking prohibited at all times (except for handicapped)
48	North Winthrop Avenue and West Lawrence Avenue	"Four-Way Stop" sign
50	At 2311 West Devon Avenue	Removal of two parking meters

May 9, 1991.

Ward	Location	Type Of Action
CC	Citywide	Amend Municipal Code Section 9-64-110 exception for parking motor-driven cycles on sidewalk
7	East 85th and South Brandon Avenue	Automatic traffic control signal
7	East 84th Street, South Bond Avenue and South Baker Avenue	Automatic traffic control signal

Ward	Location	Type Of Action
23	South Normandy Avenue (both sides) from West 64th Place to West 65th Street	Parking prohibited during specified hours -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday
28	South Lawndale Avenue (east side) from a point 25 feet south of West Harrison Street, to a point 200 feet south of West Harrison Street	Loading zone -- at all times
32	At 3345 North Lincoln Avenue	Loading zone for a distance of 50 feet -- 8:30 A.M. to 6:00 P.M. -- Sunday through Friday
33	At 2124 North Bingham Street	Parking prohibited at all times (except for handicapped)
36	On West Addison Street at North Ozanam Avenue	Flashing signals

May 22, 1991.

Ward	Location	Type Of Action
6	East 79th and South Wabash Avenue	"Stop" signs
9	North/southbound traffic on South State Street at 120th Street	"Stop" signs
23	Citywide	Amendment to create medical permit parking areas

June 12, 1991.

Ward	Location	Type Of Action
1	North/southbound traffic on North May Street at the intersection of West Fulton Street	"Stop" signs
6	At 7252 South Vernon Avenue	Parking prohibited at all times (except for handicapped)
6	East 77th Street and South Greenwood Avenue	Remove "Three-Way Stop" signs
6	East 78th Street and South Greenwood Avenue	Remove "Three-Way Stop" signs
7	At 8521 South Kingston Avenue	Parking prohibited at all times (except for handicapped)
8	East/westbound traffic on East 83rd Street at the intersection of South Avalon Avenue	"Stop" signs
12	West 36th Place, from South Washtenaw Avenue to a point 20 feet east and west thereof	Parking prohibited at all times
12	At 3822 South Sacramento Boulevard	Parking prohibited at all times (except for handicapped)
12	At 3801 West 44th Street	Parking prohibited at all times (driveway)
13	West 79th Street at South Kostner Avenue	"U-Turn Prohibited" signs
13	South Springfield Avenue (west side) from West Marquette Road to the first alley south thereof	Parking prohibited at all times
14	East/westbound traffic on West 50th Street at South Campbell Avenue	"Stop" signs

Ward	Location	Type Of Action
15	East/westbound traffic on West 68th Street at South Honore Street	"Stop" signs
15	East/westbound traffic on West 65th Street at South Honore Street	"Stop" signs
15	East/westbound traffic on West 69th Street at South Hoyne Avenue	"Stop" signs
15	East/westbound traffic on West 69th Street at South Oakley Avenue	"Stop" signs
16	North/southbound traffic on South Carpenter Street at West 56th Street	"Stop" signs
18	East/westbound traffic on West 83rd Street at South Paulina Street	"Stop" signs
18	West 82nd Street and South Christiana Avenue	"All-Way Stop" signs
23	South Archer Avenue (north side) between South Oak Park Avenue and South Newcastle Avenue	Parking limited -- one- hour -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday
23	South Lavergne Avenue (west side) from a point 205 feet south of West 51st Street, to a point 25 feet south thereof	Amend parking prohibited at all times
26	On West Caton Street (one-way/west) at the intersection of North Milwaukee Avenue	"Do Not Enter" signs
27	At 623 North Sawyer Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
29	West West End Avenue and North Lotus Avenue	Appropriate traffic signs
29	South Leamington Avenue, from West Harrison Street to West Congress Parkway	Weight limit
29	West Congress Parkway at South Lavergne Avenue	Weight limit
30	At 2101 North Long Avenue	Parking limited -- one-hour -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday
31	East/westbound traffic on West Potomac Avenue at North St. Louis Avenue	"Stop" signs
32/26	Along streets leading to the Kennedy Expressway (to identify the Wicker Park Historic District)	Directional signs
35	At 2256 North Keystone Avenue	Parking prohibited at all times (except for handicapped)
36	North/south corners of West Fullerton Avenue and North Meade Avenue	"Slow -- School Zone" signs
36	North/southwest corners of North Oak Park Avenue at West Bloomingdale Avenue	"Stop" signs
37	North Laramie Avenue, from 1101 to 1109	Amend parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday
39	West Peterson Avenue and North Kedvale Avenue	Automatic traffic control signals
39	West Peterson Avenue at North Kedvale Avenue	"Oversized -- Do Not Block The Intersection" signs

Ward	Location	Type Of Action
40	North Whipple Street (east side) from a point 20 feet south of West Lawrence Avenue	Loading zone
40	West Lawrence Avenue (south side) from a point 10 feet east of North Whipple Street, to a point 25 feet east thereof	Loading zone
40	West Ainslie Street and North Kedzie Avenue	"Four-Way Stop" signs
42	At 435 North Dearborn Street	Loading zone (valet parking)
42	East Illinois Street (north side) from North McClurg Court to North Columbus Drive	Tow-away zone
42	At 414 North Orleans Street	Loading zone (valet parking)
43	West Fullerton Avenue (north side) from a point 25 feet west of North Orchard Street, to a point 25 feet west thereof	Handicapped loading zone
43	At 2650 North Lakeview Avenue	Loading zone
44	At 3315 North Lakewood Avenue	Parking prohibited at all times (except for handicapped)
44	At 2944 North Lincoln Avenue	Loading zone
46	West Montrose Avenue (south side) from North Clarendon Avenue to the first driveway east of North Clarendon Avenue	Tow-away zone

Ward	Location	Type Of Action
46	At 707 West Waveland Avenue	Loading zone
47	At 1800 West Roscoe Street	Loading zone
48	At 1111 West Bryn Mawr Avenue	Loading zone
48	At 6025 North Clark Street	Loading zone
49	At 1300 West Devon Avenue	Loading zone

June 28, 1991.

Ward	Location	Type Of Action
6	For east/westbound traffic on East 83rd Street at South Michigan Avenue	"Stop" signs
6	For east/westbound traffic on East 79th Street at South Prairie Avenue	"Stop" signs
6	For east/westbound traffic on East 79th Street at South Calumet Avenue	"Stop" signs
6	For east/westbound traffic on East 76th Street at South Dante Avenue	"Stop" signs
6	For east/westbound traffic on East 76th Street at South Blackstone Avenue	"Stop" signs
9	For westbound traffic on East 111th Street to South Ellis Avenue	No right turn
15	West 71st Street and South Sacramento Avenue	Automatic traffic control signals

Ward	Location	Type Of Action
21	At 9123 South Aberdeen Street	Parking prohibited at all times (except for handicapped)
27/28	Citywide	Amendment to license and regulate tire shops
35	West Cullom and North Spaulding Avenues	"Stop" signs
41	At 6135 through 6365 North Mobile Avenue	Single direction -- northerly
49	At 6439 North Sheridan Road	Parking prohibited at all times

July 24, 1991.

Ward	Location	Type Of Action
1	West Fulton Street (north side) from a point 20 feet west of North Union Avenue, to a point 70 feet west thereof	Loading zone
1	North Union Avenue (west side) from a point 30 feet north of West Fulton Street, to a point 50 feet north thereof	Loading zone
1	North Union Avenue (west side) from a point 80 feet north of West Fulton Street, to a point 88 feet north thereof, thirty minute meters	Parking meters
6	North/southbound traffic on Dr. Martin Luther King, Jr. Drive at the intersection of East 97th Street	"Stop" signs

Ward	Location	Type Of Action
9	South Yale Avenue at the intersection of West 124th Street	"Stop" signs
10	At 9101 -- 9109 South Brandon Avenue	Parking prohibited at all times (except for handicapped)
18	At 8122 South Justine Street	Parking prohibited at all times (except for handicapped)
18	At 7932 South Talman Avenue	Parking prohibited at all times (except for handicapped)
19	At 10718 South Lawndale Avenue	Parking prohibited at all times (except for handicapped)
22	At 2811 South Kildare Avenue	Remove parking prohibited at all times (except for handicapped)
23	West 51st Street and South Narragansett Avenue	Removal of "All-Way Stop" signs
33	North Elston Avenue at North Campbell Avenue and West George Street	"Stop" signs
44	At 1012 -- 1028 West Diversey Avenue	Change hours on parking meters from 6:00 A.M. -- 9:00 P.M. to 6:00 A.M. -- 6:00 P.M.
46	East side of North Broadway, between West Montrose Avenue and West Sunnyside Avenue	Removal of parking meters
46	East side of North Clark Street, between West Montrose Avenue and West Sunnyside Avenue	Removal of parking meters
48	On North Clark Street at West Berwyn Avenue	"Stop" signs

Ward	Location	Type Of Action
50	At 6344 North Fairfield Avenue (west side) from the alley to a point 54 feet north thereof	Loading zone
50	At 6344 North Fairfield Avenue	Removal of parking meters
50	At 6440 North Western Avenue	Removal of parking meters

September 11, 1991.

Ward	Location	Type Of Action
1	West Quincy Street (south side) from a point 10 feet east of South LaSalle Street, to a point 290 feet east thereof	Tow-away zone
8	East 91st Street and South Greenwood Avenue	"Four-Way Stop" signs
10	East 106th Street and South Avenue L	Automatic traffic control signals
10	East 122nd Street and South Torrence Avenue	Automatic traffic control signals
11	At 3604 South Paulina Street	Removal of parking prohibited at all times (except for handicapped)
11	At 3153 South Lowe Avenue	Parking prohibited at all times (except for handicapped)
21	For north/southbound traffic on South Racine Avenue at West 90th Street	"Stop" signs

Ward	Location	Type Of Action
22	On South Francisco Avenue (one-way/southerly) at West 25th Place	"Stop" signs
30	West Belden Avenue and North Marmora Avenue	"Four-Way Stop" signs
31	West Cortland Street and North Springfield Avenue	Removal of "Three-Way Stop" signs
39	At 3718 West Agatite Avenue	Parking prohibited at all times (except for handicapped)
40	West Foster Avenue and North Francisco Avenue	Automatic traffic control signals
41	In the 6000 block of North Nettleton Avenue (both sides)	Residential permit parking zone
43	North Stockton Drive at North Lake Shore Drive West	"Stop" signs
45	For east/westbound traffic on West Catalpa Avenue at North Long Avenue	"Stop" signs
46	On West Sunnyside Avenue, between North Broadway and North Sheridan Road	Removal of parking meters
47	At 3948 North Marshfield Avenue	Parking prohibited at all times (except for handicapped)

October 2, 1991.

Ward	Location	Type Of Sign
1	South Halsted Street (west side) from a point 85 feet north of West Adams Street, to a point 25 feet north thereof	Loading zone

Ward	Location	Type Of Action
11	At 734 West 47th Street	Handicapped loading zone
12	West 45th Street and South Sawyer Avenue	"Four-Way Stop" signs
29	West Adams Street and South Laramie Avenue	Automatic traffic control signals
41	At 7762 West Higgins Avenue	"Stop" sign
43	Within the 43rd Ward	Amendment to Municipal Code Section 9-64-100 (f) by adding: "however, in the 43rd Ward no such signs shall be posted without a written determination by the commissioner that such signs are necessary"

October 23, 1991.

Ward	Location	Type Of Action
11	South Archer Avenue (north side) from the west property line of South Halsted Street, to a point 340 feet west thereof and from a point 580 feet west of the west property line of South Halsted Street, to a point 100 feet west thereof	Tow-away zone
11	South Ashland Avenue (east side) from the north property line of South Archer Avenue, to a point 600 feet north thereof	Tow-away zone
11	South Halsted Street (west side) from the north property line of South Archer Avenue, to a point 344 feet north thereof	Tow-away zone

Ward	Location	Type Of Action
12	At 3046 -- 3048 West 43rd Street	Loading zone
12	At 3046 -- 3048 West 43rd Street	Removal of parking meters
23	At 5204 South Keating Avenue	Parking prohibited at all times (except for handicapped)
35	North Milwaukee Avenue (both sides) from North Lawndale Avenue to West Belmont Avenue	Extension of parking meter zone
47	North Claremont Avenue (both sides) from 4900 through 4919	Amend parking prohibited during specified hours -- 8:00 A.M. to 4:30 P.M -- all school days by striking: "8:00 A.M." and inserting: "7:00 A.M."

November 6, 1991.

Ward	Location	Type Of Action
8	East 79th Street, between South Ridgeland Avenue and South Constance Avenue	Removal of parking sign
10	At 10547 South Ewing Avenue	Loading zone
12	South Archer Avenue (north side) from the west property line of South Leavitt Street, to a point 370 feet west thereof	Tow-away zone
12	South Leavitt Street (west side) from the north property line of South Archer Avenue to the south property line of West 35th Street	Tow-away zone

Ward	Location	Type Of Action
29	At 114 North Latrobe Avenue	Parking prohibited at all times (except for handicapped)

November 14, 1991.

Ward	Location	Type Of Action
24	West 17th Street, between South Keeler Avenue and South Kildare Avenue	Close to traffic
44	For north/southbound traffic on North Lake Shore Drive at West Hawthorne Place	"Stop" signs

November 22, 1991.

Ward	Location	Type Of Action
10	For east/westbound traffic on East 106th Street at South Avenue C	"Stop" signs
11	At 3844 South Parnell Avenue	Parking prohibited at all times (except for handicapped)
37	At 5045 West Superior Street	Parking prohibited at all times (except for handicapped)
45	North Milwaukee Avenue (east side) from a point 20 feet north of West Irving Park Road, to a point 40 feet north thereof	Loading zone

November 27, 1991.

Ward	Location	Type Of Action
8	At 8329 South Constance Avenue	Parking prohibited at all times (except for handicapped)
11	At 3464 South Lituanica Avenue	Parking prohibited at all times (except for handicapped)
37	At 1001 North Lawler Avenue	Parking prohibited at all times (except for handicapped)

December 11, 1991.

Ward	Location	Type Of Action
5	East 56th Street (north side) from a point 20 feet west of South Hyde Park Boulevard, to a point 30 feet west thereof	Loading zone
11	At 3844 South Parnell Avenue	Parking prohibited at all times (except for handicapped)
11	At 825 West 50th Street	Parking prohibited at all times (except for handicapped)
11	At 643 West 31st Street	Parking prohibited at all times (except for handicapped)
42	At 1221 North Dearborn Street	Removal of parking meters
50	For southbound traffic on North Kedzie Avenue at West Pratt Boulevard	Add left turn arrow to automatic traffic control signal

*Year 1992.**January 14, 1992.*

Ward	Location	Type Of Action
11	At 643 West 31st Street	Parking prohibited at all times
12	At 2451 West 47th Street	Amend parking prohibited at all times (except for handicapped)
16	At 6609 South Green Street	Parking prohibited at all times (except for handicapped)
23	At 4731 -- 4759 South Pulaski Road (east side)	Parking limited -- one hour -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday
23	South Moody Avenue (east side) from West 63rd to the first alley north thereof	Parking limited -- one hour -- 9:00 A.M. to 9:00 P.M. -- no exceptions
29	West Adams Street and South Central Avenue	Automatic traffic control signal
32	West Chicago Avenue and North Wolcott Avenue	"Stop" sign
39	West Lawrence Avenue and North Pulaski Road	Left turn arrow
50	At 6308 North Oakley Avenue	Parking prohibited at all times (except for handicapped)

February 4, 1992.

Ward	Location	Type Of Action
Mayor	Citywide	Municipal Code Section 9-60-080 (pedestrian use of alleys)

Ward	Location	Type Of Action
CC	West 83rd Street (east side) and South Paulina Street	"Stop" sign
1	South Racine Avenue, from West Jackson Boulevard and West Harrison Street (both sides)	Metered area -- 9:30 A.M. to 4:00 P.M. and 6:00 P.M. to 10:00 P.M. -- Monday through Friday
1	At 1328 West Hubbard Street	Parking prohibited at all times (except for handicapped)
5	South Kimbark Avenue (both sides) from the first alley south of East 57th Street to East 58th Street	Residential parking
5	South Kenwood Avenue (both sides) from the first alley south of East 57th Street to East 58th Street	Residential parking
5	South Dorchester Avenue (both sides) from East 57th Street to East 59th Street	Residential parking
5	East 57th Street (both sides) from the first alley east of South Woodlawn Avenue to South Kimbark Avenue	Residential parking
5	East 57th Street (south side) from South Kenwood Avenue to South Dorchester Avenue	Residential parking
5	East 57th Street (north side) from the first alley east of South Kenwood Avenue to South Dorchester Avenue	Residential parking

Ward	Location	Type Of Action
5	East 58th Street (north side) from the first alley east of South Woodlawn Avenue to South Dorchester Avenue	Residential parking
10	East/westbound traffic on East 112th Street at South Avenue B	"Stop" sign
35	In the 4000 block of North Tripp Avenue (east side)	Residential parking
37	Upper East North Water Street (south side)	Loading zone/tow-away zone
42	West Division Street, North LaSalle Street, West Division Street to North LaSalle Street	Amend Municipal Code Section 27-328 (parking meter rates)
42	North Hudson Avenue (east side) alongside 430 West Erie Street	Amend tow-away zone
45	West Lawrence Avenue at westbound Kennedy Expressway entrance	Left turn arrow
50	North Sacramento Avenue at West Howard Street	Cul-de-sac
50	West Jerome Street at North Kedzie Avenue	Cul-de-sac
50	North Albany Avenue with West Howard Street	Cul-de-sac
50	North Francisco Avenue with West Howard Street	Cul-de-sac
50	West Jarvis Avenue at North Kedzie Avenue	Cul-de-sac
50	West Birchwood Avenue at North Kedzie Avenue	Cul-de-sac

Ward	Location	Type Of Action
50	West Fargo Avenue at North Kedzie Avenue	Cul-de-sac
50	North/southbound traffic on North Kedzie Avenue at West Birchwood Avenue	"Stop" sign
50	North/southbound traffic on North Kedzie Avenue at West Fargo Avenue	"Stop" sign
50	North/southbound traffic on North Kedzie Avenue at West Jerome Street	"Stop" sign

February 26, 1992.

Ward	Location	Type Of Action
9	South Maryland Avenue (both sides) from East 104th Street to East 105th Street	Amend residential parking
22	At 2816 South Kilbourn Avenue	Loading zone (except for handi- capped)
22	South Christiana Avenue, from West 30th Street to West 31st Street	Single direction -- southerly
23	At 5405 South Avers Avenue	Amend parking prohibited at all times (except for handicapped)
30	At 1637 North Major Avenue	Parking prohibited at all times (except for handicapped)
30	At 3105 North Kilpatrick Avenue	Parking prohibited at all times
35	At 3221 West Irving Park Road	Removal of parking meters

Ward	Location	Type Of Action
36	West Grand Avenue and North Oak Park Avenue	"Left Turn Only"
39	In the 5000 block of North Avers Avenue	Amend residential parking
41	In the 7600 block of West Berwyn Avenue (both sides)	Residential parking
42	East Division Street extended to Lake Michigan, etc.	Amend Municipal Code Section 27-328 (parking meter rates)
43	At 1207 West Webster Avenue	Amend parking prohibited at all times (except for handicapped)

March 25, 1992.

Ward	Location	Type Of Action
1	At 446 North Aberdeen Street	Parking prohibited at all times (except for handicapped)
10	North/south of Torrence Avenue Bridge at East 123rd Street	Flashing signals
11	At West 34th Street, from South Shields Avenue to South Wells Avenue	Tow-away zone -- days of ball games
11	West 36th Street, between South Halsted Street and South Lituania Street	Amend residential parking
12	At 3355 West 48th Street	Parking prohibited at all times
12	At 3356 West 48th Street	Parking prohibited at all times
12	At 3356 West 47th Street	Parking prohibited at all times
12	At 3357 West 47th Place	Parking prohibited at all times

Ward	Location	Type Of Action
13	Citywide	Municipal Code amendment to allow temporary signs on the public way upon payment of \$100.00 permit fee
32	West Division Street and North Bell Avenue	Automatic traffic control signals
34	At 11159 South Loomis Street	Loading zone (except for handicapped)
35	North Bernard Street, between North Elston Avenue and West Byron Street	Close to traffic
36	East/westbound traffic on West Barry Avenue at North Marmora Avenue	"Stop" sign
36	East/westbound traffic on West Waveland Avenue at North Panama Avenue	"Stop" sign
42	North Wabash Avenue (east side) the first meter north of East Ontario Street	Parking prohibited at all times (except for handicapped)
42	At 820 North Orleans Street on West Chestnut Street side	Loading zone/tow-away zone
43	Citywide	Amend Municipal Code Section 9-64-040(a) (handling of signs)
46	North Clark Street, between West Grace Street and West Irving Park Road	Amend winter regulation signs
46	West Irving Park Road, between North Lake Shore Drive and North Kenmore Avenue	Amend winter regulation signs

April 2, 1992.

Ward	Location	Type Of Action
2	In the 300 block of West 41st Street	Parking prohibited at all times (except for handicapped)
8	South Chappel Avenue, from East 78th Street to East 79th Street	Weight limitation -- five tons
11	At West 29th Street and South Wentworth Avenue, etc.	Amend boundaries for athletic events at Comiskey Park
13	West 63rd Street and South Menard Avenue	Automatic overhead traffic lights
13	Citywide	Municipal Code amendment to prohibit manufacture, sale or use of retreaded motor vehicle tires
23	At 5514 South Archer Avenue	Loading zone
23	At 4731 -- 4759 South Pulaski Road	Parking limited -- one hour -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday
24	At 1845 South Kilbourn Avenue from a point 20 feet (each side)	Loading zone
24	At 1749 South Kilbourn Avenue from a point 20 feet (each side)	Loading zone
24	East/westbound on West Douglas Boulevard at South St. Louis Avenue	"Two-Way Stop" sign
27	North Troy Street, between West Franklin Boulevard and West Chicago Avenue	Amend single direction -- northerly
33	At 3933 North Troy Street	Amend parking prohibited at all times

Ward	Location	Type Of Action
35	At 4144 North Pulaski Road (west side)	Parking prohibited at all times
48/49	North Sheridan Road, from West Hollywood Avenue to West Devon Avenue	Speed limitation -- twenty-five miles per hour

May 20, 1992.

Ward	Location	Type Of Action
1	At 200 North Garland Court	Removal of parking meters
4	At 810 East 52nd Street	Parking prohibited at all times
4	At 5225 South Harper Avenue	Amend parking prohibited at all times (except for handicapped)
6	East 99th Street and South Dr. Martin Luther King, Jr. Drive	Amend traffic control
10	South Commercial Avenue, from East 102nd Street to East 103rd Street	Speed limitation -- twenty miles per hour
21	North/southbound alley bounded by South Green Street, South Halsted Street, West 98th Street and West 99th Street	Single direction -- northerly
21	West 102nd Street and South Morgan Street	"Four-Way Stop" signs
21	North/southbound traffic on South Lafayette Avenue at East 102nd Street	"Two-Way Stop" signs

Ward	Location	Type Of Action
21	North/southbound traffic on South Lafayette Avenue at East 101st Street	"Two-Way Stop" signs
22	West 28th Street (both sides) between South Pulaski Road and South Harding Avenue	Amend parking prohibited at all times
24	West Douglas Boulevard, from South Homan Avenue to South Independence Boulevard	Speed limitations -- twenty miles per hour
30	West Wolfram Street at North Lamon Avenue	"Stop" sign
39	Westbound traffic on West Peterson Avenue turning left on North Rogers Avenue	Left turn signal
42	Division Street extended to Lake Michigan, etc.	Amend Municipal Code Section 9-64-200 by adding a new section (all curb parking meters)
42	At 217 West Huron Street	Loading zone/tow-away zone (valet service)
42	At 1531 North Kingsbury Street	Loading zone/tow-away zone (valet service)
47	At 4411 North Seeley Avenue	Amend parking prohibited at all times (except for handicapped)

June 17, 1992.

Ward	Location	Type Of Action
2	South Calumet Avenue, from East 35th Street to East 37th Street	Amend single direction

Ward	Location	Type Of Action
6	In the 1500 block of East 71st Street	Weight limitation -- five tons
22	South Trumbull Avenue (west side) from a point 125 feet south of West 26th Street, to a point 58 feet north of West 26th Street and South Trumbull Avenue (west side) from a point 24 feet south of West 26th Street, to the first alley north of West 26th Street	Amend parking limitation
22	West 34th Street and South Hamlin Avenue	"Stop" sign
23	At 7016 West 55th Street	Loading zone (except for handicapped)
23	In the 5100 block of South Kolin Avenue (east side)	Residential parking
30	North Kenton Avenue north of West Palmer Street and south of West Belden Avenue	Close to traffic
32	West Pierce Avenue, from North Damen Avenue to North Hoyne Avenue	Single direction -- westerly
32	West Pierce Avenue (both sides) from North Damen Avenue, to a point 125 feet west thereof	Tow-away zone
42	North State Street and East Chestnut Street	Automatic traffic control signal
42	North State Street and Delaware Place	Automatic traffic control signal
44	At 1432 West Henderson Street	Amend parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action

49	North Wayne Avenue (west side) (alongside 1335 West Morse Avenue)	Loading zone

July 7, 1992.

Ward	Location	Type Of Action

1	North Stetson Avenue, between East Wacker Drive and East South Water Street	Removal of parking meters
2	At 4132 South Michigan Avenue	Parking prohibited at all times (except for handicapped)
13	Citywide	Resolution requesting Illinois State Legislature to consider use of expressway shoulders during rush hours
16	Southbound on South Bishop Street at West 68th Street	"Stop" signs
21	In the 8600 block of South Emerald Avenue (both sides)	Residential parking
24	South Keeler Avenue, from West Roosevelt Road to West Fifth Avenue	Weight limitation -- five tons
24	South Kildare Avenue, from West Roosevelt Road to West Fifth Avenue	Weight limitation -- five tons
31	At 4226 West Haddon Avenue	Parking prohibited at all times (except for handicapped)
36	West Addison Street at North Ozark Avenue	Flashing signal

Ward	Location	Type Of Action
39	Northeast/southwest of corner of West Peterson Avenue and North Rogers Avenue	Amend left turn arrow
39	Westbound traffic on West Devon Avenue, turning onto North Hiawatha Avenue	"No Right Turn" signs
42	Central business district	Bicycle messengers
42	Business districts	The use of skateboards, roller skates, etc.
45	North Lipps Avenue (both sides) between West Lawrence Avenue and West Ainslie Street	Parking meters
50	North Winchester Avenue, from West Norwood Avenue to West Granville Avenue	Single direction -- northerly

July 29, 1992.

Ward	Location	Type Of Action
8	At 8253 South Woodlawn Avenue	Parking prohibited at all times (except for handicapped)
17	At 7536 South Paulina Street	Amend parking prohibited at all times (except for handicapped)
21	West 93rd Street and South Halsted Street	Automatic traffic control signal
25	At 2026 South California Avenue	Parking prohibited at all times
31	At 1801 North Lawndale Avenue	Parking prohibited at all times (except for handicapped)
43	North Clark Street	Amend loading zone/valet parking

Ward	Location	Type Of Action
43	At 2635 North Halsted Street	Amend loading zone/valet parking
50	At 6810 North Clark Street	Loading zone

September 16, 1992.

Ward	Location	Type Of Action
1	South Archer Avenue, between West Cermak Road and South Wallace Street (eastbound)	Tow-away zone
1	North side alley exiting onto West Ohio Street, between North Armour Street and North Ashland Avenue	Single direction -- northerly
10	At 13145 South Houston Avenue	Parking prohibited at all times (except for handicapped)
10	At 9534 South Euclid Avenue	Parking prohibited at all times (except for handicapped)
12	West 28th Street and South California Avenue	Automatic traffic control signal
22	North/south alley immediately south of West Cermak Road, between South Sawyer Avenue and South Kedzie Avenue	Single direction -- southerly
25	At 1700 South Desplaines Street	Speed limitation -- twenty miles per hour
25	At 2658 West 21st Street	Parking prohibited at all times

Ward	Location	Type Of Action
29	At 5600 West Corcoran Place	Parking limited -- two hours -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday
31	At 1143 North Lawndale Avenue	Parking prohibited at all times
39	West Peterson Avenue for eastbound traffic at North Kedvale Avenue	"No Left Turn" signs
39	North Leader Avenue and North Caldwell Avenue	Automatic traffic control signals
40	At 6047 North Rockwell Street, alongside on West Glenlake Avenue at 2555	Parking prohibited at all times (except for handicapped)
43	North Lincoln Park West (west side) 40 feet north of West Dickens Avenue, to a point 30 feet north thereof	Loading zone
47	At 4523 North Western Avenue	Parking prohibited at all times (except for handicapped)
47	At 5024 North Paulina Street (west side)	Parking prohibited at all times
50	North Campbell Avenue alongside 2459 West Devon Avenue	Removal of parking meters

October 14, 1992.

Ward	Location	Type Of Action
9	At 10526 South Indiana Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
24	In the 1600 block of South Avers Avenue, including the alley between South Avers Avenue and South Springfield Avenue	Close to traffic
24	In the 1400 block of South Albany Avenue	Close to traffic
25	In the 2000 block of South Western Avenue	Parking limited -- one hour -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday
26	At 1806 North Richard Street	Parking prohibited at all times (except for handicapped)
31	At 1817 North Keeler Avenue	Parking prohibited at all times
35	East/westbound on West Wolfram Street at North Central Park Avenue	"Stop" sign
36	At West Grand Avenue and North Oak Park Avenue	Arrow signals
36	At 2941 North Parkside Avenue	Amend parking prohibited at all times (except for handicapped)
40	At 5639 North Campbell Avenue	Parking prohibited at all times (except for handicapped)
42	North Wabash Avenue (east side) from East Pearson Street to East Chestnut Street	Amend residential parking
42	East Chestnut Street (north side) from North State Street to North Wabash Avenue	Amend residential parking

Ward	Location	Type Of Action
42/43	Citywide	Amend Municipal Code Section 4-208-080 (rules and regulations -- valet parking)
44	North Halsted Street (both sides) between West Belmont Avenue and West Addison Street	Amend parking meters

November 6, 1992.

Ward	Location	Type Of Action
5	At 1233 East 55th Street	Parking prohibited at all times (except for handicapped)
12	At 3225 West Pershing Road (south side) from South Kedzie Avenue west to 40 feet west of second driveway	Tow-away zone
12	At 3301 West Pershing Road	Tow-away zone
28	Citywide	Resolution urging Illinois General Assembly to disallow motor vehicle purchases by persons without valid drivers licenses
36	West Schubert Avenue and North Narragansett Avenue	Automatic traffic control signals
44	North Halsted Street (both sides) between West Belmont Avenue and West Addison Street	Parking meters

November 24, 1992.

Ward	Location	Type Of Action
8	In the 7800 block of South Bennett Avenue (both sides)	Residential parking
11	At 1703 West 35th Street	Parking prohibited at all times (except for handicapped)
11	At 3201 South Wells Street	Parking prohibited at all times (except for handicapped)
12	At 3621 South Wolcott Avenue (from 2441 West 46th Place)	Relocate parking prohibited at all times (except for handicapped)
13	Citywide	Municipal Code amendment that first parking violation notices dated more than one year after violation date be free of penalties
13	At 5800/5900 South Kenton Avenue (east side)	Parking prohibited at all times
23	South Melvina Avenue, from West 63rd Street to the first alley north thereof	Amend parking prohibited during specified hours -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday
23	South Kolin Avenue (both sides) from South Archer Avenue to the first alley south thereof	Amend parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday
24	South Springfield Avenue and West 19th Street	"Stop" sign
36	East/westbound on West Palmer Street at North Sayre Avenue	"Stop" sign
36	East/westbound on West Roscoe Street at North Ozanam Avenue	"Stop" sign
42	At 230 West Kinzie Street	Loading zone/tow-away zone (valet service)

December 9, 1992.

Ward	Location	Type Of Action
1	In the 800, 900, 1000 and 1100 blocks of South Plymouth Court	Residential parking
1	In the 800, 900, 1000 and 1100 blocks of South Park Terrace	Residential parking
1	West 9th Street, between South Clark Street and South State Street	Residential parking
1	West 11th Street, between South Clark Street and South Plymouth Court	Residential parking
11	At 3621 South Wolcott Avenue	Parking prohibited at all times (except for handicapped)
28	In the 200 block of South Francisco Avenue	Permit parking
40	North Virginia Avenue, from West Bryn Mawr Avenue to West Foster Avenue	Amend single direction -- southerly
50	West/eastbound traffic at West Touhy Avenue and North Kedzie Avenue	Turn signals

December 15, 1992.

Ward	Location	Type Of Action
44	At 5500 West Barry Avenue	Removal of parking meters

December 21, 1992.

Ward	Location	Type Of Action
26	At 2738 North California Avenue	Parking prohibited at all times (except for handicapped)
42	West Goethe Street, between North Clark Street and North LaSalle Street	Parking prohibited at all times (except for handicapped)

Year 1993.

January 12, 1993.

Ward	Location	Type Of Action
3	At 5547 South Emerald Avenue	Parking prohibited at all times (except for handicapped)
25	At 2834 West Cermak Road	Loading zone
32	North Halsted Street, from West Kinzie Street to the Chicago River	Truck routes
32	West Fullerton Avenue, from North Western Avenue to the Kennedy Expressway	Truck routes
35	North Avondale Avenue (both sides) between North Kedvale Avenue and West Addison Street	Meter area

Ward	Location	Type Of Action
44	North Seminary Avenue (both sides) between West Diversey Parkway and West Belmont Avenue	Residential parking
44	West Wolfram Street (both sides) between North Halsted Street and North Racine Avenue	Residential parking

February 10, 1993.

Ward	Location	Type Of Action
1	South Wood Street (east side) between West Roosevelt Road and West Taylor Street	Removal of parking meters
1	In the 700 block of South Ashland Avenue	Residential parking
1	In the 600 block of South Ashland Avenue	Residential parking
14	South Homan Avenue (west side) from South Archer Avenue to the first alley south thereof	Service drive
35	North Spaulding Avenue (west side) between North Milwaukee Avenue and West Schubert Avenue	Amend parking prohibited at all times
39	In the 4000/4100 blocks of West Ainslie Street	Residential parking
47	North Ashland Avenue (east side) between West Addison Street and West Wilson Avenue	Amend parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. -- Tuesday (street cleaning)

March 26, 1993.

Ward	Location	Type Of Action
8	At 7952 South Chappel Avenue	Parking prohibited at all times (except for handicapped)
10	East 105th Street and South Torrence Avenue	"Four-Way Stop" sign
19	North/south bound traffic on West 90th Street at South Leavitt Street	"Stop" sign
19	At 10255 South Hoyne Avenue	Parking prohibited during specified hours -- 8:00 A.M. to 10:00 A.M.
19	At 11261 South Homewood Avenue	Parking prohibited at all times (except for handicapped)
24	At 1942 South Drake Avenue	Amend parking prohibited at all times (except for handicapped)
36	At 7859 West Cahill Terrace	Parking prohibited at all times (except for handicapped)
36	At 6327 West Grand Avenue	Parking prohibited at all times
38	West Berteau Avenue (south side) from North Lockwood Avenue to North Long Avenue	Amend residential parking
39	At 4600 through 4652 North Hamlin Avenue	Residential parking
40	At 2938 West Summerdale Avenue	Parking prohibited at all times (except for handicapped)
42	West Burton Place (both sides) from North LaSalle Street west to the dead end	Amend residential parking

Ward	Location	Type Of Action
46	West Lawrence Avenue (north side) from North Sheridan Road to North Clark Street	Repeal rush hour signs
46	West Lawrence Avenue (south side) from North Sheridan Road to North Clark Street	Repeal rush hour signs
46	North/southbound traffic on North Broadway at West Belle Plaine Avenue	"Stop" sign
50	At 2741 West Pratt Avenue	Parking prohibited at all times (except for handicapped)
50	West Pratt Avenue and North Campbell Avenue	"Three-Way Stop" signs

April 22, 1993.

Ward	Location	Type Of Action
6	East 74th Street (alongside 7358 South Cottage Grove Avenue) from the first alley west of South Cottage Grove Avenue, to a point 50 feet east thereof	Parking prohibited at all times (except for handicapped)
8	At 8921 South Phillips Avenue	Parking prohibited at all times (except for handicapped)
22	At 4300/4400 South Lamon Avenue	Parking limited -- two hours
22	At 4300/4400 South Laporte Avenue	Parking limited -- two hours

Ward	Location	Type Of Action
22	South Laporte Avenue, from West 44th Place to West 45th Street	Parking limited -- two hours
22	At West 44th Place, from South Laverne Avenue to South La Crosse Avenue	Parking limited -- two hours
22	South La Crosse Avenue, from West 44th Street to West 44th Place	Parking limited -- two hours
22	At West 44th Street, from South Cicero Avenue to South Laverne Avenue	Parking limited -- two hours
28	At 4217 West Wilcox Street	Parking prohibited at all times (except for handicapped)
30	At 4337 North Kenneth Avenue	Parking prohibited at all times (except for handicapped)
31	North Kostner Avenue, from West Fullerton Avenue to West Belmont Avenue	Weight limitation -- five tons
39	At 4538 North Spaulding Avenue	Parking prohibited at all times (except for handicapped)
39	At 4745 North Lowell Avenue	Parking prohibited at all times (except for handicapped)
41	At 6236 West Holbrook Avenue	Parking prohibited at all times (except for handicapped)
42/43	West and East North Boulevard (both sides) from North Clark Street to North Lake Shore Drive	Residential parking
42/43	West and East Burton Place (both sides) from North Clark Street to North Lake Shore Drive	Residential parking

Ward	Location	Type Of Action
42/43	West and East Schiller Street (both sides) from North Clark Street to North Lake Shore Drive	Residential parking
42/43	West and East Goethe Street (both sides) from North Clark Street to North Lake Shore Drive	Residential parking
42/43	North Dearborn Street (both sides) from West Goethe Street to West North Boulevard	Residential parking
42/43	North Dearborn Street (both sides) from 1220/1221 North Dearborn Street to West Goethe Street	Residential parking
42/43	North State Parkway (both sides) from Scott Street to North Boulevard	Residential parking
42/43	North Astor Street (both sides) from East Division Street to East North Boulevard	Residential parking
42/43	North Stone Court (both sides) from East Division Street to East Goethe Street	Residential parking
42/43	East Banks Street (both sides) from North Astor Street to North Lake Shore Drive	Residential parking
43	Citywide	New section (vehicle sticker parking)
46	East/westbound traffic on West Lawrence Avenue at North Winthrop Avenue	"Stop" sign
46/48	North Broadway and West Ainslie Street	Traffic signal

Ward	Location	Type Of Action
46	North/southbound traffic on North Winthrop Avenue at West Lawrence Avenue	"Stop" sign

May 19, 1993.

Ward	Location	Type Of Action
1	At 1855 West Taylor Street	Parking prohibited at all times (except for handicapped)
1	West Taylor Street (north side) at South Wood Street	Parking prohibited at all times (except for handicapped)
1	At 1740 West Taylor Street	Parking prohibited at all times (except for handicapped)
1	At 1919 West Taylor Street	Parking prohibited at all times (except for handicapped)
4	North/southbound traffic on South Woodlawn Avenue at East 52nd Street	"Stop" sign
4	At 1401 East 55th Street	"No Parking Fire Lane" sign
5	At 6734 South Paxton Avenue	Parking prohibited at all times (except for handicapped)
5	At 1753 East 72nd Street	Parking prohibited at all times (except for handicapped)
8	In the 7700 block of South Ridgeland Avenue (both sides)	Amend residential parking
8	At 1101 East 93rd Street	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
11	At 2312 West 35th Street	Parking prohibited at all times (except for handicapped)
18	In the 8100 block of the north/south alley between South Elizabeth Street and South Racine Avenue	Single direction -- northerly
19	East side of South Hale Avenue, from East 106th to East 107th	Residential parking
21	South Bishop Street, from the first alley south of West 87th Street to West 88th Street	Weight limitation -- five tons
34	At 222 West 110th Street	Parking prohibited at all times (except for handicapped)
34	At 349 West 108th Street	Parking prohibited at all times (except for handicapped)
34	At 11706 South Halsted Street	Parking prohibited at all times (except for handicapped)
39	Southwest corner of North Christiana Avenue just south of West Bryn Mawr Avenue	Removal of parking meters
40	6306 North Hermitage Avenue	Parking prohibited at all times (except for handicapped)
48	Southbound traffic on North Sheridan Road at West Hollywood Avenue	No left turn
48	1500 North Greenview Avenue	Amend parking prohibited during specified hours (except for handi- capped)

June 9, 1993.

Ward	Location	Type Of Action
5	At 6754 South Cornell Avenue	Parking prohibited at all times (except for handicapped)
8	At 9246 South Constance Avenue	Parking prohibited at all times (except for handicapped)
11	At 832 West 34th Street	Parking prohibited at all times (except for handicapped)
13	Citywide	Municipal Code amendment to require prior aldermanic approval for changes in movement of traffic
17	At 7158 South Morgan Street	Parking prohibited at all times (except for handicapped)
18	South Kostner Avenue, from 50 feet north of West 83rd Street, to a point 25 feet north thereof	Parking prohibited at all times (except for handicapped)
18	At 2914 West 83rd Street	Parking prohibited at all times (except for handicapped)
22	At 2613 South Springfield Avenue	Parking prohibited at all times (except for handicapped)
22	At 2822 South Kostner Avenue	Parking prohibited at all times (except for handicapped)
22	At 4418 West 28th Street	Parking prohibited at all times (except for handicapped)
28	At 4209 West Adams Street	Parking prohibited at all times (except for handicapped)
38	At 6324 West School Street	Parking prohibited at all times (except for handicapped)
40	At 2803 West Berwyn Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
41	In the 6400 block of North Ogallah Avenue (east side)	Residential parking
42	At 17 East Goethe Street	Parking prohibited at all times (except for handicapped)
42	North Michigan Avenue and upper East Randolph Street	"No Outlet" signs
45	At 4850 North Linder Avenue	Parking prohibited at all times (except for handicapped)
46	At 819 West Bradley Place	Parking prohibited at all times (except for handicapped)
46	North Sheridan Road, between West Irving Park Road and West Leland Avenue	Removal of winter regulations

June 23, 1993.

Ward	Location	Type Of Action
2	At 444 East 42nd Street	Parking prohibited at all times (except for handicapped)
6	At 7951 South Evans Avenue	Parking prohibited at all times (except for handicapped)
8	At 8104 South Cornell Avenue	Parking prohibited at all times (except for handicapped)
10	At 2126 East 96th Place	Parking prohibited at all times (except for handicapped)
10	At 10437 South Avenue O	Parking prohibited at all times (except for handicapped)
11	At 3738 South Wallace Street	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
11	At 3346 South Carpenter Street	Parking prohibited at all times (except for handicapped)
11	At 3345 South Hoyne Avenue	Parking prohibited at all times (except for handicapped)
12	At 4041 South Artesian Avenue	Parking prohibited at all times (except for handicapped)
13	At 7821 South Christiana Avenue	Parking prohibited at all times (except for handicapped)
15	At 6700 South Paulina Street	Parking prohibited at all times (except for handicapped)
16	At 6008 South Morgan Street	Parking prohibited at all times (except for handicapped)
17	At 6606 South Bishop Street	Parking prohibited at all times (except for handicapped)
21	At 1417 West 110th Street	Parking prohibited at all times (except for handicapped)
21	At 8924 South Elizabeth Street	Parking prohibited at all times (except for handicapped)
21	At 8829 South Loomis Street	Parking prohibited at all times (except for handicapped)
22	At 2739 South Drake Avenue	Parking prohibited at all times (except for handicapped)
24	At 1104 South Whipple Street	Parking prohibited at all times (except for handicapped)
24	At 3123 West 15th Street	Parking prohibited at all times (except for handicapped)
25	At 2644 West 22nd Place	Parking prohibited at all times (except for handicapped)
26	At 1714 North Artesian Avenue (from 1722 North Artesian Avenue)	Relocate parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
26	At 2637 West Altgeld Street	Parking prohibited at all times (except for handicapped)
27	At 2835 West Jackson Boulevard	Parking prohibited at all times (except for handicapped)
28	At 3516 West Adams Street	Parking prohibited at all times (except for handicapped)
29	At 1046 North Mayfield Avenue	Parking prohibited at all times (except for handicapped)
30	At 2137 North Lockwood Avenue	Parking prohibited at all times (except for handicapped)
31	At 2128 North Latrobe Avenue	Parking prohibited at all times (except for handicapped)
31	At 3054 North Keating Avenue	Amend parking prohibited at all times (except for handicapped)
31	At 2227 North Lavergne Avenue	Parking prohibited at all times (except for handicapped)
32	At 1747 West Barry Avenue	Parking Prohibited at all times (except for handicapped)
36	At 1657 North Melvina Avenue	Parking prohibited at all times (except for handicapped)
38	At 4919 West Newport Avenue	Amend parking prohibited at all times (except for handicapped)
39	At 4843 North Keeler Avenue	Amend parking prohibited at all times (except for handicapped)
44	At 1239 West Oakdale Avenue	Amend parking prohibited at all times (except for handicapped)
45	At 4539 North Lowell Avenue	Amend parking prohibited at all times (except for handicapped)
50	At 6716 North Seeley Avenue	Parking prohibited at all times (except for handicapped)

July 14, 1993.

Ward	Location	Type Of Action
1	South Ada Street, at the south property line of West Cabrini Street	Repeal of close to traffic
10	At 11054 South Avenue O	Amend parking prohibited at all times (except for handicapped)
11	South Gratten Avenue, from 3034 to 3052	Close to traffic
11	At 3306 South Seeley Avenue	Amend parking prohibited at all times (except for handicapped)
12	At 1551 West 46th Street	Removal of parking meters
25	At 1521 West 18th Place	Parking prohibited at all times (except for handicapped)
36	At 3322 North Ozark Avenue	Amend parking prohibited at all times (except for handicapped)
41	At 6756 North Harlem Avenue	Service drive/diagonal parking
42	At 132 East Delaware Place	Tow-away zone/loading zone (valet services)

August 4, 1993.

Ward	Location	Type Of Action
5	At 6056 South Dorchester Avenue	Parking prohibited at all times (except for handicapped)
8	At 8521 South Maryland Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
13	Citywide	Municipal Code amendment restricting railroad corporations operating in city to permit trains in excess of 50 cars
24	South Trumbull Avenue, from West Ogden Avenue to West Cermak Road (1900/2100 south)	Weight limitation -- 5 tons
40	North Lincoln Avenue, from a point 105 feet south of West Catalpa Avenue to a point 25 feet south thereof	Loading zone
41	8711 West Catherine Avenue	Parking prohibited at all times (except for handicapped)
42, 43 and 44	Citywide	Amend Municipal Code Section 9-64-090 (residential parking)

September 15 1993.

Ward	Location	Type Of Action
1	The second east/west alley north of West Grand Avenue bounded by West Grand Avenue on the south, West Ohio Street on the north, North May Street on the west and the Kennedy Expressway on the east, at the North May Street entrance	Close to traffic
1	East/west alley north of West Taylor Street and south of West Arthington Street, bounded by South Loomis Street on the west and the first alley on the east	Close to traffic

Ward	Location	Type Of Action
1	West Superior Street, from North Paulina Street through North Wolcott Avenue	Residential parking
26	At 2856 West Palmer Street	Parking prohibited at all times (except for handicapped)
30	At 3508 North Kilpatrick Avenue	Parking prohibited at all times (except for handicapped)
38	At 3819 North Oketo Avenue	Parking prohibited at all times (except for handicapped)
41	At 7411 West Myrtle Avenue	Parking prohibited at all times (except for handicapped)
46	At 3532 North Pine Grove Avenue	Parking prohibited at all times (except for handicapped)

October 7, 1993.

Ward	Location	Type Of Action
1	City Hall	Erection and maintenance fees for honorary street name signs
11	At 2737 South Hillock Avenue	Parking prohibited at all times (except for handicapped)
13	South Kilbourn Avenue (both sides) from the alley south of West 63rd Street to West 64th Street	Residential parking
13	West 64th Street (north side) from South Kilbourn Avenue east to the first alley	Residential parking
14	At 4624 South Komensky Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
21	In the 9500 block of South Perry Avenue	Residential parking
29	At 5252 West Harrison Street	Parking prohibited at all times (except for handicapped)
39	Westbound traffic on West Peterson Avenue turning southwesterly onto North Rogers Avenue	Left turn arrow
40	Citywide	Municipal Code amendment setting miles per hour limit for mobile food dispensers with music and allowing 30 seconds of music when stopped
47	At 3855 North Seeley Avenue	Amend parking prohibited at all times (except for handicapped)

November 5, 1993.

Ward	Location	Type Of Action
2	East 31st Street, from South State Street to Moe Street	Parking prohibited -- trucks
21	In the 9500 block of South Perry Avenue (both sides)	Residential parking
28	At 3638 West Lexington Street	Parking prohibited at all times (except for handicapped)
32	At 2162 North Bell Avenue	Amend parking prohibited at all times (except for handicapped)

November 10, 1993.

Ward	Location	Type Of Action
1	At 21 North Garland Court (east side)	Loading zone/tow-away zone
11	At 4539 South Union Avenue	Parking prohibited at all times (except for handicapped)
13	At 6001 South Knox Avenue	Parking prohibited during specified hours -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday

December 1, 1993.

Ward	Location	Type Of Action
11	At 1133 West 35th Street	Loading zone
42	East Cedar Street and North Lake Shore Drive	Automatic traffic control signals

December 15, 1993.

Ward	Location	Type Of Action
32	Northeast corner of West Wellington Avenue at North Honore Street	"Stop" sign

*Year 1994**January 12, 1994.*

Ward	Location	Type Of Action
13	Citywide	Amendment to exempt handicapped drivers from residential parking permit fee when they have their own legally designated handicapped space
19	On east/west sides of South Homewood Avenue, from West Pryor Avenue to West Monterey Avenue	Parking prohibited during specified hours
24	At 3018 -- 3020 West Cermak Road	Loading zone
31	At 2240 North Hamlin Avenue	Parking prohibited at all times (except for handicapped)
38	On West Addison Street and North Laramie Avenue	Add left turn signal to automatic traffic control signal
48	At 1055 West Granville Avenue (sign to be installed at 6165 North Winthrop Avenue)	Parking prohibited at all times (except for handicapped)

February 9, 1994.

Ward	Location	Type Of Action
11	At 1028 West 32nd Street	Parking prohibited at all times (except for handicapped)
13	At 3941 West 71st Street (sign to be installed on South Harding Avenue)	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
23	West 57th Street and South Meade Avenue (one-way -- southerly)	"Three-Way Stop" signs
42	At 440 North State Street	Loading zone/tow-away zone
46	West Irving Park Road (north side) between North Marine Drive and North Sheridan Road	Amend winter regulations

March 2, 1994.

Ward	Location	Type Of Action
6	West 71st Street and South Vincennes Avenue	Automatic traffic control signals
7	At 7819 South Colfax Avenue	Parking prohibited at all times (except for handicapped)
13	Residential streets within the 13th Ward	Amendment for snow plowing
23	South Lawler Avenue, from West 50th Street to South Archer Avenue	Amend single direction by striking: South Archer Avenue and inserting: West 52nd Street
41	In the 7300 block of West Higgins Avenue	Amend residential permit parking to include 7327 West Higgins Avenue
42	West Division Street and North Sedgwick Street	Automatic traffic control signal

March 23, 1994.

Ward	Location	Type Of Action
7	At 8029 South Escanaba Avenue	Parking prohibited at all times (except for handicapped)
11	At 3029 South Parnell Avenue	Parking prohibited at all times (except for handicapped)
13	Citywide	Amendment of Municipal Code to restore penalty for trains blocking city streets over five minutes
23	West 59th Street (north side) from South Newcastle Avenue to the first alley west thereof	Amend Residential Parking Zone 30
44	At 862 West Newport Avenue	Parking prohibited at all times (except for handicapped)

April 13, 1994.

Ward	Location	Type Of Action
20	At 6359 South Eberhart Avenue	Parking prohibited during specified hours -- 6:00 P.M. to 9:00 P.M. -- Wednesday
23	South Normandy Avenue (west side) from Archer Avenue to the first alley south thereof	Service drive/diagonal parking
25	At 1951 West 19th Street	Parking prohibited at all times (except for handicapped)
40	In the 6400, 6500 and 6600 blocks of North Glenwood Avenue, between West Devon Avenue and West North Shore Avenue	Residential parking

Ward	Location	Type Of Action
40	In the 1200 block of West Loyola Avenue (south side) from North Sheridan Road to North Lakewood Avenue	Residential parking
40	In the 1300 block of West Loyola Avenue, from North Lakewood Avenue to North Glenwood Avenue	Residential parking
40	In 1300 block of West Albion Avenue, from North Lakewood Avenue to North Glenwood Avenue	Residential parking
40	In the 1300 block of West North Shore Avenue, from North Lakewood Avenue to North Glenwood Avenue	Residential parking

May 4, 1994.

Ward	Location	Type Of Action
CC	At 4628 South La Crosse Avenue	Parking prohibited at all times (except for handicapped)
CC	South Keating Avenue (both sides) from the corner to the first alley north thereof	Removal of residential parking signs
CC	Alongside 5359 South Nashville Avenue	Residential parking
8	For northbound traffic on South Cregier Avenue, at East 77th Street	"Stop" signs

Ward	Location	Type Of Action
10	At 9908 South Avenue J	Parking prohibited at all times (except for handicapped)
21	On South Emerald Avenue (one-way/southerly) at West 82nd Street	"Stop" signs
26	At 1576 North Milwaukee Avenue	Loading zone (valet parking)
42	North Rush Street (west side) between East Huron and East Erie Streets	Handicapped parking (two per-cent)
42	At 618 South Michigan Avenue	Handicapped parking (two per-cent)
46	West Windsor Avenue, from North Clarendon Avenue to 170 feet west thereof	Tow-away zone

May 18, 1994.

Ward	Location	Type Of Action
13	South Kilpatrick Avenue (both sides) from West 60th Street north to the railroad tracks	Residential parking
35	At 4008 West Addison Street	Parking prohibited at all times (except for handicapped)
39	On North Drake Avenue (both sides) from West Lawrence Avenue to the first alley south thereof	Parking meters
42	At North LaSalle Boulevard	Municipal Code amendment to Section 9-72-020 (operation of vehicles restricted)

June 16, 1994.

Ward	Location	Type Of Action
10	East 100th Street and South Avenue M	"Four-Way Stop" signs
13	Citywide	Amendment to create special tax for parking lots located within 125 feet of transit stations or terminals
15	South California Avenue (both sides) from West 67th Street to West 69th Street	Parking prohibited
38	North Laverne Avenue (both sides) between 3315 and 3325 and the corner building at 5001 West Henderson Street	Residential parking
38	North Laverne Avenue, between 3432 and 3500	Residential parking
39	West Foster Avenue (north side) from North Kimball Avenue to North Kedzie Avenue	Parking meters
42	North Dearborn Street (east side) between West Grand Avenue and West Ohio Street	Parking meters
42	Within the 42nd Ward	Municipal Code amendment of Section 9-48-090 (motorcycles and motor driven cycles, driving prohibited on certain streets during certain hours)
43	At 2217 North Wayne Avenue	Parking prohibited at all times (except for handicapped)
43	At 1157 West Lill Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
45	North Leclaire Avenue, for northbound traffic at the intersection of West Winona Street	"Stop" signs

July 13, 1994.

Ward	Location	Type Of Action
1	At 1800 South Prairie Avenue	Parking prohibited at all times (except for handicapped)
1	At 224 North Desplaines Street	Parking prohibited at all times (except for handicapped)
6	At 9115 South Williams Avenue	Parking prohibited at all times (except for handicapped)
8	Southbound traffic on South Greenwood Avenue at East 97th Street	"Stop" sign
15	West 63rd Street and South Talman Avenue	Automatic traffic control signals
17	South Yale Avenue, alongside 233 West 76th Street	Parking prohibited at all times (except for handicapped)
18	At 8031 South Ada Street	Parking prohibited at all times (except for handicapped)
19	West 105th Street, from South Oakley Avenue to the first alley east thereof	Parking prohibited at all times (except for handicapped)
21	For east/westbound traffic on West 99th Street at South Throop Street	"Two-Way Stop" signs

Ward	Location	Type Of Action
23	At 5257 South Parkside Avenue	Parking prohibited at all times (except for handicapped)
36	At 3747 North Oleander Avenue	Parking prohibited at all times (except for handicapped)
43	At 2008 North Seminary Avenue	Parking prohibited at all times (except for handicapped)
46	Citywide	Signs that state street has been tarred and could cause damage to cars
49	In the 6700 block of North Sheridan Road	Sell Residential Permit Parking Zone 56 permits
50	North Leavitt Street at the intersection of the first alley north of West Arthur Avenue	"Children At Play" signs
50	North Hamilton Avenue at the intersection of the first alley north of West Arthur Avenue	"Children At Play" signs
50	For east/westbound traffic in the first alley north of West Arthur Avenue at the intersection of North Bell Avenue	"Two-Way Stop" signs
50	For east/westbound traffic in the first alley north of West Arthur Avenue at the intersection of North Hamilton Avenue	"Two-Way Stop" signs
50	For east/westbound traffic in the first alley north of West Arthur Avenue at the intersection of North Leavitt Street	"Two-Way Stop" signs

Ward	Location	Type Of Action
50	For east/westbound traffic in the first alley north of West Arthur Avenue at the intersection of North Oakley Avenue	"Two-Way Stop" signs
50	For east/westbound traffic in the first alley north of West Arthur Avenue at the intersection of North Claremont Avenue	"Two-Way Stop" signs
50	Citywide	Municipal Code amendment prohibiting the use of earphones while operating motor vehicle, bicycle, motorcycle, moped, snowmobile or any other such vehicle upon the public way

August 3, 1994.

Ward	Location	Type Of Action
6	At 7329 South Michigan Avenue	Parking prohibited at all times (except for handicapped)
7	At 7939 South Kingston Avenue	Parking prohibited at all times (except for handicapped)
11	At 4345 South Artesian Avenue	Parking prohibited at all times (except for handicapped)
14	West 47th Street (north side) from South Francisco Avenue to South Rockwell Street	Parking prohibited at all times (except for handicapped)
15	Traffic turning off West 63rd Street onto South Western Avenue (northbound)	Adding left turn arrow to the traffic control signal

Ward	Location	Type Of Action
15	West 63rd Street and South Talman Avenue	Automatic traffic control signal
15	At 6443 South Fairfield Avenue	Parking prohibited at all times (except for handicapped)
15	At 6250 South Talman Avenue	Amend parking prohibited at all times (except for handicapped)
17	At 7951 South Yale Avenue	Parking prohibited at all times (except for handicapped)
17	At 6531 South Peoria Street	Parking prohibited at all times (except for handicapped)
19	At West 113th Street and South Western Avenue	Automatic traffic control signals
21	At 1341 West 98th Street	Parking prohibited at all times (except for handicapped)
21	At 444 West 97th Place	Parking prohibited at all times (except for handicapped)
22	At 4453 South La Crosse Avenue	Parking prohibited at all times (except for handicapped)
30	At 2648 North Monitor Avenue	Parking prohibited at all times (except for handicapped)
42	At 1034 West Polk Street	Tow-away zone (except for Handicapped Placard p463850)
42	North State Street and Superior Street	Automatic traffic control signals
42	North Dearborn Street and West Huron Street	Automatic traffic control signals
42	Business Districts	Municipal Code amendment prohibiting the use of roller skates or similar devices upon sidewalks in business districts
43	642 West Webster Avenue	Parking prohibited at all times (except for handicapped)

September 14, 1994.

Ward	Location	Type Of Action
1	At 201 South Columbus Drive	Handicapped loading zone/tow-away zone
7	At 8555 South Phillips Avenue	Parking prohibited at all times (except for handicapped)
8	At 7917 South Dobson Avenue	Parking prohibited at all times (except for handicapped)
10	At 2260 East 103rd Street	Parking prohibited at all times (except for handicapped)
11	West 49th Street, from South Union Avenue to South Halsted Street	Amend single direction
11	At 511 West 28th Street	Parking prohibited at all times (except for handicapped)
11	At 1614 West 38th Street	Parking prohibited at all times (except for handicapped)
14	At 5214 South Troy Street	Parking prohibited at all times (except for handicapped)
15	6523 South Fairfield Avenue, from 4848 South Michigan Avenue	Relocate parking prohibited at all times (except for handicapped)
22	At 4559 South Lawler Avenue	Parking prohibited at all times (except for handicapped)
23	At 4751 South Kilbourn Avenue	Parking prohibited at all times (except for handicapped)
23	At 6155 South McVicker Avenue	Parking prohibited at all times (except for handicapped)
25	At 2321 West 21st Street	Parking prohibited at all times (except for handicapped)
28	At 4710 West Huron Street	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
28	At 2826 West Polk Street	Parking prohibited at all times (except for handicapped)
29	At 161 North Austin Boulevard	Parking prohibited at all times (except for handicapped)
33	North Sacramento Avenue alongside 4055 on West Bell Avenue (south side)	Parking prohibited at all times (except for handicapped)
34	At 11311 South Laflin Street	Parking prohibited at all times (except for handicapped)
34	At 28 West 109th Street	Parking prohibited at all times (except for handicapped)
35	At 2718 North Albany Avenue	Parking prohibited at all times (except for handicapped)
35	At 3360 North Milwaukee Avenue (in the alley behind)	"Dumping In Alley Roadway Prohibited-- \$1,000 Penalty" signs
35	East/west alley of the 4100 block, between West Eddy Street and West Addison Street	"Scavenging Prohibited" signs
38	At 4214 North Parkside Avenue	Parking prohibited at all times (except for handicapped)
38	At 4347 West Roscoe Street (driveway)	Parking prohibited at all times (except for handicapped)
44	At 3237 North Seminary Avenue	Parking prohibited at all times (except for handicapped)
44	At 1424 West Melrose Street	Parking prohibited at all times (except for handicapped)
45	At 5336 West Cullom Avenue	Parking prohibited at all times (except for handicapped)

October 5, 1994.

Ward	Location	Type Of Action
1	At 1034 West Polk Street	Parking prohibited at all times (except for handicapped)
4	At 4125 South Berkeley Avenue	Parking prohibited at all times (except for handicapped)
5	At 7251 South Ridgeland Avenue	Parking prohibited at all times (except for handicapped)
5	East 74th Street, from South Kimber Avenue to South Stony Island Avenue	Single direction
6	At 512 East 90th Street	Parking prohibited at all times (except for handicapped)
8	At 7923 South Luella Avenue	Parking prohibited at all times (except for handicapped)
9	At 10100 South State Street	Parking prohibited at all times (except for handicapped)
10	At 10301 South Calhoun Avenue	Parking prohibited at all times (except for handicapped)
11	At 3257 South Carpenter Street	Parking prohibited at all times (except for handicapped)
11	At 538 West 44th Place	Parking prohibited at all times (except for handicapped)
14	At 6337 South Troy Street	Parking prohibited at all times (except for handicapped)
16	At 6142 South Bishop Street (relocate from 9036 South Langley Avenue)	Parking prohibited at all times (except for handicapped)
17	At 8007 South Vincennes Avenue	Parking prohibited at all times (except for handicapped)
20	At 6728 South St. Lawrence Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
21	At 8642 South Aberdeen Street	Parking prohibited at all times (except for handicapped)
21	At 427 West 96th Street	Parking prohibited at all times (except for handicapped)
22	At 2700 -- 2800 South Sawyer Avenue	Close to traffic on all school days
22	At 3219 South Ridgeway Avenue	Parking prohibited at all times (except for handicapped)
24	At 1619 South Komensky Avenue	Parking prohibited at all times (except for handicapped)
24	At 1240 South Spaulding Avenue	Parking prohibited at all times (except for handicapped)
24	At 1817 South Avers Avenue	Parking prohibited at all times (except for handicapped)
25	At 1932 West 22nd Place	Parking prohibited at all times (except for handicapped)
25	At 2239 South Wood Street	Parking prohibited at all times (except for handicapped)
27	At 1053 North Central Park Avenue	Parking prohibited at all times (except for handicapped)
28	At 213 North Kolmar Avenue	Parking prohibited at all times (except for handicapped)
28	At 127 North Karlov Avenue	Parking prohibited at all times (except for handicapped)
29	At 2133 North Monitor Avenue	Parking prohibited at all times (except for handicapped)
30	At 4228 North Keystone Avenue	Parking prohibited at all times (except for handicapped)
47	North Ashland Avenue (west side) just south of West Leland Avenue	Parking prohibited at all times (except for handicapped)

November 2, 1994.

Ward	Location	Type Of Action
4	At 1031 East 45th Street	Parking prohibited at all times (except for handicapped)
6	At 7820 South Champlain Avenue	Parking prohibited at all times (except for handicapped)
6	On East 74th Street at South Langley Avenue (stopping westbound traffic)	"Stop" signs
7	At 7440 South Phillips Avenue	Parking prohibited at all times (except for handicapped)
8	At 8908 South Cregier Avenue	Parking prohibited at all times (except for handicapped)
8	In the 8700 block of South Euclid Avenue (both sides)	Amend residential parking by adding: east side of East 88th Street to the first alley and west side of East 88th Street to the first alley (north side only)
8	At 7734 South Cornell Avenue	Parking prohibited at all times (except for handicapped)
8	At 7958 South Luella Avenue	Parking prohibited at all times (except for handicapped)
9	At 10100 South State Street	Parking prohibited at all times (except for handicapped)
10	At 10241 South Bensley Avenue	Handicapped loading zone
11	At 3317 South Union Avenue	Parking prohibited at all times (except for handicapped)
11	At 3844 South Parnell Avenue	Parking prohibited at all times (except for handicapped)
13	At 7735 South Spaulding Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
13	At 3603 West 68th Place	Parking prohibited at all times (except for handicapped)
14	South Western Avenue (east side) from West 51st Street to West 54th Street	Parking prohibited at all times (except for handicapped)
16	At 5434 South Seeley Avenue	Parking prohibited at all times (except for handicapped)
16	At 5943 South Ada Street	Parking prohibited at all times (except for handicapped)
18	At 8219 South Laflin Street	Parking prohibited at all times (except for handicapped)
19	At 11300 South Church Street	Parking prohibited at all times (except for handicapped)
21	At 322 West 90th Place	Parking prohibited at all times (except for handicapped)
22	At 4312 West 21st Street	Parking prohibited at all times (except for handicapped)
22	At 2407 South Drake Avenue	Parking prohibited at all times (except for handicapped)
22	At 4418 South Lavergne Avenue	Parking prohibited at all times (except for handicapped)
22	At 3041 South Springfield Avenue	Parking prohibited at all times (except for handicapped)
24	At 4818 West Van Buren Street	Parking prohibited at all times (except for handicapped)
27	At 911 North Monticello Avenue	Parking prohibited at all times (except for handicapped)
28	At 1230 North Springfield Avenue	Parking prohibited at all times (except for handicapped)
31	At 2215 North Karlov Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
35	West Parker Avenue (north side) from North Karlov Avenue to St. Paul and Pacific Railroad tracks	Service drive/diagonal parking
35	At 2536 North Bernard Street	Parking prohibited at all times (except for handicapped)
36	At 3330 North Page Avenue	Parking prohibited at all times (except for handicapped)
36	On West Medill Avenue (both sides) between North Nordica Avenue and North Neva Avenue	Residential parking
38	At 4549 North Meade Avenue	Parking prohibited at all times (except for handicapped)
38	At 5523 West Byron Street	Parking prohibited at all times (except for handicapped)
40	West Arthur Avenue, from North Ravenswood Avenue to North Clark Street	Directional signal
40	At 5849½ North Ridge Avenue	Parking prohibited at all times (except for handicapped)
41	At 8312 West Summerdale Avenue	Parking prohibited at all times (except for handicapped)
42	North Orleans Street, from West Wacker Drive to West Hubbard Street	Amend directional signal
43	Intersection of West Dickens Avenue, North Cleveland Avenue and North Lincoln Avenue	"Six-Way Stop" signs
47	In the 4100 block of North Claremont Avenue (both sides) and 2300 block of West Belle Plaine Avenue (north side)	Residential parking

Ward	Location	Type Of Action
50	At 3112 West Jarlath Street	Parking prohibited at all times (except for handicapped)

November 10, 1994.

Ward	Location	Type Of Action
3	At 5549 South Emerald Avenue	Parking prohibited at all times (except for handicapped)
7	Stopping southbound traffic at the intersection of East 78th and South Burnham Avenue	"Stop" signs
7	Stopping southbound traffic at the intersection of East 77th and South Saginaw Avenue	"Stop" signs
10	At 8843 South Buffalo Avenue	Parking prohibited at all times (except for handicapped)
11	At 3330 South Seeley Avenue	Parking prohibited at all times (except for handicapped)
21	At 9336 South Bishop Street	Parking prohibited at all times (except for handicapped)
23	At 3620 West 57th Place	Parking prohibited at all times (except for handicapped)
24	At 1521 South Central Park Avenue	Parking prohibited at all times (except for handicapped)
24	At 3825 West Polk Street	Parking prohibited at all times (except for handicapped)
24	At 1955 South Harding Avenue	Parking prohibited at all times (except for handicapped)
28	At 4030 West Washington Boulevard	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
30	In the 3800 block of North Tripp Avenue (both sides)	Amend residential parking
37	At 719 North Lorel Avenue	Parking prohibited at all times (except for handicapped)
49	At 1361 West Estes Avenue	Parking prohibited at all times (except for handicapped)
49	At 1365 West Estes Avenue	Parking prohibited at all times (except for handicapped)

November 16, 1994.

Ward	Location	Type Of Action
9	For north/southbound traffic on South Wallace Street at East 126th Street	"Two-Way Stop" signs
18	At 8134 South Albany Avenue	Parking prohibited at all times (except for handicapped)
30	On the west corner of West George Street at intersection of North Lavergne Avenue and West George Street	"Stop" sign
35	At 4306 North Pulaski Road	Parking prohibited at all times (except for handicapped)
36	At 3454 North Osage Avenue	Parking prohibited at all times (except for handicapped)
36	At 3864 North Ottawa Avenue	Parking prohibited at all times (except for handicapped)
36	At 3337 North Newcastle Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
38	Citywide	Municipal Code amendment to empower residents in residential parking zones to give citations to offending vehicles
41	At 5917 North Nina Avenue near North Nickerson Avenue	Handicapped parking
47	At 4138 North Bell Avenue	Parking prohibited at all times (except for handicapped)
48	At 1415 West Balmoral Avenue	Parking prohibited at all times (except for handicapped)

November 30, 1994.

Ward	Location	Type Of Action
3	At 435 East 42nd Place	Parking prohibited at all times (except for handicapped)
5	At 7222 South Jeffery Boulevard	Parking prohibited at all times (except for handicapped)
6	At 649 East 92nd Street	Parking prohibited at all times (except for handicapped)
8	At 7958 South Euclid Avenue	Parking prohibited at all times (except for handicapped)
10	At 10237 South Bensley Avenue	Parking prohibited at all times (except for handicapped)
11	At 441 West 44th Street	Parking prohibited at all times (except for handicapped)
13	At 7735 South Spaulding Avenue	Parking prohibited at all times (except for handicapped)
13	At 6718 South Kilbourn Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
13	At 6207 South Parkside Avenue	Parking prohibited at all times (except for handicapped)
20	At 5937 South Indiana Avenue	Parking prohibited at all times (except for handicapped)
23	At 4848 South Kildare Avenue	Parking prohibited at all times (except for handicapped)
23	At 5629 South Parkside Avenue	Parking prohibited at all times (except for handicapped)
23	At 5054 South Kostner Avenue	Parking prohibited at all times (except for handicapped)
23	At 5423 South New England Avenue	Parking prohibited at all times (except for handicapped)
26	In the 2400 block of West McLean Avenue	Residential parking
36	At 2224 North Knox Avenue	Parking prohibited all times (except for handicapped)
37	At 1048 North Leclaire Avenue	Parking prohibited at all times (except for handicapped)
37	At 1629 North Luna Avenue	Parking prohibited at all times (except for handicapped)
45	At 5501 West Agatite Avenue	Parking prohibited at all times (except for handicapped)
45	At 6154 North Moody Avenue	Parking prohibited at all times (except for handicapped)
45	At 5437 North Ludlam Avenue	Parking prohibited at all times (except for handicapped)
47	At 4446 North Hermitage Avenue	Parking prohibited at all times (except for handicapped)

Ward	Location	Type Of Action
48	West Foster Avenue, from North Sheridan Road to North Broadway and North Sheridan Road, from West Lakeside Place to West Foster Avenue	Remove all winter parking ban signs

December 21, 1994.

Ward	Location	Type Of Action
2	At 2058 West Monroe Street	Parking prohibited at all times (except for handicapped)
6	At 7410 South Calumet Avenue	Parking prohibited at all times (except for handicapped)
7	At 8643 South Manistee Avenue	Parking prohibited at all times (except for handicapped)
11	At 3632 South Wolcott Avenue	Parking prohibited at all times (except for handicapped)
11	South Archer Avenue and South Leavitt Street	Automatic traffic control signal
13	At 4136 West 58th Place	Parking prohibited at all times (except for handicapped)
13	At 3339 West 61st Place	Parking prohibited at all times (except for handicapped)
20	At 5433 South State Street (east side)	Repeal parking prohibited during specified hours
21	At 9812 South Emerald Avenue	Parking prohibited at all times (except for handicapped)
23	In the 5600 block of South Nagle Avenue (both sides)	Residential parking

Ward	Location	Type Of Action
26	At 2634 West Wellington Avenue	Parking prohibited at all times (except for handicapped)
26	At 1617 North Humboldt Boulevard	Parking prohibited at all times (except for handicapped)
29	At 1044 North Menard Avenue	Parking prohibited at all times (except for handicapped)
29	At 5237 West Jackson Boulevard	Parking prohibited at all times (except for handicapped)
34	At 12044 South Lowe Avenue	Parking prohibited at all times (except for handicapped)
35	At 3718 North Sawyer Avenue	Parking prohibited at all times (except for handicapped)
35	At 1827 North Mozart Street	Parking prohibited at all times (except for handicapped)
35	At 2030 North Spaulding Avenue	Parking prohibited at all times (except for handicapped)
35	At 2737 North Monticello Avenue	Parking prohibited at all times (except for handicapped)
37	At 933 North Lockwood Avenue	Parking prohibited at all times (except for handicapped)
40	At 2463 West Balmoral Avenue	Parking prohibited at all times (except for handicapped)
40	At 2136 West Berwyn Avenue	Parking prohibited at all times (except for handicapped)
42	West Delaware Place, from North Mies van der Rohe Way to North Rush Street (except for existing loading zones and cab stands)	Tow-away zone -- no stopping/no standing

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.

AMENDMENT OF TITLE 9, CHAPTER 112, SECTION 460 OF
MUNICIPAL CODE OF CHICAGO RELATING TO TAXICAB
RATES FOR TRANSPORTATION FROM CHICAGO
O'HARE INTERNATIONAL AIRPORT AND
CHICAGO MIDWAY AIRPORT TO
VILLAGE OF ELK GROVE,
ILLINOIS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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, amending Chapter 9-112 of the Municipal Code of Chicago relating to taxicab rates for transportation from Chicago O'Hare International Airport and Chicago Midway Airport to the Village of Elk Grove. This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-112-460 the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

9-112-460 Airport Service.

Every driver of a taxicab licensed by the city of Chicago as a public passenger vehicle, when at or upon the premises of the Chicago O'Hare International Airport or the Chicago Midway Airport and not otherwise engaged in the transportation of a person or persons, shall service the airports by transporting, when requested, any person from the airports to any suburb of the city of Chicago and the driver shall not charge more than the rate of transportation hereinafter set forth to such suburb. It shall be unlawful for a driver of a taxicab to refuse any person transportation from those airports. It shall be unlawful for any driver of any taxicab not licensed as such by the city of Chicago to solicit or accept for transportation any person or persons at or upon the premises of the airports for transportation within or without the city of Chicago; provided, however, that this provision shall not apply where the person at the airports desiring other taxicab service has personally or through his agent

previously by letter, telegram or telephone specifically engaged a suburban taxicab to transport him to any of the suburbs of the city of Chicago.

Nothing herein contained shall be construed to prohibit any public passenger vehicle from entering those airports to discharge passengers previously accepted outside the city of Chicago for that purpose.

The taxicab rates of maximum fares from those airports to the towns, villages, municipalities or unincorporated areas herein listed shall be those set forth in Section 9-112-510 of the Municipal Code of Chicago, as amended, from time to time. The towns, villages, municipalities or unincorporated areas to which the foregoing taxicab rates shall apply are as follows:

Bedford Park

Blue Island

Burnham

Calumet City

Calumet Park

Cicero

Des Plaines

Dolton

Elmwood Park

Elk Grove

Evanston

Evergreen Park

Forest View

Harwood Heights

Hines Hospital

Hometown

Lincolnwood

Marrionette Park

Niles

Norridge

Oak Lawn

Oak Park

Park Ridge

Riverdale

River Grove

Rosemont

Stickney

Summit

Transportation of any person or persons from those airports to any suburb or incorporated area not included in the foregoing list of towns, villages, municipalities or unincorporated areas shall be at the maximum meter fare as determined by the rates and charges set forth in Section 9-112-510 of the Municipal Code of Chicago plus an additional sum equal to 50 percent of said maximum meter fare.

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

**AUTHORIZATION FOR COLUMBUS-CABRINI MEDICAL CENTER
TO INSTALL, OPERATE AND MAINTAIN PRIVATE
INTEROFFICE TELECOMMUNICATIONS
SYSTEM IN PUBLIC WAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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, authorizing the Columbus-Cabrini Medical Center to install, operate and maintain a private interoffice telecommunications system in the public ways of the City of Chicago. This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems consisting of primarily fiber optic cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems in 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 interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, Columbus-Cabrini Medical Center (the "Grantee"), is an Illinois not-for-profit organization which is authorized and engaged in the endeavor of providing medical, educational and charitable services and activities; and

WHEREAS, Grantee wishes to receive from the City Council of the City of Chicago (the "City Council") permission and authority to construct, maintain and operate a two-way high-speed private line telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease; and

WHEREAS, Grantee's telecommunications system will be used solely to further the tax-exempt and/or not-for-profit or charitable purpose of Grantee and not for sale, resale, exchange or lease to Third Parties nor with the objective of generating revenues or profit; now, therefore,

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

SECTION 1. Definitions.

Section 1.1

"Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six and no/100 Dollars (\$6.00) per linear foot of Cable Conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes in the Public Ways of the City.

Section 1.2

"Authorized Routes" shall mean the linear routes within specified Public Ways which Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of operating, maintaining, renewing and repairing its System, as set forth in Exhibit 1 attached hereto and made a part hereof.

Section 1.3

"Cable Conduit" shall mean, on a per conduit basis, the per linear foot of conduit occupied or authorized to be occupied by Grantee's System along the Authorized Routes.

Section 1.4

"Cable Television System" shall mean (i) any system required to be franchised by the City pursuant to Section 4-280 of the Code in order to operate, 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 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 and (ii) a system considered a Cable Television System under Title VI of the Communications Act of 1934 or other applicable federal law.

Section 1.5

"Code" shall mean the Municipal Code of Chicago, as amended.

Section 1.6

"Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee to construct, install, operate or maintain Grantee's System.

Section 1.7

"Interoffice Telecommunications Services" or "Services" shall mean the transmission of primarily networked communication signals (including the collection, storage, forwarding, private switching and delivering of such signals point-to-point between separate locations within the System), provided that the term "Services" shall not include: (i) the provision of programming and other services that would constitute Grantee as a Cable Television System, (ii) the sale, resale, lease or exchange of telecommunications facilities or services to or with Third Parties, or (iii) the operation of a public switched network. The term "Services", as used herein, shall include the transmission and distribution of internal educational audio and visual programming described in Section 2.1.3. The limitation concerning "operation of a public switched network", as used

herein, shall not preclude, restrict or limit interconnection of the Grantee's Network to any public switched telephone network or other facility operated by a telecommunication carrier authorized by the State of Illinois and the City to operate such public switched network or facilities in the City.

Section 1.8

"Interoffice Telecommunications System" or "System" shall mean a system occupying 80 linear feet along the Authorized Routes, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and appurtenances; provided that no portion of a System shall constitute all or any portion of a Cable Television System, or shall be used to sell, resell, lease or exchange telecommunications services or facilities with Third Parties. Grantee's System is set forth in Exhibit 1.

Section 1.9

"Not-For-Profit Private Telecommunications System" or "System" shall mean a private network designed and operated by Grantee solely to provide Interoffice Telecommunications Services to Grantee's facilities for its use and not with the intent of generating profits, which System uses electromagnetic, including light transmission, all related instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that no portion of Grantee's System shall (i) constitute all or any portion of a Cable Television System, (ii) constitute a public switch network, or (iii) be used to sell, resell, lease or exchange Services or facilities to or with Third Parties.

Section 1.10

"Permitted Transferees" shall mean (i) a wholly-owned subsidiary of Grantee or (ii) a licensed Illinois not-for-profit hospital which becomes Grantee's parent corporation or successor in interest as a result of merger, acquisition or reorganization of Grantee.

Section 1.11

"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, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park,

parkway, waterway or other public right-of-way, including public utility easement or rights-of-way, 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 to the use thereof for the purpose of installing or maintaining Grantee's System.

Section 1.12

"Risk Management" shall mean the City Comptroller's Office of Risk Management.

Section 1.13

"Third Parties" shall mean any individual, partnership, corporation or entity other than Grantee.

SECTION 2. Grant Of Rights; Restrictions.

Section 2.1 Grant Of Rights.

Subject to Section 3.4, the City hereby grants to Grantee the non-exclusive right to operate and maintain its System, along the Authorized Routes, on the terms and conditions set forth herein, within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's public ways. This ordinance does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell Telecommunications Services to Third Parties. This ordinance does not authorize telecommunications facilities to be located in the Public Ways except the System described in Exhibit 1.

2.1.2

Grantee is expressly permitted to provide Interoffice Telecommunications Services subject to the following limitations: (1) Grantee's System facilities are dedicated for its internal use, (2) Grantee's operation of its System is not conducted for profit or with the objective of generating revenues or profits, and (3) Grantee does not operate or maintain a public switched network.

2.1.3

The granting of this ordinance and the exercise of any privileges thereunder does not waive or extinguish any rights the City may have to regulate or charge for portions of Grantee's System not located in the Authorized Routes which, in fact, are located in the Public Ways. This reservation obtains regardless of the original basis for permission for the installation of such portions of Grantee's System.

2.1.4 Right Of Renegotiation.

The City, acting through its Director of the Department of Revenue (the "Director"), reserves the right to renegotiate and amend any or all provisions of this ordinance at any time in any way consistent with fairness and equity in the event that, after review of the information provided by Grantee pursuant to Section 8.4, the Director shall determine that Grantee operates its System substantially for other than the not-for-profit or charitable purposes of the Grantee. Before requiring renegotiation and amendment of this ordinance pursuant to this section, the Director shall give the Grantee thirty (30) days prior written notice of its intention to require renegotiation and shall give Grantee the opportunity to appear before the Director to show cause why the ordinance should not be amended. After such meeting if the Director reaffirms the necessity of renegotiation, and no agreement is reached by the parties within six (6) months of the meeting, the Director may suspend or revoke the permit described in Section 11.2.

2.1.5 Right Of Termination.

The City may terminate Grantee's rights under the Agreement at any time if the City determines Grantee is, in fact, operating a Cable Television System or is operating its System for substantially other than the not-for-profit or charitable purposes of Grantee.

Section 2.2 Term And Expiration Date.

The term of this ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this ordinance by the City Council (the "Expiration Date").

Section 2.3 Interim And Expiration In The Absence Of Default Or Termination.

If, on the Expiration Date, Grantee shall not be in default under this ordinance 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 ordinance shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Director for a term not to exceed sixty (60) days after which time this ordinance shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

Section 2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Director determines such terms or such renewal are not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to approval, modification or rejection by the City Council in its sole discretion.

Section 2.5 Location Of Authorized Routes.

Grantee's System may extend for a total distance of 80 linear feet of Cable Conduit or approximately .015 miles along the Authorized Routes as set forth in Exhibit 1.

Section 2.6 Acts Or Omissions Of Other Entities.

During the term of this ordinance, Grantee (and not the City) shall be liable for any costs incurred by the City or Third Parties for damage to any City facilities in the Public Ways caused by the acts or omissions of any entity employed or otherwise authorized by Grantee when such entity is involved, directly or indirectly, in the installation, maintenance or operation of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

Section 3.1 Right Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other entity for use of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the 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 Grantee's rights and not unduly interfere with those rights.

Section 3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, upon notice given as provided in Section 3.3.2 the City may make use in the future of the Authorized Routes in which Grantee's System is located in a manner inconsistent with Grantee's use thereof; provided Grantee shall be given the opportunity, if feasible, to relocate its systems within the Public Way as provided in Section 3.3.2.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police or proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. Grantee acknowledges that the City has predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public 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 Authorized Routes for public transportation purposes. The permit referred to in Section 11.1 may be amended or revoked in whole or in part by the Director whenever the Director or the Commissioner of the Department of Transportation considers it necessary or advisable for a public purpose. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation provided advance notice is given and such removal or relocation is required for a proper public purpose. Upon thirty (30) days written notice to Grantee of partial or complete revocation of such permit from the Director, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. Said thirty (30) day period may be extended by the Director at his or her sole discretion. In the event that

Grantee does not remove, modify, replace or relocate its facilities as required by said notice within the thirty (30) day period (or extension thereof) described in the preceding sentence, the Director 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 upon demand. Grantee shall remove, replace or relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authority to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes 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 Services. 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. Upon receipt of such notice, City and Grantee shall provide for such removal or relocation as promptly as possible within such time frame as shall be reasonable and Grantee shall diligently proceed on such agreed-on basis. 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 abandoning the portion of its System to be removed or relocated and deleting such portion from the Authorized Routes. Any relocation or abandonment of Grantee's System pursuant to this Section 3.3.2 shall be conducted with the approval of the Director and shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this Ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

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 damage any part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate government authority and upon reasonable notice, depending on the circumstances, but not, in any case, less than thirty (30) days, 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 by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Transportation is authorized to regulate the amount of space used by Grantee's system and the size of the conduit system used or to be used by Grantee, as well as other physical characteristics of Grantee's System. In the event that the Commissioner of the Department of Transportation shall determine that any portion of Grantee's System, either planned or presently constructed, unduly burden any portion of the Public Ways, now or in the future, Grantee shall be required either to modify its 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 frame provided by the Commissioner of the Department of Transportation and the Code. Failure to comply with this Section 3.4 in a timely fashion shall be grounds for revocation of the permit described in Section 11.1.

SECTION 4. Change Of Control Or Transfer.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

Other than pursuant to a Permitted Transfer as hereinafter defined, the rights granted pursuant to this ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this ordinance or its ownership or operation of its System, or any portion thereof, through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or in any other manner transfer, lease or assign in any manner any conduit space occupied by its System, without prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease, assignment or other transfer not made according to the procedures set forth in Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease, assignment or other transfer in bulk of a major portion of the tangible assets of Grantee other than to a Permitted Transferee shall be considered a transfer subject to the provisions of this Section 4. Notwithstanding anything in this Section 4.1.1, Grantee may assign its rights under this Agreement to a Permitted Transferee without prior consent of the City Council; provided, however, that no later than thirty (30) days prior to the proposed assignment to a Permitted Transferee Grantee shall provide notice of such assignment and full disclosure to the Director of the Department of Revenue as to the nature of such

Permitted Transferee, and shall obtain such Director's consent to such assignment, which shall not be unreasonably refused.

4.1.2 Authorization By City Council.

Any transfer described in Section 4.1.1 shall be evidenced by a bill of sale or merger or reorganization or similar document, an executed copy of which shall be filed with the Director within thirty (30) days after any such transfer, provided, however, that the transferee must agree to comply with this ordinance and amendments thereto, and must be able to provide proof of its legal, technical, financial, and character qualifications as determined by the City and provide disclosure of ownership interests as required by Chapter 2-154-010, et seq. of the Code and provide such other certifications as the City shall require.

4.1.3 Disclosure Of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the Director, the Economic Disclosure Statement required by Chapter 2-154-010, et seq. of the Code. Grantee, or any transferee or assignee permitted hereunder, within thirty (30) days of any such transaction, shall file an amendment to the foregoing statement of ownership interest with the Director in the event ownership of ten percent (10%) or the right to control Grantee, is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the date of passage of this ordinance.

SECTION 5. Compensation.

Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Route the Annual Fee of \$480 on or prior to the anniversary date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee shall be payable within thirty (30) days after passage of this ordinance.

Section 5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for the use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from, and in addition to, any and all

federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

Section 5.4 Subsequent Action Affecting Compensation.

If during the term of this ordinance 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 Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.5 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for installation, repair, maintenance or operation of its 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, which fees include, but are not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

SECTION 6. Insurance And Indemnification.

Section 6.1 Insurance.

Prior to issuance of the permit described in Section 11.1 and at all times during the term of this ordinance, and thereafter, during such time as may be required to remove Grantee's System and restore the Authorized Routes to their prior condition, Grantee shall obtain, pay all premiums for, and file with Risk Management on the City's standard Certificate of Insurance form attached hereto as Exhibit 2, of the insurance coverages covering all risk associated with the installation, repair, maintenance, removal and operation of Grantee's System specified below:

(A) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any applicable jurisdiction, covering all employees who are to

provide a service under this ordinance and Employer's liability coverage with limits of not less than \$500,000 each accident or illness.

(B) Commercial Liability Insurance. (Primary And Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, independent contractors, cross liability, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Any self-insured retention provision must be approved in advance by Risk Management.

(C) Automobile Liability Insurance. (Primary And Umbrella)

When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's System, Automobile Liability Insurance shall be maintained with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(D) Professional Liability Insurance.

When any architects, engineers, or consulting firms or construction management firms perform work in connection with this ordinance, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than \$1,000,000. Coverage extension shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(E) 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 Contractor 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, and the self insurance program shall comply with at least the insurance requirements as stipulated above.

Section 6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to Risk Management and each insurance policy shall be satisfactory to Risk Management. Each insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both Risk Management and the Grantee, and Grantee shall in the event of any such notice, obtain, pay premiums for, and file with Risk Management written evidence of the issuance of any termination notice. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the ordinance have been fully met or that the insurance policies indicated on the certificates are in compliance with all the ordinance requirements. The failure of the City to obtain certificates or other insurance evidence from the Grantee shall not be deemed to be a waiver by the City. The Grantee shall advise all insurers of the ordinance provisions regarding insurance. Non-conforming insurance shall not relieve Grantee of its obligation to provide insurance as specified herein. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this ordinance. The City reserves the right to stop any work related to Grantee's System until proper evidence of insurance is furnished.

Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy pursuant to Section 6 or if Grantee's financial condition materially and adversely changes, Risk Management may, at any time, require that such other insurance policy provisions be replaced with such other insurance policy consistent with the requirements set forth in Section 6.

Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of Risk Management.

Section 6.5 City'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 inadequate, Risk Management reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days written notice to Grantee in order to ensure adequate protection for the City. Within sixty (60) days after such notice, Grantee shall increase such limits to an amount equal to or greater than the increased minimum amounts.

Section 6.6 Subcontractors.

The Grantee shall require all Contractors to carry the insurance required herein, or Grantee may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Section 6.7 Deductibles And Retentions.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Grantee or its Contractors.

Section 6.8 Waiver Of Subrogation.

Grantee and any of Grantee's Contractors agree that all insurers issuing coverage related to Section 6 shall waive rights of subrogation against the City, including its appointed and elected officials, representatives, agents and employees.

Section 6.9 No Excuse From Performance.

None of the provisions contained herein, nor the insurance policies required herein, shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies. Any insurance protection furnished by the Grantee hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the indemnity provisions of this ordinance.

Section 6.10 No Contribution.

Grantee expressly understands and agrees that any insurance or self insurance programs maintained by the City shall apply in excess of and

not contribute with insurance provided by the Grantee under the Agreement

Section 6.11 No Effect Of Indemnities.

The required insurance shall not be limited by any limitations expressed in the indemnifications language herein or any limitation placed on the indemnity therein given as a matter of law.

Section 6.12 Higher Coverages.

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.

Section 6.13 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its System and the Authorized Routes 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. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively referred to as "Claims") arising out of, caused by or directly resulting from the grant of rights pursuant to the ordinance and Grantee's installation, maintenance and operation of its System; provided that the Indemnified Parties may not be indemnified to the extent a court of final adjudication determines that a Claim or portion thereof has been caused by negligence of the City. The City shall have the right, at its option and at Grantee's expense to participate in the defense of any suit without relieving Grantee of any of its obligations under this section. The term "Claim" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmens' Compensation under Illinois law which the City is required to make and the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition of its acceptance, to understand and agree that the insurance required by Section 6 of this ordinance 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 Indemnified Parties, such as reasonable attorney fees, and

shall also include the reasonable value of any services rendered by the Corporation Counsel or his or her other assistants or any consultants, employees or agents of the City. The indemnities contained in this section shall survive the expiration or repeal of the ordinance.

SECTION 7. Construction And Installation Of Grantee's System.

Section 7.1 Construction And Maintenance Requirements And Standards.

7.1.1 In General.

Grantee shall construct, maintain and operate its 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 and City 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.

7.1.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) U.L. Code (latest edition).
- (B) Applicable provisions of the Code.
- (C) Written standards of the Department of Transportation and the Building Department applicable to Grantee's installation, operation and maintenance of its Systems.
- (D) Applicable provisions of the laws of the United States of America and the State of Illinois.

7.1.3 Construction And Installation Procedures.

(A) Permits. Grantee shall not access the Public Ways to construct, install or modify its System without prior approval of the Commissioner of the Department of Transportation, the issuance of a permit therefor and the payment of applicable permit fees. 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 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 System 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 19 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.

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.

7.1.4 "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. 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.

7.1.5 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, provided such use does not endanger patients, employees, and staff.

7.1.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not install any new, different or additional conduits or other facilities for its Systems without approval of the City and any other applicable governmental agency. If Grantee is using existing conduit owned by any other person, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning the existing conduit and any applicable tariffs.

7.1.7 Adjoining Property Owners.

All Grantee's System shall be 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 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 failure and accidents which are likely to cause damage, injuries or nuisance to the public. Suitable barricades, flags, lights or other devices shall be used at such time and placed as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of, or any specifically permitted or licensed use of, the Public Ways.

7.1.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's System will require an adjustment of the location of existing public and 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 adjustments as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction will be issued until the Commissioner of the Department of Transportation is satisfied that the requirements of this paragraph 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.

7.1.9 Electrical Permit.

All installation work for Grantee's System subject to Article XIV of the Code shall be performed by competent contractors licensed pursuant to Section 14-12-160, et seq. of the Code.

Section 7.2 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair the Public Ways, including any cartways, sidewalks, in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 7.3 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 the Commissioner's satisfaction.

Section 7.4 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of the Department of Transportation as to the 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 Authorized Routes contemplated in this ordinance from other applicable City departments (such as the Department of Streets and Sanitation and the Building Department) in a timely fashion when and as required.

SECTION 8. Inspection And Physical Audit.

Section 8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's System, including Grantee's telecommunications terminals. Grantee will accommodate the City's monitoring needs by providing the Department of Revenue and the Department of Transportation a map and the "as built" drawings required by Section 7.2.3 which Grantee shall update annually or indicate "no change" (as the case may be) and shall submit these documents to the City at the time of Grantee's payments of its Annual Fee. These documents submitted will identify the locations of all terminals and junction boxes,

and the linear footage of each portion of Grantee's System located in the Public Ways.

Section 8.2 Physical Audit.

In the event that the Director has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's System, then the Department of Revenue may send its own personnel, or hire an engineering firm of the Department's choice (the "City's Inspector"), to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines and establishes in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications, summaries, maps and drawings that Grantee has placed on file with the City pursuant to Sections 7.2.3, 7.2.4 and 8.1 of this ordinance, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 10), and shall pay to the Department, within thirty (30) days of Grantee's receipt of the Director's decision the costs and fees of the audit by the City Inspector as well as any required follow-up by the City's Inspector.

Section 8.3 Trespassing Facilities.

Any portion of Grantee's System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Director shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 10 hereof; and/or
- (C) Seek other remedies available to the City under the Code, this ordinance or under Illinois Law;

provided that the Director may waive for a period of thirty (30) days any such sanctions in the event he or she determines that (i) the trespass was inadvertent and (ii) Grantee is making a timely and reasonable effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. The Director may extend this thirty (30) day correction period for circumstances beyond the reasonable control of

Grantee, but only upon receipt and approval by the Director of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated.

Section 8.4 Annual Certifications.

Annually, on or before June 1, and commencing June 1, 1996, Grantee shall deliver to the Director a certificate substantially in the form of Exhibit 3, signed by an authorized officer of Grantee, stating that (A) Grantee has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switch network or operating a Cable Television System; and (B) the Grantee shall provide no Services for sale, re-sale, exchange or lease to any Third Party using Grantee's System located within the City.

SECTION 9. Repeal Of Privileges.

Section 9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed in accordance with the terms of this Agreement by the City Council, upon referral from the Mayor or on its own motion, at any time.

Section 9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its System and restore the Public Ways to the satisfaction of the Director and the Commissioner of the Department of Transportation and in accordance with this ordinance and the Code. In all cases, such facilities which are not removed within six (6) months 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 removed or abandoned, the Director shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 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 9.2.1, the City may remove or cause the removal of Grantee's System provided the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.

Section 10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee, therefore, shall pay the City the sum of One Hundred and no/100 Dollars (\$100.00) a day from the date of receipt of written notice of the violation and the expiration of the applicable grace or cure period described below until the violation is corrected or resolved to the City's reasonable satisfaction, which amount shall not be considered in the nature of a penalty. Such written notice is to be given to the parties set forth in Section 20.2 by certified mail. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance;
- (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 Transportation or the Building Department;
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after notice from the Director or the Department of Transportation to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1.

Notwithstanding anything set forth above in Section 10.1, in the event of the occurrence of any of the events described in Section 10.1(A), (B) or (C) above, with respect to removal and relocation not involving a risk to the public or the delay of a public purpose or project, Grantee shall be entitled to a grace period of fifteen (15) days in which to initiate action to cure or reverse any such event or occurrence and further provided that Grantee shall have provided the City with notice of the initiation of such action, facts to reasonably demonstrate to the City that Grantee is proceeding with reasonable diligence to pursue and conclude such action, and an estimated date of completion of such action, prior to the end of such

fifteen (15) day grace period. Upon approval of the Director, Grantee shall be entitled to an additional fifteen (15) day grace period in which to cure or reverse any such event or action. No liquidated damages shall accrue or be payable during such grace periods.

Section 10.2 Other Rights Of City.

The right of the Director to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 and the right of the Director under Section 11.2 to revoke the permit described in Section 11.1.

Section 10.3 No Waiver Of Rights.

The decision by the Director to forego the imposition of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section with respect to subsequent violations of this ordinance.

SECTION 11. Permit Needed.

Section 11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the Director and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof has been submitted to and approved by Risk Management, (iii) payment of the first year's Annual Fee of \$480.00 and the other amounts required in Section 5.1 have been made to the Department, and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of Transportation.

Section 11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, and of Section 7.4, the Director may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Director, in the exercise of his or her discretion, shall fail to comply with the provisions and conditions of this ordinance and the

Director, in exercise of his or her discretion, shall determine that revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the Director if the Director, in the exercise of his or her discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

Section 12.1 No Recourse.

Except as expressly provided in this ordinance or at law, Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance, relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

Section 12.2 Compliance With Applicable Laws.

In installing, operating and maintaining its 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, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws shall be considered part of this ordinance as set forth herein.

Section 12.3 Underground Facilities Agreement.

If the Commissioner of the Department of Transportation shall determine that it is in the public interest and so directs in writing, Grantee may apply for and, if accepted, enter into membership in any City-sponsored utility alert network for underground facilities ("C.U.A.N.").

Section 12.4 McBride Principles.

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 operating in Northern Ireland in accordance with the McBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

SECTION 13. Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, agent or employee of the City or other unit of government is employed by Grantee or has a personal financial or economic interest directly or indirectly in this ordinance or any contract or subcontract resulting therefrom or in the privileges to be granted hereunder 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 14. 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, Ill. Rev. Stat., Ch. 38, §33E-11 (1989), as amended, and under the Illinois Municipal Code, Ill. Rev. Stat., Ch. 24, §11-42-1 (1989) (1990 Supp.), attached hereto as Exhibit 4.

SECTION 15. 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 16. Business Documents And Disclosures Of Ownership Interests.

Grantee has provided copies of its latest articles of incorporation and bylaws, its certification of good standing from the office of the Secretary of the State of Illinois and a certificate signed by an authorized officer of the Grantee certifying that the Grantee is authorized to do business in the 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 Exhibit 5.

SECTION 17. M.B.E./W.B.E. Commitment.

Section 17.1 Grantee agrees for itself and its successors and assigns, and shall contractually obligate the Contractors to agree, that during the construction of the System:

- A. Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., of the Code, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 17, during the course of construction of the System, at least the following percentages of the aggregate construction costs (as set forth in the budget) shall be expended for contract participation by minority-owned businesses ("M.B.E.s") and by women-owned businesses ("W.B.E.s"):
 - a. At least twenty-five percent (25%).
 - b. At least 5%.
- B. For purposes of this Section 17 only, Grantee (and any party to whom a contract is let by Grantee pursuant to this ordinance) shall be deemed a "Contractor" and this ordinance (and any contract let pursuant thereto) shall be deemed a "Contract" as such terms are defined in Section 2-92-420 of the Code. In addition, the term "minority-owned business" or "M.B.E." shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or "W.B.E." shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.
- C. Consistent with Section 2-92-440 of the Code, Grantee's M.B.E./W.B.E. commitment may be achieved in part by Grantee's status as an M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s, to the extent of the M.B.E. or W.B.E. participation in such joint venture, by Grantee utilizing an M.B.E. or a W.B.E. as a Contractor, by subcontracting or causing a Contractor to subcontract a portion

of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the construction of the System from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both an M.B.E. and a W.B.E. shall not be credited more than once with regard to Grantee's M.B.E./W.B.E. commitment as described in this Section 17. Grantee or a Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Code for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than with respect to the System.

- D. "M./W.B.E. Activities" are, within the City, cable installation services within buildings and outside buildings for Grantee's Telecommunications System.
- E. Grantee shall furnish to the City a report detailing its compliance with this provision prior to any renewal of this Agreement. If a report shows noncompliance with the M.B.E. and the W.B.E. percentages, the City shall provide Grantee with notice of noncompliance and the Grantee shall use its best efforts to cure noncompliance over a reasonable period following the notice.
- F. Any reduction or waiver of Grantee's M.B.E./W.B.E. commitment as described in this Section 17 shall be undertaken in accordance with Section 2-92-450 of the Municipal Code of Chicago.

SECTION 18. 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 specified in Section 2-92-330 of the Code (at least fifty percent (50%) of the total worker hours shall be performed by actual residents of the City); 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 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 the 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.

Grantee may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Code in

accordance with standards and procedures developed by the Purchasing Agent of the City.

- (i) **Definitions.** For this Section 18, "actual residents" of the City mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.
- (ii) **Documentation.** Grantee shall provide the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the System.
- (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 ordinance. 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.

Grantee shall cause or require the provisions of this Section 18 to be included in all construction contracts and subcontracts related to the System.

SECTION 19. Board Of Underground.

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 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 20. General Provisions.

Section 20.1 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 20.2 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: Columbus-Cabrini Medical Center
2520 North Lakeview Avenue
Chicago, Illinois 60614
Attention: Chief Executive Officer

With Copy To: Stephen L. Ruff, Jr.
Suite 4400
Ruff Weidenaar & Reidy Ltd.
One North LaSalle Street
Chicago, Illinois 60602

(ii) If To The City: Department of Revenue
City of Chicago
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

With Copy To: Corporation Counsel
City of Chicago
City Hall, Room 511
121 North LaSalle Street
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 ordinance.

Section 20.3 Invalidity.

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

SECTION 21. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of the conflict, hereby repealed.

SECTION 22. Effective Date.

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

[Exhibit 2 referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Exhibits 1, 3, 4 and 5 referred to in this ordinance read as follows:

Exhibit 1.

Location Description.

Grantee's system is encased in a single four (4) inch diameter rigid metal conduit approximately three (3) feet below grade running through the public way as follows:

Connection between Columbus Hospital (C.H.) North Building (425 West Deming Place) to C.H. Annex Building (424 West Deming Place). One (1) four (4) inch diameter conduit is required.

Commencing at The North Building at 425 West Deming Place, across and under West Deming Place (a distance of eighty (80) feet) to the Annex Building at 424 West Deming Place.

Exhibit 3.

Director
Department of Revenue
City of Chicago
City Hall, Room 107
121 North LaSalle Street
Chicago, Illinois 60602

Re: Annual Certification; Columbus-Cabrini
Medical Center; Fiber Optics Privilege

Dear Director:

Pursuant to ordinance adopted by the Chicago City Council _____, 1995, Columbus-Cabrini Medical Center (Medical Center) has received permission and authority to operate and maintain a private not-for-profit telecommunications system, as described in such ordinance, within portions of the public way. Capitalized terms herein are as defined in such ordinance.

In accordance with the terms of such ordinance, please accept this communication as the Medical Center's annual certification that:

(i) Under such permission and authorization, the Medical Center has provided no Services along the Authorized Routes with the objective of generating revenue or profit, operating or maintaining a public switched network or operating a Cable Television System; or

(ii) The Medical Center provides no Services within the City for sale, resale, exchange or lease to any Third Party using Grantee's System or any other entity for profit.

Should you desire any additional information, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

(Signed) _____

Name: _____

Title: _____

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

Exhibit 4.

Ethics Certification.

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Columbus-Cabrini Medical Center

Bidder/Proposer Address: 2520 North Lakeview Avenue

Chicago, Illinois 60614

Federal Employer I.D. Number: 51-0217097

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (p.1 to 4), II (p. 4), IIIC (p. 6) and IV (p. 8) which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V(p. 8). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Lee Domanico, as Chief Executive Office
 (Name) (Title)
 and on behalf of Columbus-Cabrini Medical Center
 (Business Name)
 ("Contractor") having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: ☐ Corporation ☐ Sole Proprietor
 (Check One) ☐ Partnership ☒ Not-for-Profit Corporation
☐ Joint Venture ☐ Other

Section 1.

For-Profit Corporations.

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ 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)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- d. If the corporation has fewer than one hundred (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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other corporations? Yes ☐ No ☐

If "Yes", provide the above information, as applicable, for each of said corporations.

- f. If the corporation has one hundred (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 ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (10%) of the shares, the requirements of this Section 1 would be satisfied by the

bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Names Of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Section 3.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes ☐ No ☐ If "No", complete items b and c of this Section 3.

- 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 person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section 4.

*Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

*Section 5.**Not-For-Profit Corporations.*

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois: Yes [x] No []

- c. Names of all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Name Title
(Print or Type) (Print or Type)

Name Title
(Print or Type) (Print or Type)

(See Attached List) _____

(See Attached List) _____

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

*II.**Affidavit Of Local Business.*

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City Taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each

partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

- 1) Is bidder/proposer a "Local Business" as defined above?
Yes: _____ No: x
- 2) How many persons are currently employed by bidder/proposer? 2,150
- 3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: x

If "Yes", list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? 2,150
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: x

III.

Contractor Certification.

A. Contractor.

1. 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 (3) years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity¹ during a

period of three (3) years prior to the date of award of the subcontract:

- a. 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
 - b. 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
 - c. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. 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 (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five (5) years prior to the date of submittal of this bid, proposal or response².
 3. 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 (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.
 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Government Ethics".

B. Subcontractor.

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 Contractor's Affidavit. 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 III A (1) (a) or (b) 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 III A (1) (a) or (b) 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 III A (1) (a) or (b) 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 III A (1) (a) or (b) 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 III B (1) and (2) 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 Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1. MS Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. _____ 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.
3. _____ 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 1 and 2 of this Section III, above⁵.

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;
 - b. have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D (1) (b) above; and
 - d. have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- 2. If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.
 - 3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph D (1) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, 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, Section 2-92-320 of the Municipal Code of Chicago 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 III A 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 should 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. 720 ILCS 5/33E-3.

4. For purposes of Section III A 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. 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 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.

IV.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, the Contractor shall comply with these certifications during the term of the Contract.

V.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on Page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed)

Lee Domanico
Signature of Authorized Officer

Lee Domanico
Name of Authorized Officer
(Print or Type)

Chief Executive Officer
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 11th day of July, 1995

by Lee Domanico (Name) as Chief Executive Officer

(Title) of Columbus-Cabrini Medical Center (Contractor).

(Signed) Beatriz Andersen
Notary Public Signature

[Official Seal]

Beatriz Andersen

Notary Public, State of Illinois

My commission expires October 8, 1996.

List of Columbus-Cabrini Medical Center Officers and Board of Directors referred to in this Contractor's Affidavit reads as follows:

Board Of Directors.

Columbus-Cabrini Medical Center.

President: Sr. Pietrina Raccuglia, M.S.C.

Secretary: Sr. Antonia Lanzone, M.S.C.

Treasurer: Sr. Antonia Lanzone, M.S.C.

Chief Executive Officer: Lee Domanico

Directors: Robert L. Stovall, Chairman

Mary Babson

Gerald Benson

Gregg Cyngar

Lee Domanico

Edmond Doyle

Judith Gerth

Thomas Z. Hayward

Ina Manaster

Roger Quick

Sr. Antonia Lanzone, M.S.C.

Sr. Ilaria Povero, M.S.C.

Sr. Joan McGlinchey, M.S.C.

Sr. Margaret Mary Modde, O.S.F.

Sr. Patricia Dunleavy, M.S.C.

Sr. Regina Casey, M.D.

Leonard Cerullo, M.D.

Robert Replogle, M.D.

Program Description: _____

Specification No.: _____

Contract No.: _____

The undersigned hereby acknowledges the following Office of Inspector General and Governmental Ethics Ordinance clauses and agrees to comply with the terms of these clauses which are hereby incorporated into the above referenced contract:

*Chapter 2-56 Of The Chicago Municipal Code --
Office Of Inspector General.*

It shall be the duty of any bidder, proposer, or contractor, all subcontractors, and every applicant for certification of eligibility for a City

contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform subcontractors of this provision and require understanding and compliance herewith.

Governmental Ethics Ordinance.

Contractor 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 contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

Acknowledge and Accepted By: Lee Domanico
(Authorized Officer Signature)

Title: Chief Executive Officer

Company Name: Columbus-Cabrini Medical Center

Date: July 5, 1995

Exhibit 5.

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 an 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 Section I, II, III, IV or V of this statement must sign the bottom of Page 4 before a Notary Public.

Grantee/Proposer Name: Columbus-Cabrini Medical Center

Grantee/Proposer Address: 2520 North Lakeview Avenue, Chicago, IL 60614

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 _____
 b. Authorized to do business in the State of Illinois: Yes ☐ 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)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Each Joint Venture Partner must submit a completed Disclosure of Ownership Interest.

- 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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- 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 one hundred (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 ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (10%) 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
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

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 proprietor 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 Illinois
- b. Authorized to do business in the State of Illinois: Yes ☒ 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)
(See Attached List)	_____	(See Attached List)	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 _____)
County of _____) SS:

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) Lee Domanico
(Signature of Person Making
Statement)

Lee Domanico
Name of Person Making
Statement (Print or Type)

Chief Executive Officer --
Columbus-Cabrini Medical Center
(Title)

Subscribed to before me, this 7th day
of July A.D., 1995.

(Signed) Beatriz Andersen
Notary Public Signature

[Official Seal]
Beatriz Andersen
Notary Public, State of Illinois
My commission expires October 8, 1995.

[List of Columbus-Cabrini Medical Center Officers and
Board of Directors referred to in this Disclosure of
Ownership Interest printed on page 5843
through 5844 of this Journal.]

**AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC CIRCLES
ON VARIOUS RESIDENTIAL STREETS IN
FORTY-EIGHTH WARD.**

The Committee on Transportation and Public Way submitted the following
report:

CHICAGO, July 31, 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, authorizing a pilot program for the installation of traffic circles on residential streets in the 48th Ward. This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 2-102 of the Municipal Code of Chicago, the Chicago Department of Transportation (C.D.O.T.) has the authority to plan, design and construct traffic signs, devices, pavement markings, safety zones and other facilities for new and existing streets for the purpose of regulating, warning or guiding traffic; and

WHEREAS, It is necessary, appropriate and in the best interest of the City of Chicago that C.D.O.T. construct traffic control devices in the form of traffic circles in various residential areas of the 48th Ward; and

WHEREAS, The construction of traffic circles will reduce speed of vehicles, prevent accidents and discourage inappropriate vehicular commuter traffic through the affected residential areas of the 48th Ward; now, therefore,

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

SECTION 1. C.D.O.T. is hereby authorized to construct or cause to be constructed traffic circles at various locations in the 48th Ward. A "Typical Traffic Circle Plan" is attached hereto as Exhibit A.

SECTION 2. This ordinance shall take effect upon its passage and approval.

[Exhibit "A" referred to in this ordinance printed
on page 5854 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 July 13, 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.

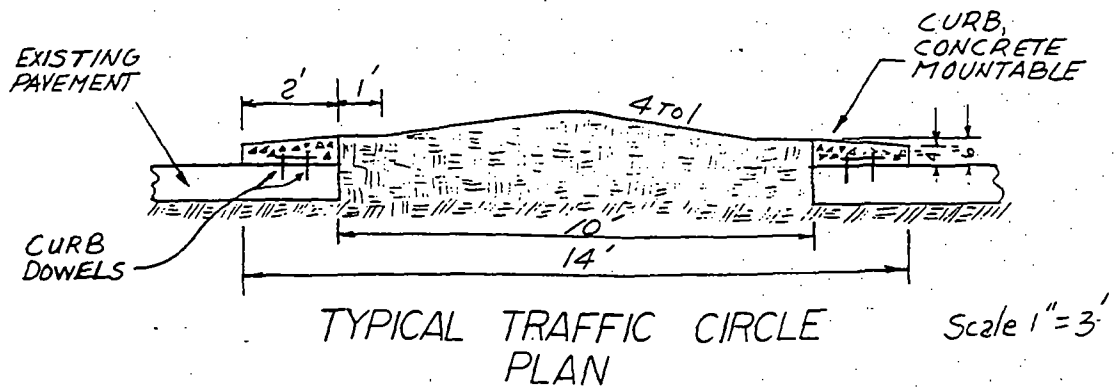
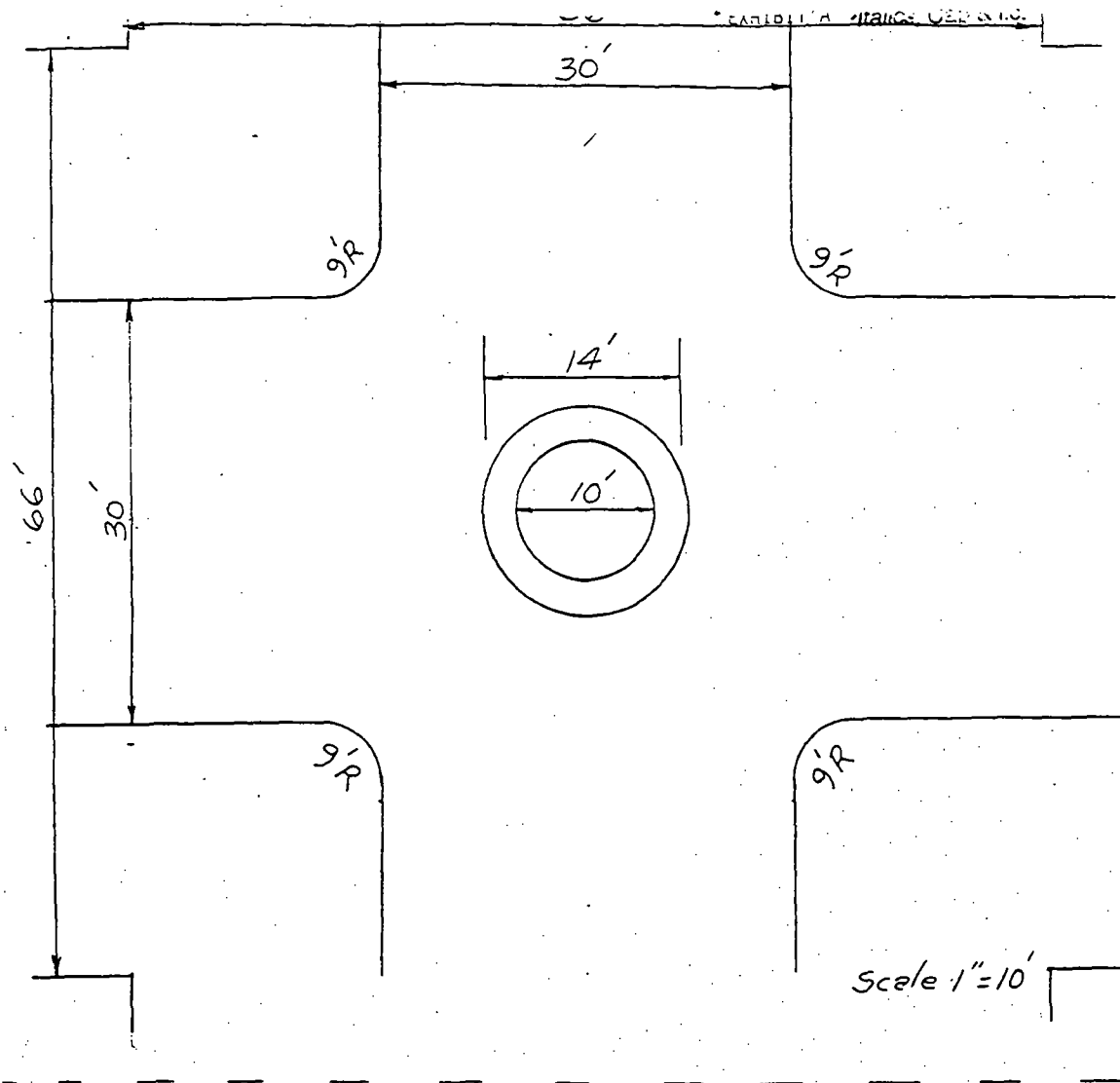
Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 5855)

Exhibit "A".

Typical Traffic Circle Plan.



(Continued from page 5853)

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Avis Commercial Anodizing, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Avis Commercial Anodizing, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a sample basin, with steel locking ring as specified by City Code, thirty-six (36) inches in diameter, eight (8) feet in depth, with top being flush with surface of public sidewalk located one (1) foot from building line of premises at 522 North Western Avenue. Purpose of same is to allow the inspection of the discharge into the public sewer system from the above mentioned company on a twenty-four (24) hour basis. Authority herein granted shall be for a period of five (5) years from and after July 8, 1995.

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.

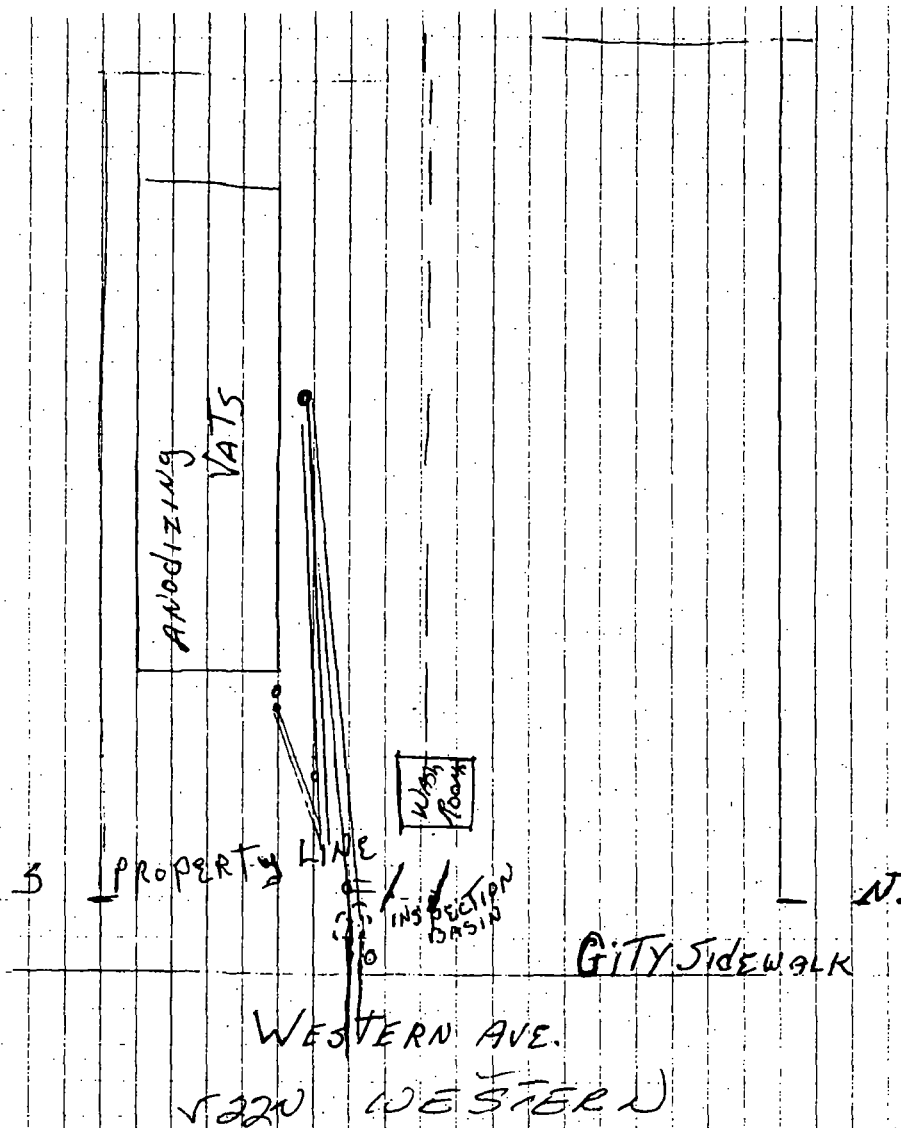
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 5858 of this Journal.]

Ordinance associated with this drawing printed on
pages 5855 through 5857 of this Journal.



*Lisec & Biderman (Doing Business As
Cullen's Bar & Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Lisec & Biderman, doing business as Cullen's Bar & Grill, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use a grease basin adjacent to the premises known as 3741 North Southport Avenue. Said basin shall be installed in the public right-of-way as per plans approved by the Department of Transportation and shall be ten (10) feet in length and five (5) feet in width. 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 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 this ordinance printed on
page 5862 of this Journal.]

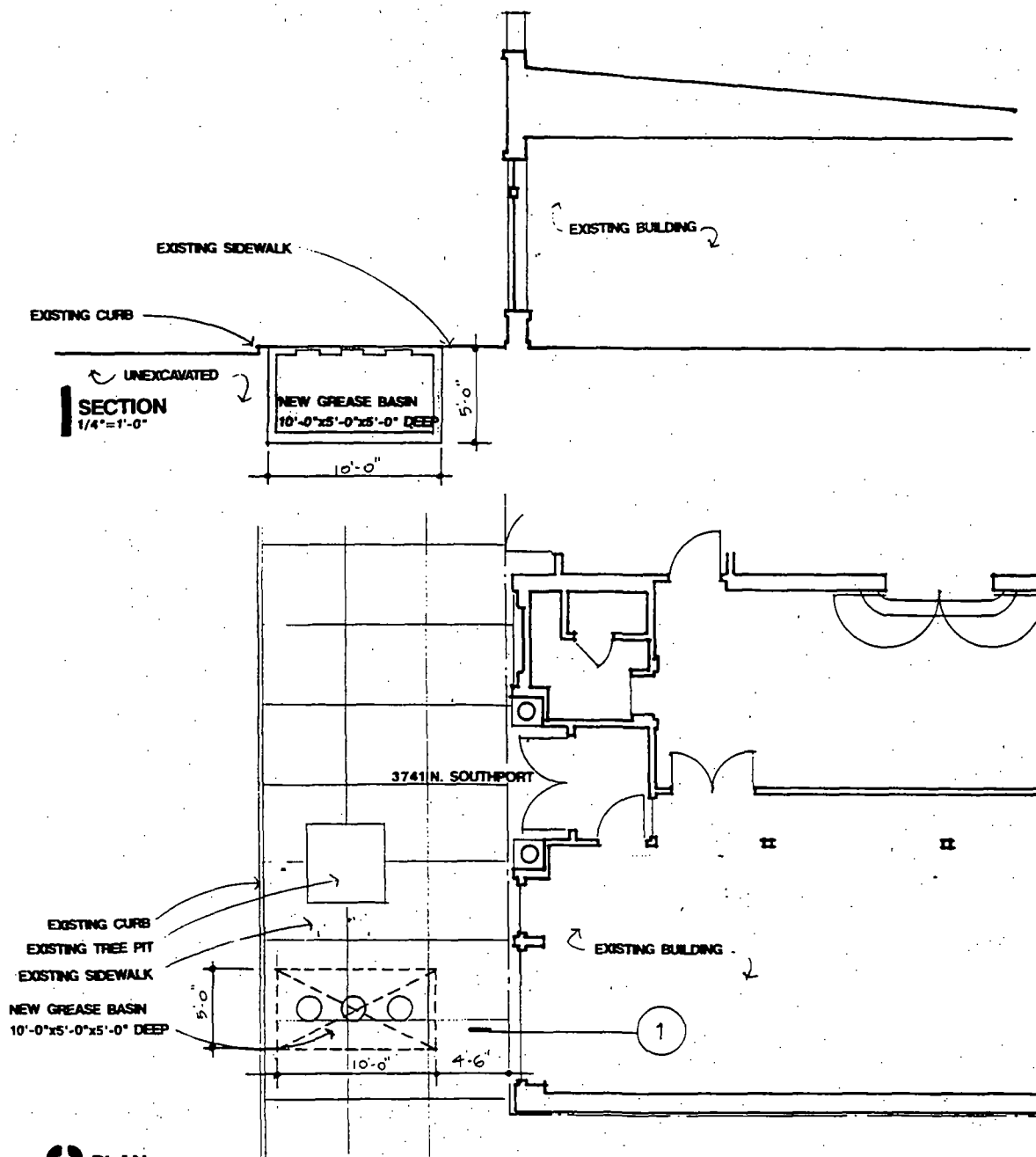
Hanover House Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to Hanover House Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a dumpster ramp adjacent to the premises known as 1257 North Dearborn Street. Said ramp shall be installed for the purpose of rolling the dumpster to and from the building to be unloaded. Ramp shall be eleven (11) feet in length and twelve (12) feet, five (5) inches in width. Area surrounding ramp to be landscaped by grantee. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 5863)

Ordinance associated with this drawing printed on
pages 5859 through 5861 of this Journal.



2 PLAN
1/4"=1'-0"

LISEC & BIEDERMAN, LTD.
JUNE 13, 1995

CULLEN'S BAR & GRILL
DIAGRAM SHOWING SIZE AND LOCATION OF GREASE BASIN
3741 N. SOUTHPORT, CHICAGO, IL

(Continued from page 5861)

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 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 this ordinance printed on
page 5866 of this Journal.]

Mr. Burton Lewis.

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

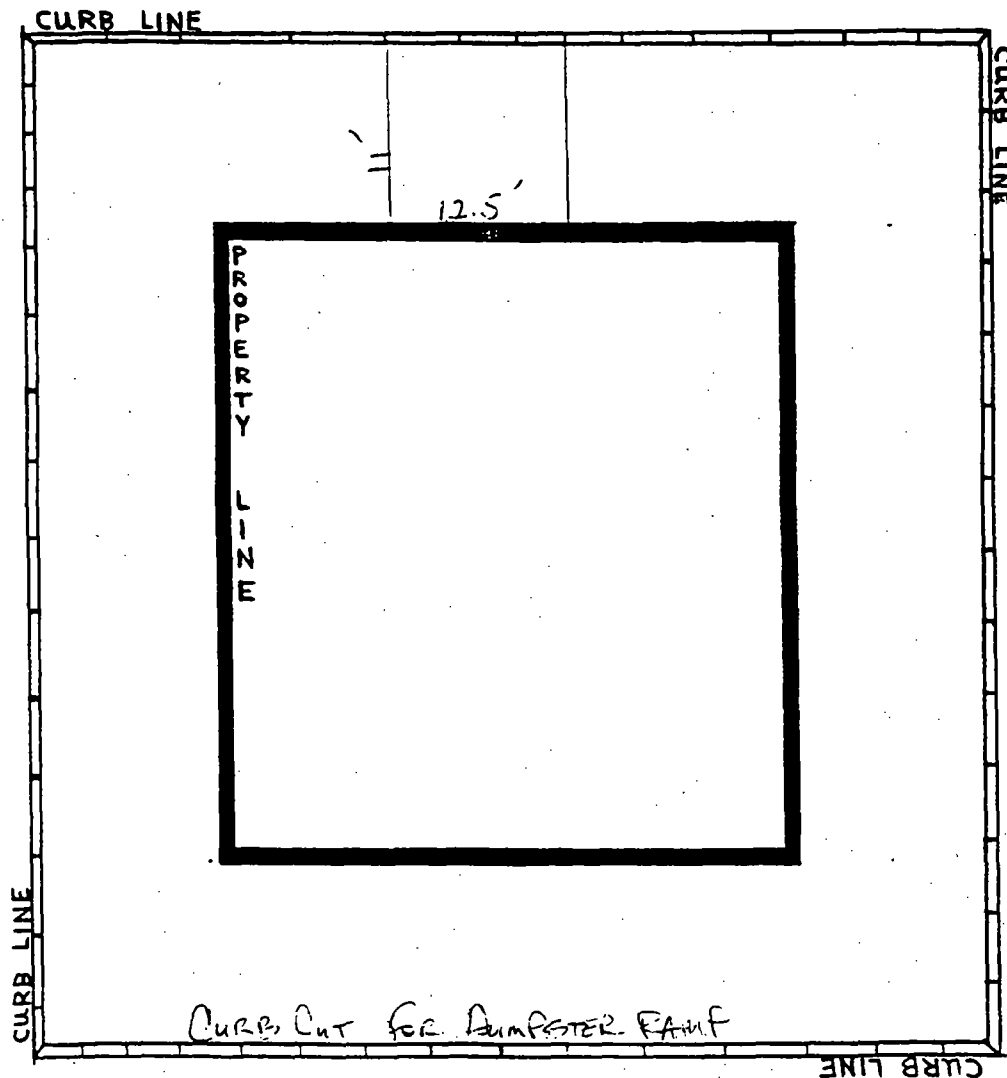
SECTION 1. Permission and authority are hereby given and granted to Burton Lewis, to maintain and use as now constructed a loading device consisting of pulleys, cables and a welded steel platform, five (5) feet, six (6) inches in width and seven (7) feet, five (5) inches in length used for loading metal products. Aforementioned loading dock is located on the north side of the east/west eighteen foot public alley adjacent to the premises known as 303 West Erie Street. Said loading device is supported by steel legs when in use and when not in use shall be raised up so as to be entirely on private property. Loading dock to be in the down position during working hours. Authority herein granted shall be for a period of five (5) years from and after July 12, 1995.

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 5867)

Ordinance associated with this drawing printed on
pages 5861 through 5865 of this Journal.

1257 N. DEARBORN ST.



(Continued from page 5865)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Sixty-nine and no/100 Dollars (\$169.00) 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.

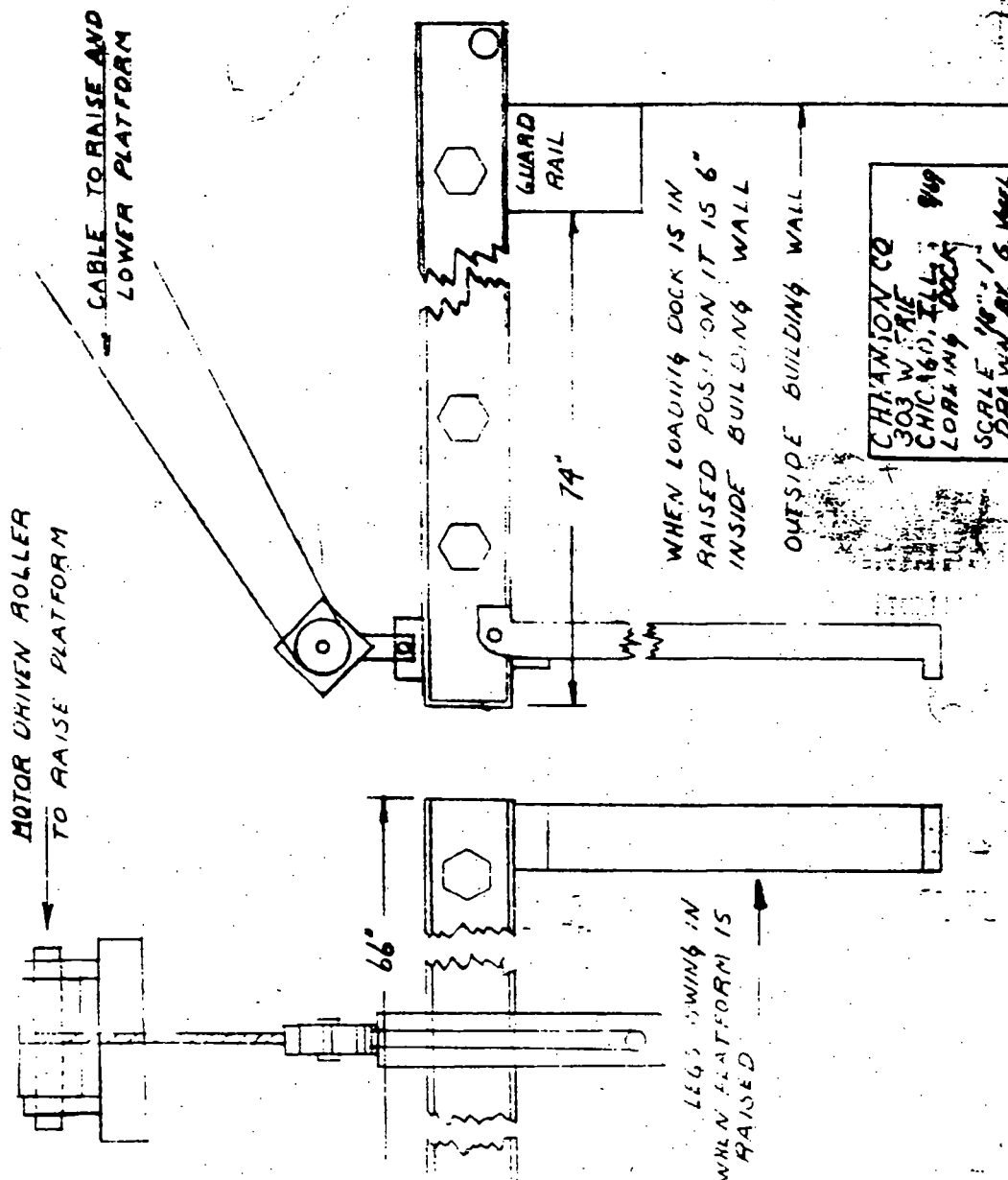
SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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 5869 of this Journal.]

Ordinance associated with this drawing printed on pages 5865 through 5868 of this Journal.

Loading device consisting of pulleys, cables and a welded steel platform supported by steel legs when in use. Said platform to be 5 feet 6 inches by 7 feet 5 inches and when not in use shall be raised up so as to be entirely on private property, said platform to be on the north side of the east-west 18 foot of public alley in the rear of 303 W. Erie Street.



Lurie 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 Lurie Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a time and temperature indicator three (3) feet, ten (10) inches in height, eight (8) feet in length and twelve (12) feet above the sidewalk attached to the building at 221 North LaSalle Street for a period of five (5) years from and after June 27, 1995.

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 Two and no/100 Dollars (\$202.00) 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 5873 of this Journal.]

Alfred Mossner Company.

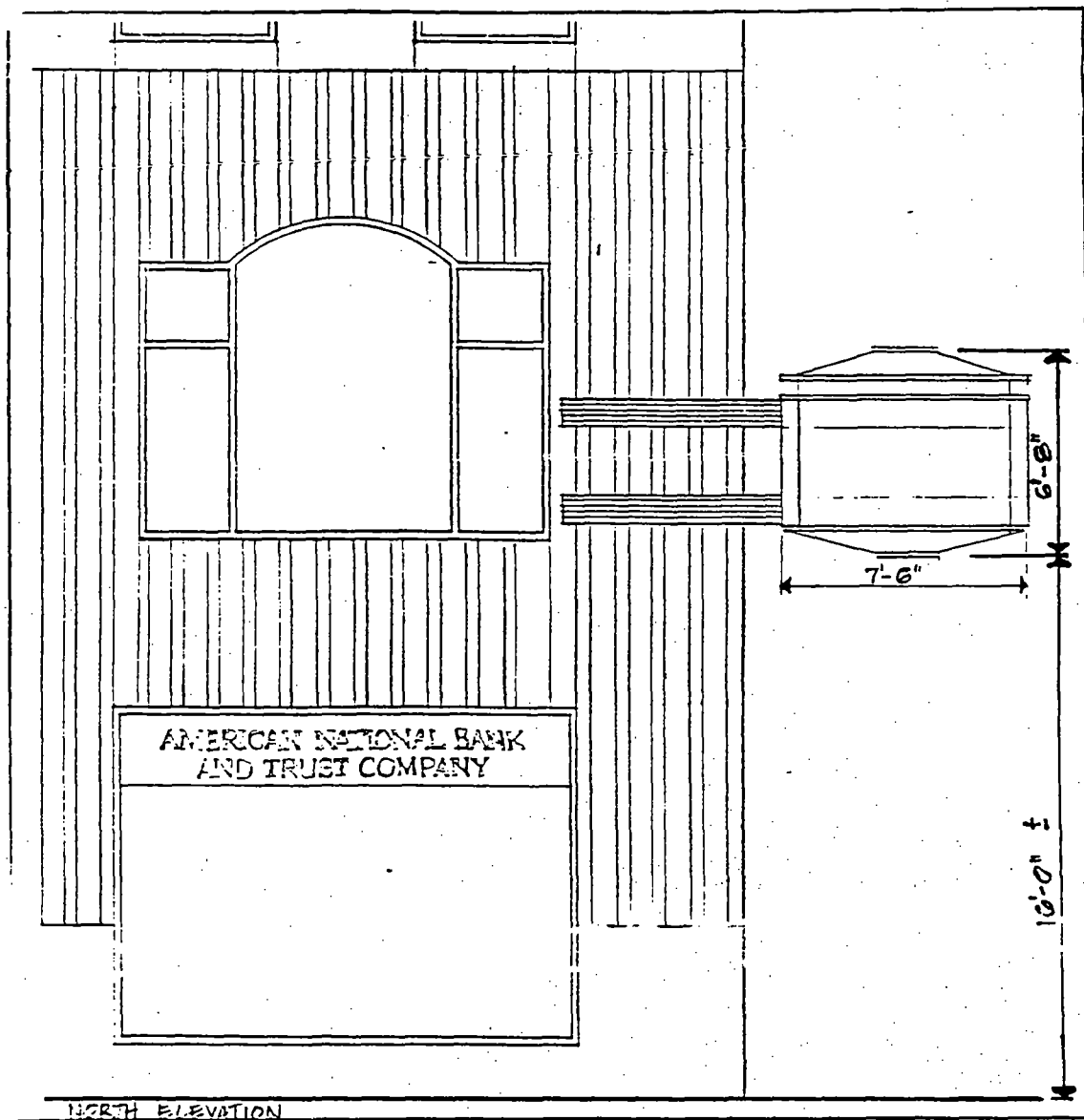
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Alfred Mossner Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now existing a vaulted area under the public right-of-way adjacent to the premises at 137 North Wabash Avenue. Said area is approximately twenty-eight (28) feet in length and twenty-five (25) feet in width. Authority herein granted shall be for a period of five (5) years from and after date of September 11, 1995.

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

(Continued on page 5874)

Ordinance associated with this drawing printed on
pages 5870 through 5872 of this Journal.



Jack Train Associates

subject

EXTERIOR CLOCK ELEVATION
221 N. LA SALLE ST.
CHICAGO, ILLINOIS

Project No.

6130101

Reference

Date

JULY 8, 1986

Drawn By

Scale

LSW

Architects - Engineers

35 East Wacker Drive
Suite 2600
Chicago, Illinois 60601
312-332-0363

Sketch No.

ASK 24

(Continued from page 5872)

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 One Thousand Three Hundred Thirty-four and no/100 Dollars (\$1,334.00) 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 5877 of this Journal.]

Northwestern Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use thirty-eight (38) planters adjacent to the premises known as 221 East Huron Street for beautification purposes, growing plants and trees. Planters shall be located along the building perimeter sidewalks allowing a minimum of six (6) feet of clear and unobstructed space for pedestrian passage. Said planters shall be installed as follows:

Erie Street.

Thirteen (13) planters installed along the building sidewalk not exceeding six (6) feet, six (6) inches in width.

Fairbanks Court.

Four (4) planters installed along the building sidewalk not exceeding six (6) feet in width.

Huron Street.

Fifteen (15) planters installed along the building sidewalk not exceeding eight (8) feet in width.

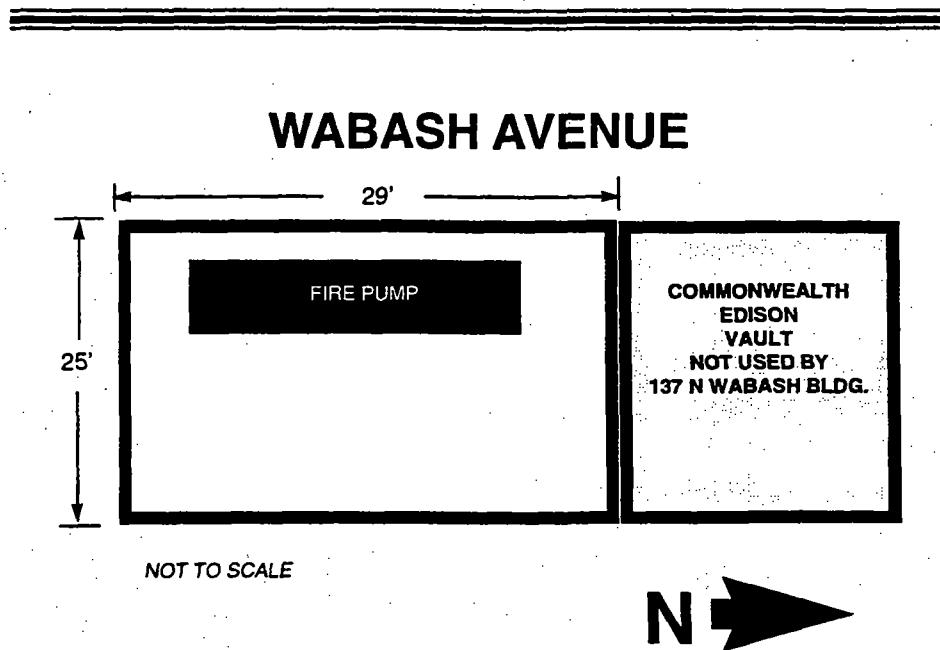
St. Clair Street.

(Continued on page 5878)

Ordinance associated with this drawing printed on pages
5872 through 5876 of this Journal.

ALFRED MOSSNER COMPANY
137 NORTH WABASH AVENUE
CHICAGO, ILLINOIS 60602

BASEMENT FLOOR PLAN UNDER THE SIDEWALK ON WABASH AVENUE



(Continued from page 5876)

Six (6) planters installed along the building sidewalk not exceeding eight (8) feet in width.

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 Zero and no/100 Dollars (\$0.00) 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 5881 of this Journal.]

Norwegian-American Hospital.

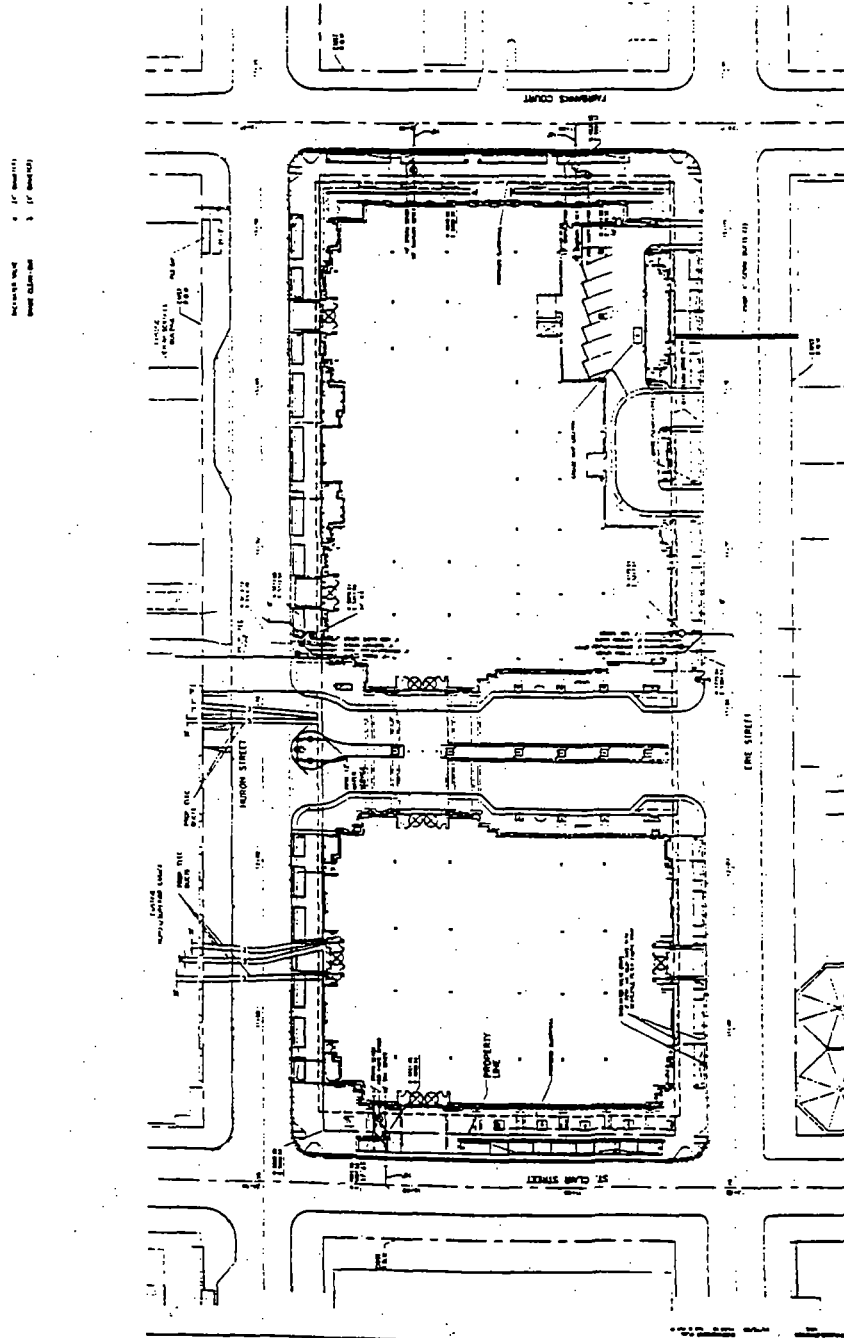
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Norwegian-American Hospital, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a sample basin adjacent to its property located at 1051 North Richmond Street. Said basin shall be located in the public way of North Richmond Street and shall be eight (8) feet in depth and four (4) feet in width. Said sample basin shall exist by authority herein granted for a period of five (5) years from and after date of September 11, 1995.

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 5882)

Ordinance associated with this drawing printed on
pages 5876 through 5880 of this Journal.



(Continued from page 5880)

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 5885 of this Journal.]

Sims Property Development & Management.

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

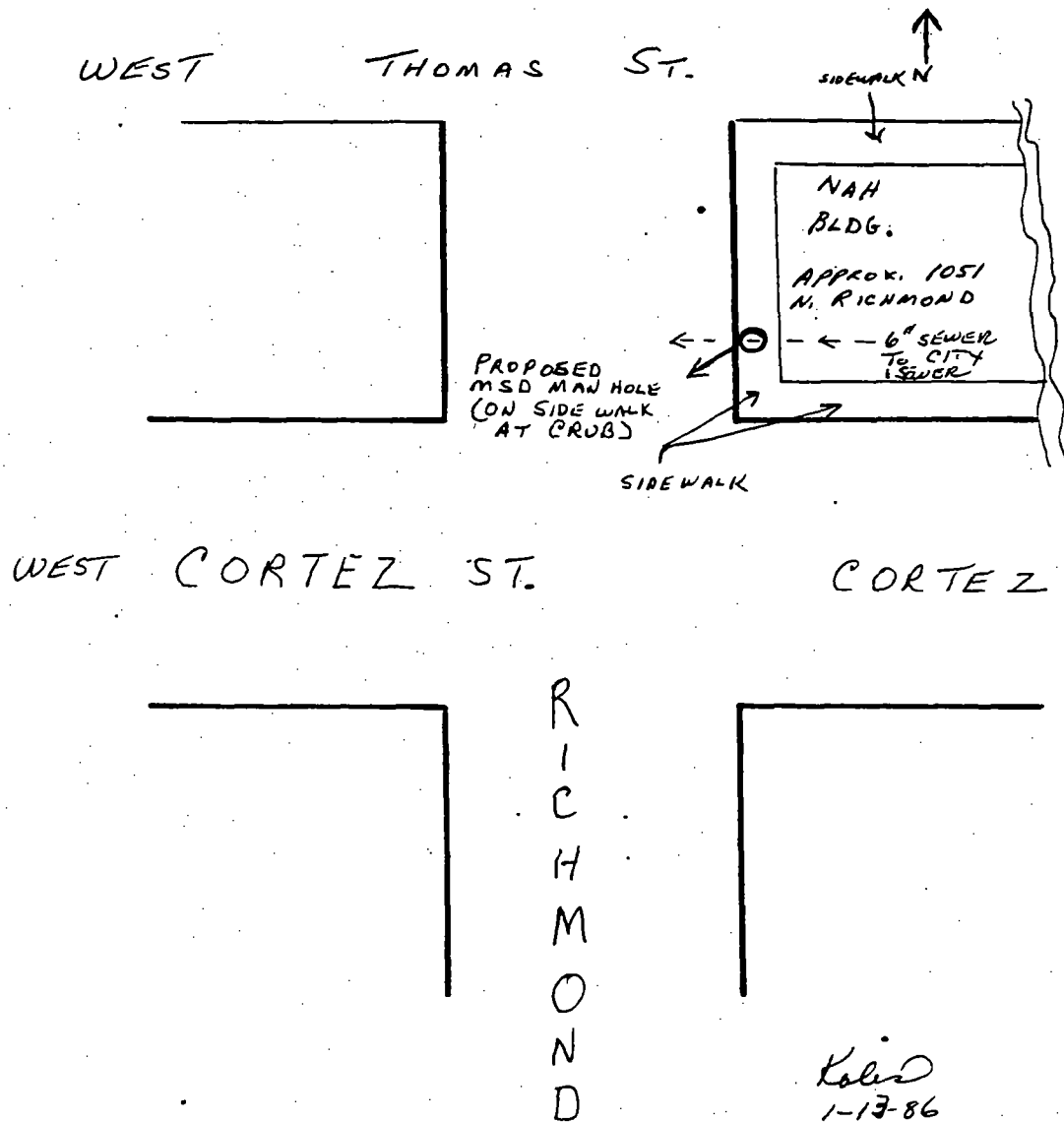
SECTION 1. Permission and authority are hereby given and granted to Sims Property Development & Management, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two manholes adjacent to the premises known as 26 East 14th Place. Manholes shall be three (3) feet in diameter and installed along the parkway on South Wabash Avenue. 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 Six Hundred and no/100 Dollars (\$600.00) 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.

(Continued on page 5886)

Ordinance associated with this drawing printed on pages
5880 through 5883 of this Journal.



DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

Name of applicant _____

Name of corporation as per corporation book _____

Page _____

SECTION 3. This ordinance 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 5888 of this Journal.]

Mr. Clem Stein, Jr.

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

(Continued on page 5889)

(Continued from page 5887)

SECTION 1. Permission and authority are hereby given and granted to Clem Stein, Jr., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public way in the dead-end alley in rear of premises at 74 East Elm Street measuring approximately twenty-five (25) feet by twelve (12) feet to be used for parking cars. Authority herein granted for a period of five (5) years from and after July 11, 1995.

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 Five Hundred Twenty-eight and no/100 Dollars (\$528.00) 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 5892 of this Journal.]

University Of Chicago, File 18.

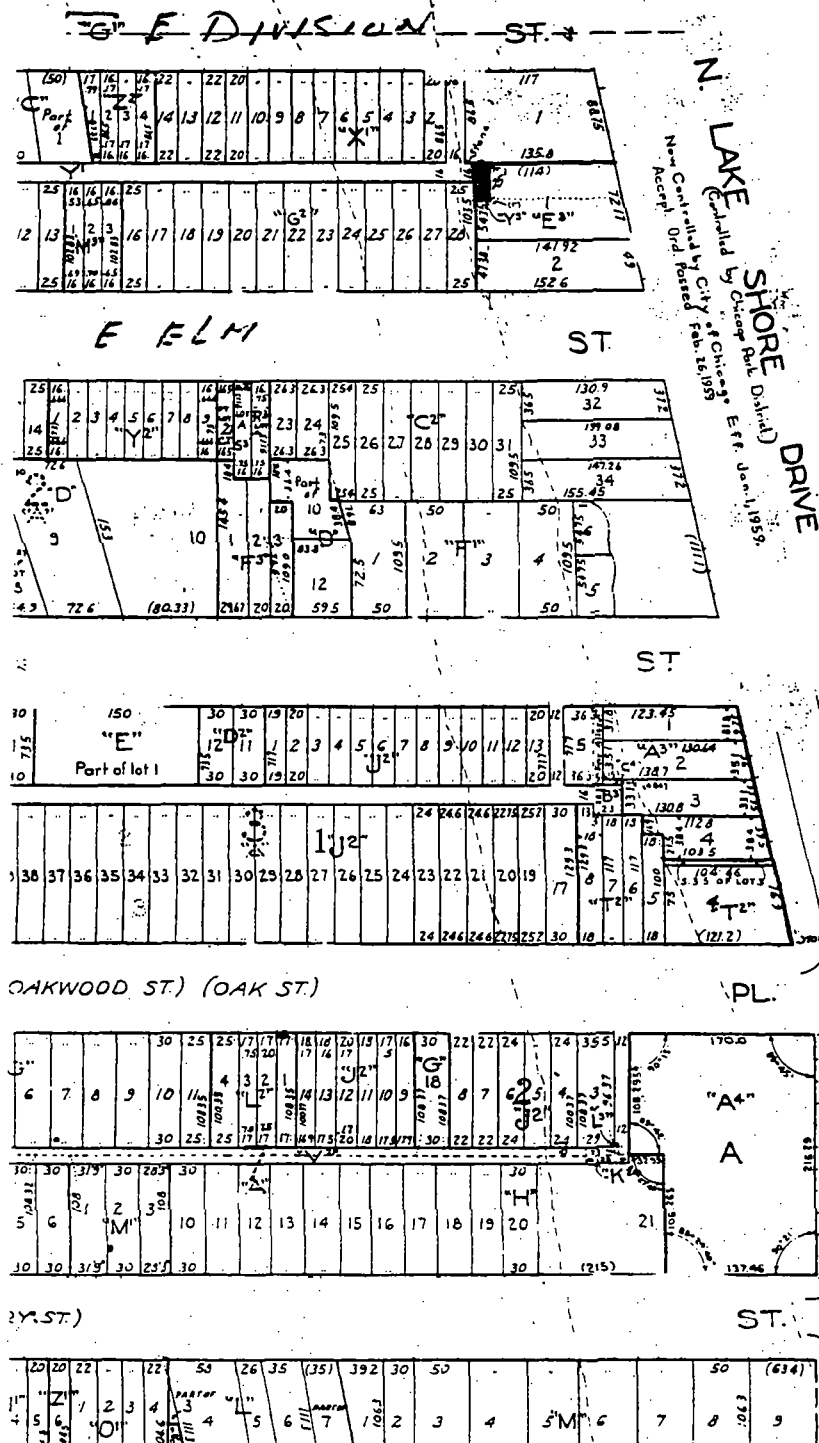
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, File 18, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete tunnel six (6) feet in width, sixty-six (66) feet in length and seven (7) feet in height, under and across the Midway Plaisance, west of South Blackstone Avenue, connecting with the existing tunnel running east and west near the south side of said Midway Plaisance. Authority herein granted shall be for a period of five (5) years from and after July 16, 1995.

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

(Continued on page 5893)

Ordinance associated with this drawing printed on
pages 5887 through 5891 of this Journal.



(Continued from page 5891)

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 5896 of this Journal.]

600 Michigan L.L.C./C/C John Buck Co.

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

SECTION 1. Permission and authority are hereby given and granted to 600 Michigan L.L.C./c/c John Buck Co., upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use various encroachments upon the public right-of-way adjacent to the premises known as 600 North Michigan Avenue, described as follows:

Bell Caissons:

Twenty-eight (28) bell caissons shall be constructed and installed extending two (2) feet or less beyond the property lines on North Michigan Avenue, East Ontario Street, North Rush Street and East Ohio Street sides of the building. Encroachments will begin two (2) feet above the bottom of each caisson approximately eighty-eight (88) feet below sidewalk grade and shall be at a maximum encroachment at the bottom of each caisson. Perimeter caisson diameters vary between five (5) feet and nine (9) feet.

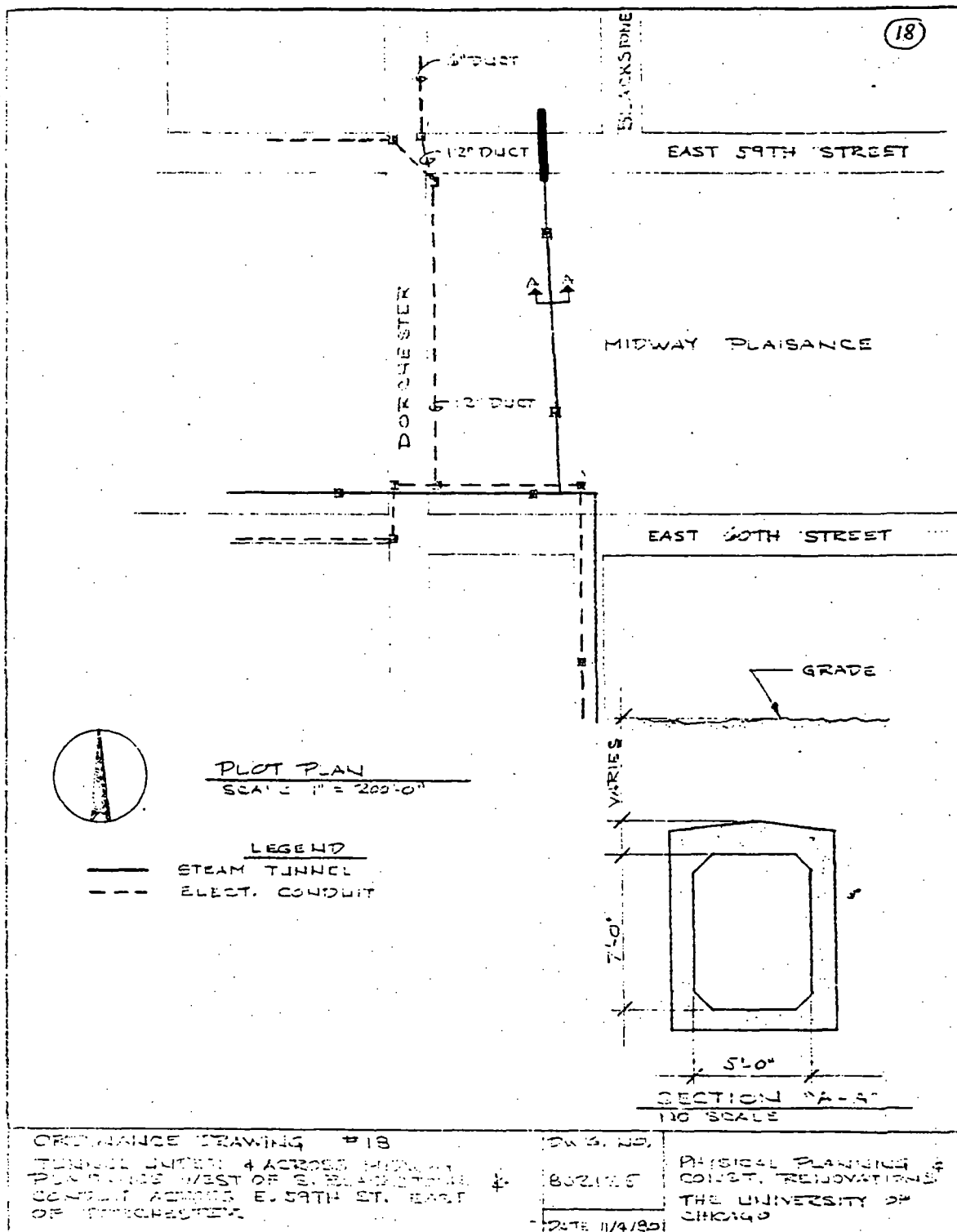
Sheeting:

The foundation is to extend to the property lines. The existing sidewalk will be removed as necessary and sheeting placed in the sidewalk area during construction area to be backfilled and sidewalk replaced on completion. Sheeting shall be installed for a length of nine hundred eleven (911) feet at a depth of thirty seven point five (37.5) feet.

(Continued on page 5897)

Ordinance associated with this drawing printed on
pages 5891 through 5895 of this Journal.

Show here a diagram of lot and buildings with dimensions and the name or names of adjoining public ways.



(Continued from page 5895)

Area Ways:

Two (2) areaways shall be installed below the sidewalk for electric utilities, top will be a grate at sidewalk level. One (1) areaway shall be installed on East Ontario Street, fifteen (15) feet, two (2) inches in length and eight (8) feet, ten (10) inches in width at a depth of twenty-two (22) inches. One (1) areaway shall be installed on North Rush Street, eight (8) feet, seven (7) inches in length and five (5) feet in width at a depth of thirteen (13) inches.

Manhole Structures:

Three (3) manholes to be located below the sidewalk for water and one (1) manhole to be located below the sidewalk for sewer. Three (3) manholes measuring forty-eight (48) inches round shall be installed on East Ontario Street, and one (1) manhole measuring forty-eight (48) inches round shall be installed on East Ohio Street.

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 privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privileges 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 privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privileges herein granted the sum of Four Thousand Four Hundred Thirty-seven and no/100 Dollars (\$4,437.00) 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 these privileges, 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 privileges. 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.

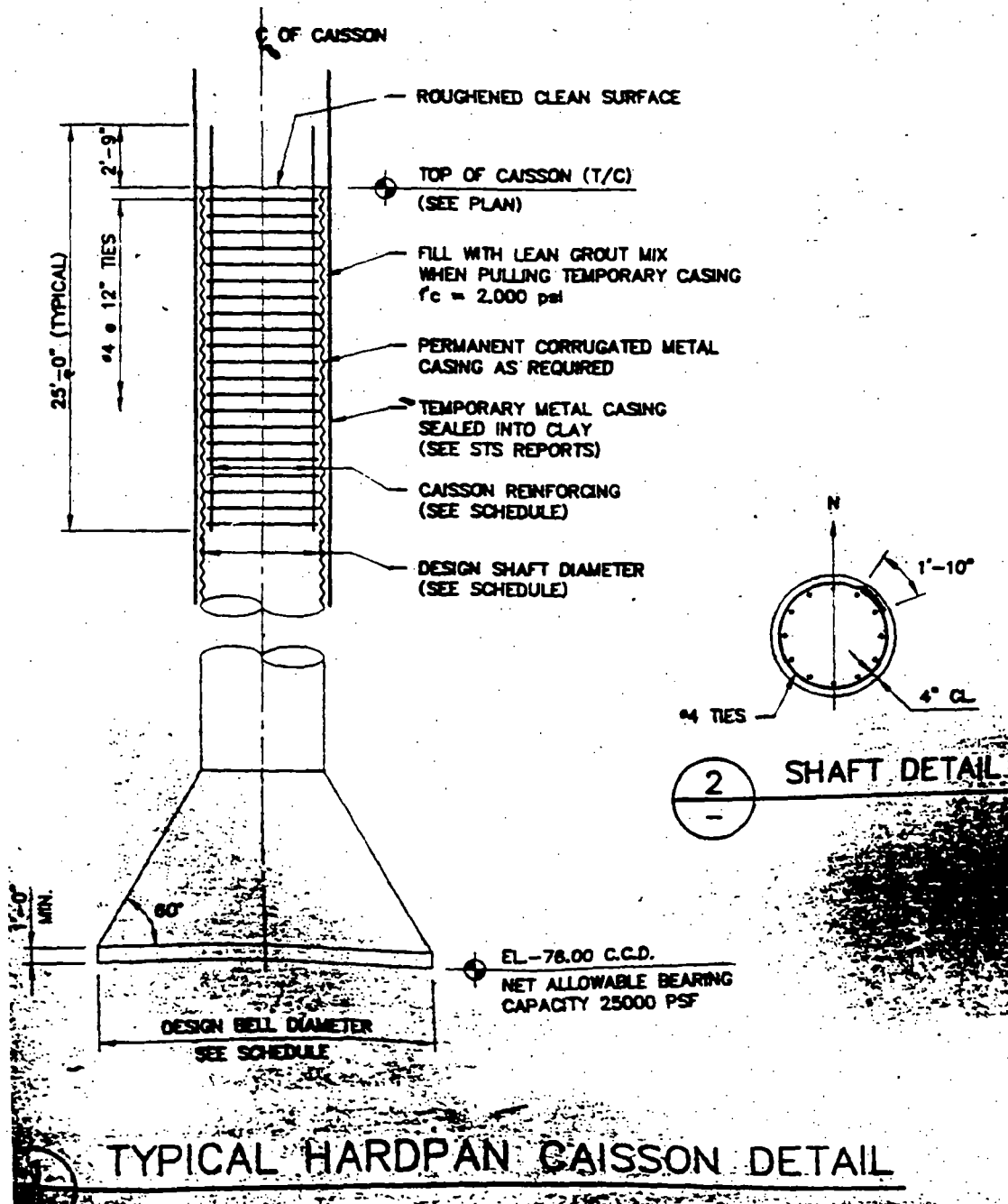
[Drawings referred to in this ordinance printed on
pages 5900 through 5904 of this Journal.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO THE ORCHESTRAL
ASSOCIATION.

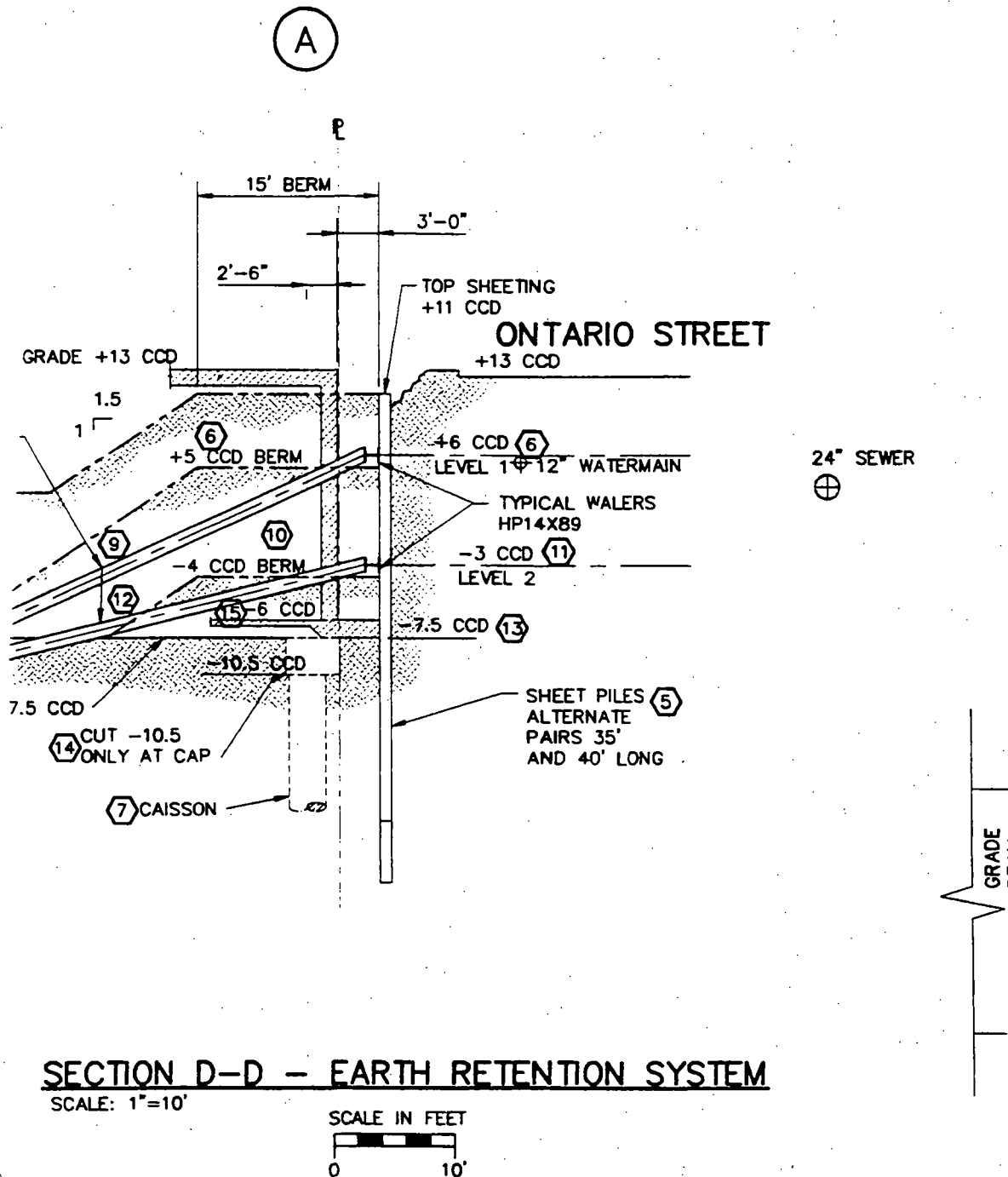
The Committee on Transportation and Public Way submitted the following report:

(Continued on page 5905)

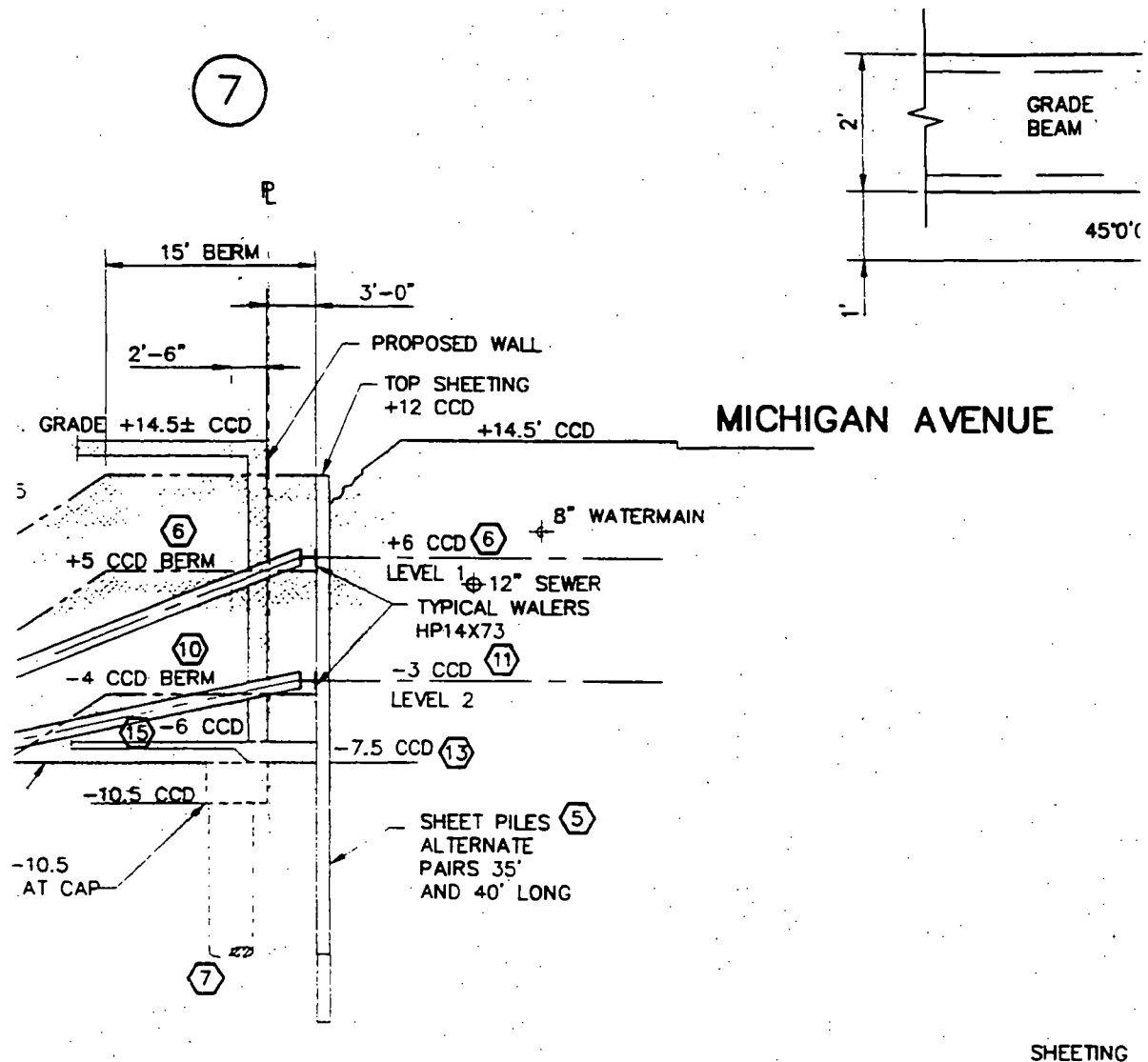
Ordinance associated with this drawing printed on
pages 5895 through 5899 of this Journal.



Ordinance associated with this drawing printed on
pages 5895 through 5899 of this Journal.

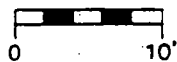


Ordinance associated with this drawing printed on
pages 5895 through 5899 of this Journal.

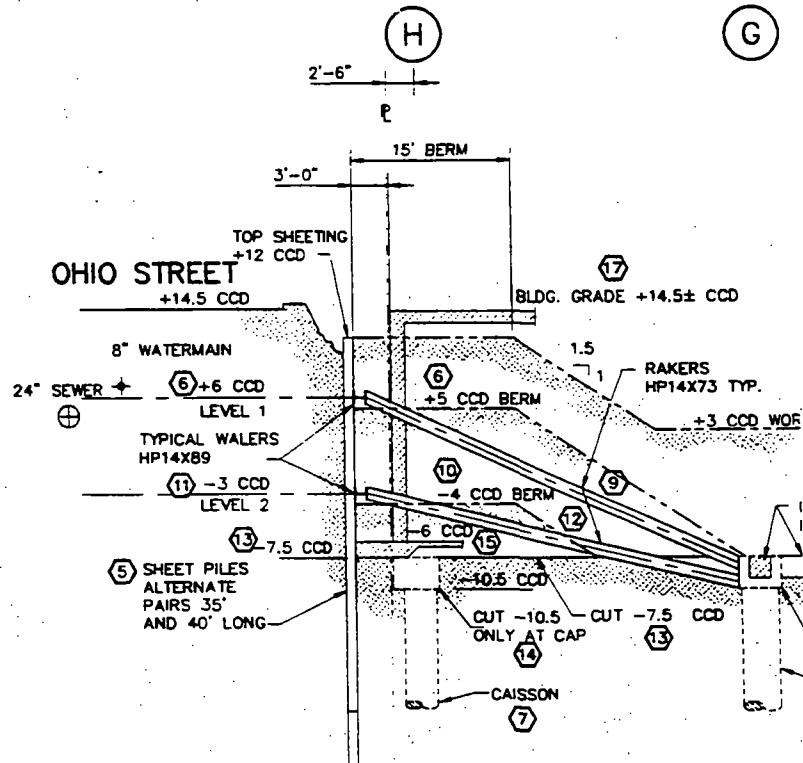
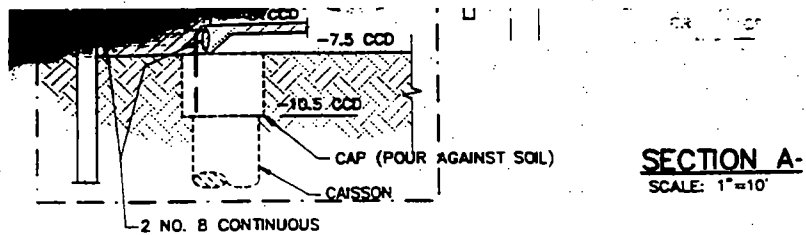


2 - EARTH RETENTION SYSTEM

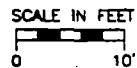
SCALE IN FEET



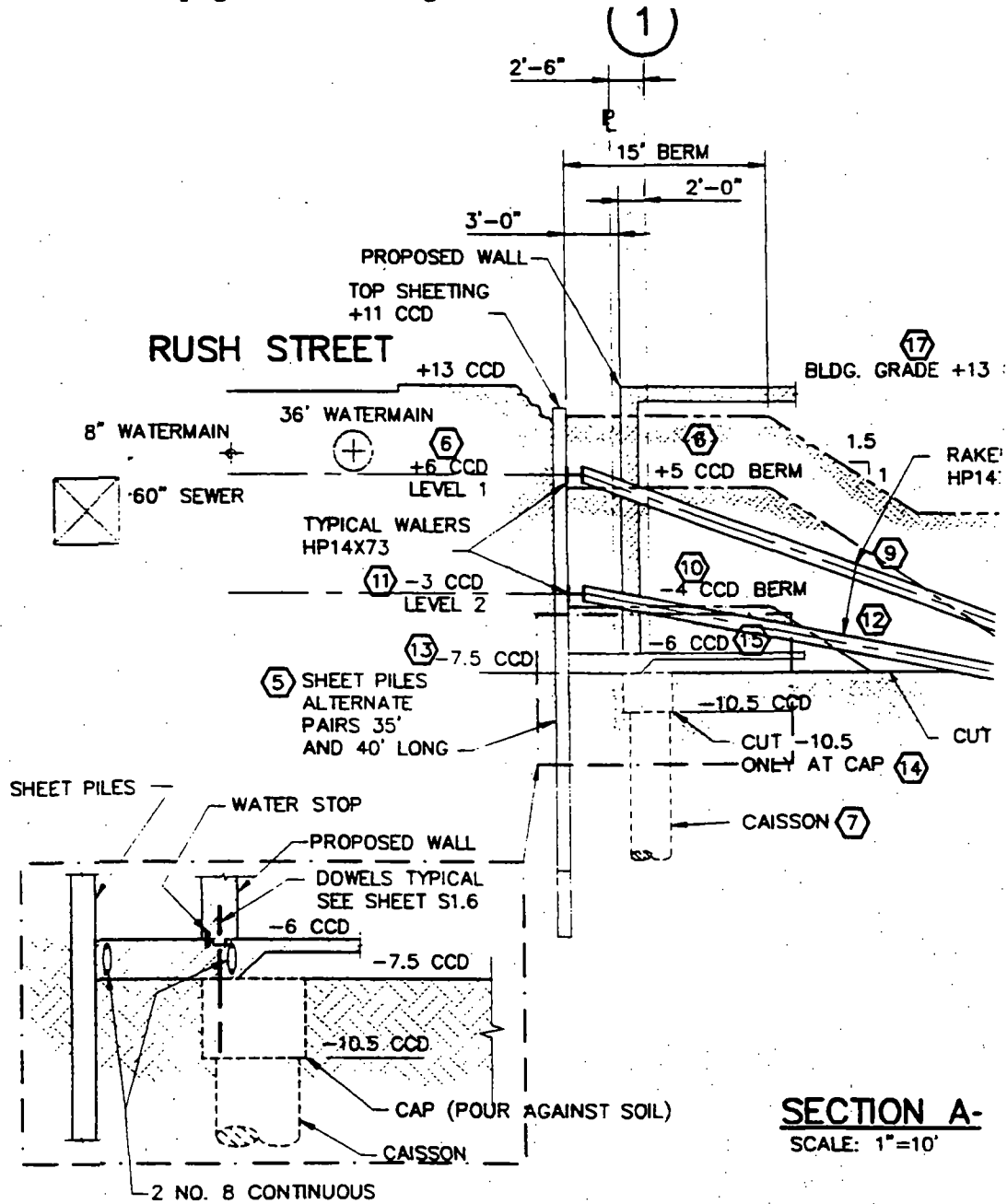
Ordinance associated with this drawing printed on
pages 5895 through 5899 of this Journal.



SECTION B-B - EARTH RETENTION SYSTEM
SCALE: 1"=10'

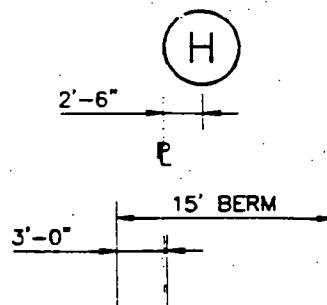


Ordinance associated with this drawing printed on
pages 5895 through 5899 of this Journal.



DETAIL

SCALE: 1"=5'



G

(Continued from page 5899)

CHICAGO, July 31, 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 amendment to an ordinance passed by the City Council on June 9, 1993, page 33667 of the Council Journal of Proceedings. Said amendment grants permission to The Orchestral Association to use an additional vaulted area beneath South Michigan Avenue. This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance introduced to the City Council of the City of Chicago for The Orchestral Association on June 9, 1993 and printed upon

page 33667 of the Journal of Proceedings of the City of Chicago, is hereby amended by adding the words:

"An additional vaulted area beneath South Michigan Avenue measuring nineteen (19) feet in length and twelve (12) feet, six (6) inches in width at a depth of twelve (12) feet".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Iglesia Mision Del Valle: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Iglesia Mision Del Valle ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4325 West Armitage Avenue for a period of three (3) years from and after August 3, 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 six (6) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Elements, Inc.: Canopy.

Ordered. That the Director of Revenue is hereby authorized to issue a permit to Elements, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 102 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 four (4) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Frontera Grill, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Frontera Grill, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 445 North Clark Street for a period of three (3) years from and after September 17, 1993 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-seven (47) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-two and no/100 Dollars (\$72.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

McDonald's Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to McDonald's Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 645 North McClurg Court for a period of three (3) years from and after May 30, 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 ten (10) 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 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.

Mena Tours And Travel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mena Tours and Travel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5209 North Clark Street for a period of three (3) years from and after July 7, 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 nineteen (19) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Nomad's Loom Oriental Rugs: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Nomad's Loom Oriental Rugs ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3227 North Clark 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 canopy shall not exceed forty-nine (49) feet in length, nor three (3) 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.

Rock Bottom Restaurant, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rock Bottom Restaurant, Inc. ("Permittee") to construct, maintain and use ten (10) canopies over the public way attached to the structure located at 1 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed ten (10) totaling one hundred thirty-seven (137) feet, respectively, in length, nor ten (10) at fifteen (15) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-two and no/100 Dollars (\$162.00) 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.

Supera Property Management: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Supera Property Management ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3616 North Pine Grove Avenue for a period of three (3) years from and after August 2, 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 nine (9) 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.

*1448 North Lake Shore Drive Building
Corporation: Canopy.*

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 1448 North Lake Shore Drive Building Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1448 North Lake Shore Drive for a period of three (3) years from and after August 30, 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 ten (10) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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

**AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR SIDEWALK CAFES.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Bella Vista.

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

SECTION 1. Permission and authority are hereby given and granted to Bella Vista, 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 1001 West Belmont Avenue. Said sidewalk cafe area shall be twenty-one (21) feet in length and six (6) feet, eight (8) inches in width, for a total of one hundred forty-three (143) square feet and shall begin seven (7) feet from the face of the curb line 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: \$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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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. Frank Zimmerman (Doing Business As
Frankie Z's Clark Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to Frank Zimmerman, doing business as Frankie Z's Clark Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 435 North Clark Street. Said sidewalk cafe area shall be twenty-eight and one-half ($28\frac{1}{2}$) feet in length and shall be twelve (12) feet in width, for a total of three hundred forty two (342) square feet and shall begin six (6) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$616.00/Seating: 40.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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 Transportation 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 Transportation.

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 Transportation and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation 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 Transportation 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 Revenue.

Ghirardelli Chocolate Shop & Soda Fountain.

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

SECTION 1. Permission and authority are hereby given and granted to Ghirardelli Chocolate Shop & Soda Fountain, 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 118 East Pearson Street. Said sidewalk cafe area No. 1 shall be six (6) feet, nine (9) inches in length and eleven (11) feet in width; sidewalk cafe area No. 2 shall be fifteen (15) feet in length eleven (11) feet in width, for a total of two hundred forty (240) square feet and shall begin six (6) 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 Thursday, 8:00 A.M. to 10:30 P.M.

Friday and Saturday, 8:00 A.M. to 11:00 P.M.

Sunday, 9:00 A.M. to 10:30 P.M.

Compensation: \$432.00/Seating: 17.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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 Transportation 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 Transportation.

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 Transportation and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including

judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation 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 Transportation 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 Revenue.

Greek Corner Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to Greek Corner 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 520 North Michigan Avenue. Said sidewalk cafe area shall be ten (10) feet in length and six (6) feet in width, for a total of sixty (60) square feet and shall begin six (6) feet from the face of the curb line along East Grand Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 6:30 A.M. to 7:30 P.M.
Saturday and Sunday, 8:00 A.M. to 5:00 P.M.

Compensation: \$300.00/Seating: 8.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M. nor later than 11:00 P.M..

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Greek Town Gyros Number 2, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Greek Town Gyros Number 2, 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 800 West Altgeld Street. Said sidewalk cafe area shall be twenty-six (26) feet in length and thirteen (13) feet in width, for a total of three hundred thirty-eight (338) square feet and shall begin six (6) feet from the face of the curb/building line along West Altgeld Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 9:00 P.M.
Friday and Saturday, 10:00 A.M. to 11:00 P.M.

Compensation: \$473.00/Seating: 32.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Hardtales, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Hardtales, 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 3937 North Lincoln Avenue. Said sidewalk cafe area shall be forty-seven (47) feet in length and eight (8) feet in width, for a total of three hundred seventy-six (376) square feet and shall begin six (6) feet from the face of the curb/building line along West Larchmont Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 16.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

*La Madeleine Of Illinois, Inc. (Doing Business As
La Madeleine French Bakery & Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to La Madeleine of Illinois, Inc., doing business as La Madeleine 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 2813 North Broadway. Said sidewalk cafe area shall be thirty-eight point eight (38.8) feet in length and thirteen (13) feet in width, for a total of five hundred four (504) square feet and shall begin six (6) feet from the face of the curb line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 8:00 A.M. to 10:00 P.M.
Friday and Saturday, 8:00 A.M. to 11:00 P.M.

Compensation: \$705.00/Seating: 15.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Mi Casa Su Casa.

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

SECTION 1. Permission and authority are hereby given and granted to Mi Casa Su Casa, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2524 North Southport Avenue. Said sidewalk cafe area shall be forty-one (41) feet in length and six (6) feet in width, for a total of two hundred forty-six (246) square feet and shall begin six (6) feet from the face of the curb line along West Hill Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 6:00 P.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 36.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Kentada, Inc. (Doing Business As Pizza Capri).

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

SECTION 1. Permission and authority are hereby given and granted to Kentada, Inc., doing business as Pizza Capri, 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 1501 East 53rd Street. Said sidewalk cafe area shall be twenty-six (26) feet, four (4) inches in length and nine (9) feet in width, for a total of two hundred thirty-seven (237) square feet and shall begin six (6) feet from the face of the curb/building line along South Harper Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 35.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Pontiac Produce Company.

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

SECTION 1. Permission and authority are hereby given and granted to Pontiac Produce 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 1531 North Damen Avenue. Said sidewalk cafe area shall be eighteen (18) feet in length and five (5) feet in width, for a total of ninety (90) square feet and shall begin six (6) feet from the face of the curb/building line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 10:00 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 15.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

*Lake Canal, Inc. (Doing Business As
Slaps Canal Street Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Lake Canal, Inc., doing business as Slaps Canal Street Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 212 North Canal Street. Said sidewalk cafe area shall be forty (40) feet, ten (10) inches in length and ten (10) feet, ten (10) inches in width, for a total of four hundred five (405) square feet along North Canal Street and sixty-nine (69) feet, thirty-three (33) inches in length, eight (8) feet, six (6) inches in width from the face of the curb/building line along North Canal Street for a total of five hundred ninety-five (595) square feet along North Milwaukee Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 12:00 Midnight

Compensation: \$680.00/Seating: 96.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

*Starbucks Coffee Company (Doing Business As
Starbucks Coffee).
(1001 West Armitage Avenue)*

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Company, doing business as Starbucks Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1001 West Armitage Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and four (4) feet in width, for a total of eighty (80) square feet and shall begin nine (9) feet, six (6) inches from the face of the curb/building line 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, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 15.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Starbucks Coffee Company.
(555 South Dearborn Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks 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 555 South Dearborn Street. Said sidewalk cafe area shall be fifteen (15) feet in length and twelve (12) feet in width, for a total of one hundred eighty (180) square feet and shall begin six (6) feet from the face of the curb/building line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$300.00/Seating: 6.

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 Transportation 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 Transportation.

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 Transportation and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation 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 Transportation 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 Revenue.

Starbucks Coffee.
(202 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 Starbucks Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 202 North Michigan Avenue. Said sidewalk cafe area shall be twelve (12) feet in length and five (5) feet in width, for a total of sixty (60) square feet and shall begin six (6) feet from the face of the curb/building line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 6:30 P.M.
Saturday, 8:30 A.M. to 5:30 P.M.

Compensation: \$432.00/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.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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 Transportation 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 Transportation.

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 Transportation and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either

performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation 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 Transportation 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 Revenue.

Suparossa Ristorante & Pizzeria.

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

SECTION 1. Permission and authority are hereby given and granted to Suparossa Ristorante & Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4256 North Central Avenue. Said sidewalk cafe area shall be twenty-eight (28) feet in length and twelve (12) feet in width, for a total of three hundred thirty-six (336) square feet and shall have six (6) feet from the face of the curb/building line along West Cullom Avenue. 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 11:00 P.M.

Friday and Saturday, 12:00 Noon to 11:00 P.M.

Compensation: \$300.00/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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Szechwan East Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Szechwan East 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 East Ohio Street. Said sidewalk cafe area shall be thirty-one (31) feet in length and eight (8) feet, six (6) inches in width, for a total of two hundred sixty-three (263) square feet and shall begin six (6) feet from the face of the curb/building line along East Ohio Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 2:00 P.M. to 11:00 P.M.

Compensation: \$432.00/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.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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 Transportation 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 Transportation 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 Transportation 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 Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

U.C.M., Incorporated (Doing Business As The Torchlight Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to U.C.M., Incorporated, doing business as The Torchlight Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3358 North Paulina Street. Said sidewalk cafe area shall be thirty (30) feet in length and six (6) feet in width, for a total of one hundred and eighty (180) square feet and shall begin eight (8) feet from the face of the curb/building line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 4:00 P.M. to 11:00 P.M.
Saturday and Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 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 Transportation 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 Transportation 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 Transportation 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 Transportation 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.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO CAFE ESCADA
FOR SIDEWALK CAFE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 amendment to an ordinance originally passed by the City Council on May 17, 1995, pages 1637 -- 1639 of the Council Journal of Proceedings. Said amendment changes the name of the business from Cafe Escada to Cafe Galleria on Chestnut Street. This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on May 17, 1995 for Cafe Escada, located at 840 North Michigan Avenue, and printed upon pages 1637 -- 1639 of the Journal of Proceedings of the City Council of the City of Chicago is hereby amended by deleting the words: "Cafe Escada", and inserting in their place the words: "Cafe Galleria on Chestnut Street".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR APPROVAL OF PLAT OF LILL ON
THE PARK RESUBDIVISION AT INTERSECTION
OF WEST LILL AVENUE AND NORTH
SEMINARY AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 to approve a proposed plat of Lill on the Park Resubdivision located at the southeast corner of the intersection of West Lill Avenue and North Seminary Avenue in the block bounded by West Lill Avenue, North Seminary Avenue, West Altgeld Street and North Sheffield Avenue. This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approved a proposed plat of Lill on the Park Resubdivision located at the southeast corner of the intersection of West Lill Avenue and North Seminary Avenue, having a frontage of 181.12 feet on the south line of West Lill Avenue and having a frontage of 124.40 feet on the east line of North Seminary Avenue in the block bounded by West Lill Avenue, North Seminary Avenue, West Altgeld Street and North Sheffield Avenue as shown on the attached plat, when the

necessary certificates are shown on said plat for the Lill on the Park Resubdivision (File No. 29-43-95-1947).

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, DEDICATION AND REDEDICATION OF PORTIONS
OF SPECIFIED STREETS AND ALLEYS IN BLOCK
BOUNDED BY WEST POLK STREET, WEST
TAYLOR STREET, SOUTH LAWDALE
AVENUE AND SOUTH CENTRAL
PARK AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 a portion of West Arthington Street together with the east/west 16 foot public alley in the area bounded by West Polk Street, West Arthington Street, South Lawndale Avenue and South Central Park Avenue; also providing for the rededication of a portion of West Taylor Street, and the dedication and rededication of a portion of South Lawndale Avenue. This ordinance was referred to the committee on July 31, 1995.

This recommendation was concurred in by a viva voce vote of the members of the committee, with one dissenting vote from Alderman William Beavers (7th Ward).

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 public alley 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 West Arthington Street lying north of the north line of Lots 61 to 71, both inclusive, in Gilbert and Givens' Subdivision of the south 10 acres of the north 25 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, also the vacation of R.C. Givens' Subdivision of the south 10 acres of the north 25 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; and which lies south of the south line of Lots 1 to 10, both inclusive, in Oscar H. Zuegel's Subdivision of Lots 25 to 36, both inclusive, in Gilbert and Givens' Subdivision aforesaid, and which lies west

of a line drawn from the southwest corner of Lot 37 in Gilbert and Givens' Subdivision aforesaid, said southwest corner of Lot 37, also being the southeast corner of Lot 10 in Oscar H. Zuegel's Subdivision aforesaid to the northeast corner of Lot 61 in Oscar H. Zuegel's Subdivision aforesaid and which lies easterly and northeasterly of the following described line:

commencing at the northwest corner of Lot 72 in Gilbert and Givens' Subdivision aforesaid; thence east along the north line of Lots 71 and 72 in Gilbert and Givens' Subdivision aforesaid, said north line having an assumed bearing of south 89 degrees, 09 minutes, 04 seconds east for the purposes of this description for a distance of 33.00 feet to the place of beginning of the line to be described herein; thence north and northwesterly along a curve, convex to the northeast, having a radius of 75.00 feet for an arc distance of 56.98 feet to a point of reverse curvature, the last described curve having a chord length of 55.62 feet, bearing north 21 degrees, 29 minutes, 30 seconds west; thence northwesterly along a curve convex to the southwest, tangent to the last described curve, having a radius of 45.00 feet for an arc distance of 17.46 feet to a point, said curve having a chord length of 17.35 feet, bearing north 32 degrees, 08 minutes, 28 seconds west; said point being on the south line of Lot 1 in Oscar H. Zuegel's Subdivision aforesaid, 3.07 feet east of the southwest corner of Lot 1 in Oscar H. Zuegel's Subdivision aforesaid, said point also being the northern terminus of the line described herein;

Also

that part of the east/west 16-foot public alley lying south of the south line of Lots 1 to 12, both inclusive, in Gilbert and Givens' Subdivision aforesaid; lying south of the south line of Lots 1 to 7, both inclusive, in the resubdivision of Lots 13 to 20, both inclusive, in Gilbert and Givens' Subdivision aforesaid; lying south of the south line of Lots 21 to 24, both inclusive, in Gilbert and Givens' Subdivision aforesaid; lying north of the north line of Lots 1 to 10, both inclusive, in Oscar H. Zuegel's Subdivision aforesaid; lying north of the north line of Lots 37 to 48, both inclusive, in Gilbert and Givens' Subdivision aforesaid; lying west of a line drawn from the southeast corner of Lot 1 in Gilbert and Givens' Subdivision aforesaid, to the northeast corner of Lot 48 in Gilbert and Givens' Subdivision aforesaid, and which lies east of a line drawn from the southwest corner of Lot 24 in Gilbert and Givens' Subdivision aforesaid, to the northwest corner of Lot 1 in Oscar H. Zuegel's Subdivision aforesaid, said part of public street and public alley herein vacated being further described as West Arthington Street lying between an irregular shaped line drawn from a point on the north line of West Arthington Street, 3.07 feet east of the east line of South Lawndale Avenue to a point on the south line of West Arthington Street, 33.00 feet east of the east line of South Lawndale Avenue and a line 298.75 feet, more or less, east of the east line of South Lawndale Avenue together with the east/west 16-foot public alley in the block bounded by West Polk Street, West

Arthington Street, South Lawndale Avenue and South Central Park Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. Sears, Roebuck and Company shall rededicate and dedicate or cause to be rededicated and dedicated to the public and open up for public use as public streets the following described property:

all those parts of vacated West Taylor Street and vacated South Lawndale Avenue which were vacated by ordinance approved by the City Council of the City of Chicago on October 13, 1964 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 14, 1964 as Document Number 19332662 and which are described as follows:

"all that part of vacated West Taylor Street lying south of and adjoining the south line of Lots 73 to 96, both inclusive, and said south line of Lot 73 produced west 33.00 feet, in Gilbert and Givens' Subdivision of the south 10 acres of the north 25 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois"; and lying north of and adjoining a line 6.00 feet north of and parallel with the north line of Lots 126 to 150, both inclusive, in Gilbert and Givens' Subdivision of the south 15 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; "and all that part of vacated South Lawndale Avenue, being 33.00 feet in width, lying west of and adjoining the west line of Lot 73, lying north of and adjoining the south line of said Lot 73 produced west 33.00 feet and lying south of and adjoining the easterly extension of the south line of the north 16.00 feet of the south 60.00 feet of the north 260.00 feet lying south of the south line of West Arthington Street and east of the east line of the south half of the west half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois";

Also

the following property to be dedicated for South Lawndale Avenue, being described as follows:

the west 33.00 feet of Lots 71 and 72, taken as a single tract, and the west 33.00 feet of Lots 73 and 74, taken as a single tract, and the west 33.00 feet of the vacated east/west 16 foot public alley vacated by ordinance approved by the City Council of the City of Chicago on October 13, 1964 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 14, 1964 as Document Number 19332662, in Gilbert and Givens' Subdivision of the south 10 acres of the north 25 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, as colored in yellow and indicated by the words "To Be Rededicated" and "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves a 30 foot easement located 15.00 feet on each side of the center of the existing 15 inch sewer located approximately on the centerline of West Arthington 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, and reconstruction of said facilities, or the construction of additional municipally-owned service facilities, with the right of ingress and egress at all times.

The City of Chicago hereby reserves West Arthington Street as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in the public 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 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.

The City of Chicago hereby reserves the east/west 16 foot public alley as herein vacated, as a right-of-way for existing City electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities necessary or appropriate for the lighting of the public ways only. 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 respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over and along the east/west 16 foot public alley as herein vacated with the right of ingress and egress.

The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company, their successors or assigns, an easement to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of or abandon in place all or any part of a gas main or service pipes and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations in, over, through, under, along and across that portion of West Arthington Street as herein vacated with the right of ingress and egress at all times with reasonable notice.

SECTION 4. The vacations herein provided for are made upon the express condition that within 180 days after the passage of this ordinance Sears, Roebuck and Company and the Chicago Park District shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street and public alley hereby vacated, the sum of _____ Dollars (\$ _____), which sum in the judgment of this body will be equal to such benefits; and further, shall within 180 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 west terminus of West Arthington Street hereby vacated and to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the 16 foot east/west public alley hereby vacated, similar to the sidewalk and curb in South Lawndale Avenue and South Central Park Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Sears, Roebuck and Company and the Chicago Park District 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, and a plat duly executed and acknowledged by the appropriate owner, providing for the dedication of the

property described in Section 2 hereof. The Superintendent of Maps shall not approve any such drawing unless and until he has received notice by the Corporation Counsel that, in the opinion of the Corporation Counsel the Chicago Park District has been duly conveyed or otherwise holds the right to reversion, upon vacation of the portion of West Arthington Street as herein vacated.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawings referred to in this ordinance printed on pages 5966 through 5967 through of this Journal.]

**VACATION OF PORTION OF SOUTH ANTHONY AVENUE
BETWEEN SOUTH KIMBARK AVENUE AND
SOUTH DANTE AVENUE.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 Anthony Avenue, lying between the southeasterly line of South Kimbark Avenue extended northeasterly and the northwesterly line of South Dante Avenue. This ordinance was referred to the committee on July 31, 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 5968)

(Page 1 of 2)

Dr. No. 14-24-94-1886 Rev. July 12, 1995
Page 1 of 2

NORTH

66 W. POLK ST. 66

S. LAWDALE AV.

To Be Dedicated

To Be Rededicated

E. line of the S. 1/2 of the
W. 1/2 of the E. 1/2 of the
S.W. 1/4 of Sec. 14-38-13

To Be Rededicated

See Pg. 2
For Detail

200

60

120.01

66 W. ARTHINGTON ST. 66

Vacated 265.72

66 W. TAYLOR ST. 66

F To Be Rededicated

Right of Way A

B. & O. C. T R.R.

Vacated by Ord. Passed July 17, 1911

Vacated by Ord. Passed Dec. 18, 1911

66 S. CENTRAL PARK

Ordinance associated with this drawing printed on pages 5960 through 5965 of this Journal.

(Page 2 of 2)

"A"

Gilbert and Givins' Subdivision of the south 15 acres of the east half of the east half of the southwest quarter of Section 14-39-13.

"B"

Gilbert and Givins' Subdivision of the south 10 acres of the north 25 acres of the east half of the east half of the southwest quarter of Section 14-39-13, also the vacation of R.C. Givins' Subdivision of the south 10 acres of the north 25 acres of the east half of the east half of the southwest quarter of Section 14-39-13.

"C"

Resubdivision of Lots 13 to 20, inclusive, in Gilbert and Givens' Subdivision, etc. (See "B").

"D"

Oscar H. Zuegel's Subdivision of Lots 25 to 36 both inclusive in Gilbert and Givins' Subdivision, etc. (See "B").

"E"

Plat showing right-of-way of B. & O.C.T.R.R. Co..

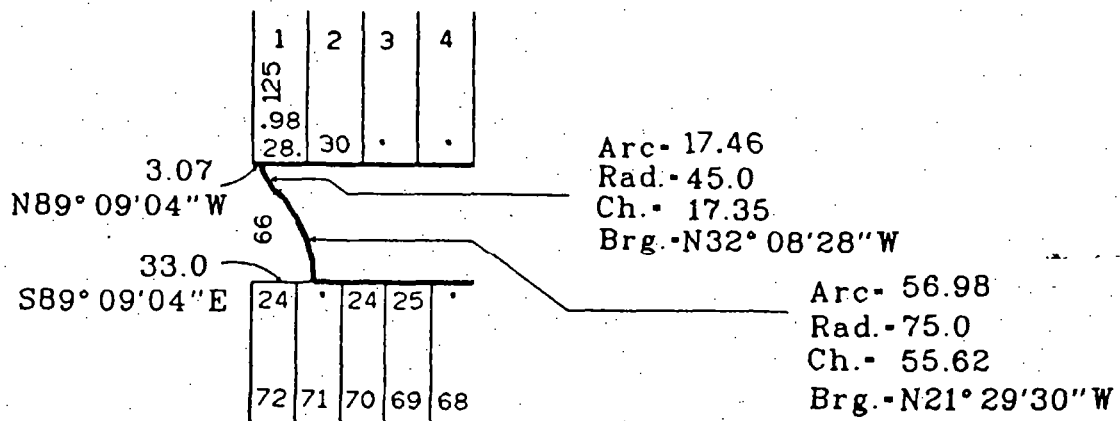
"F"

Vacated by ordinance passed October 13, 1964.

Recorded December 14, 1964.

Document Number 19332662.

Dr. Number 14-24-94-1886, Revised July 12, 1995.



(Continued from page 5965)

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of parts of public streets for reduced compensation; and

WHEREAS, The properties at 7780 South Dante Avenue are owned by the LaSalle National Bank, a national banking association, as Trustee, under Trust Agreement dated April 1, 1993 and known as Trust No. 117789; the

sole beneficiaries of which trust are Robert DeNormandie, Sr., Ted R. Mackinson, Elmira DeNormandie and Daral DeNormandie; and

WHEREAS, The above described trust leases the property to the DeNormandie Towel & Linen Supply Co., a firm employing 220 persons in the preparation of hygienically clean textile items; and

WHEREAS, The DeNormandie Towel & Linen Supply Co. proposes to limit the use of part of South Anthony Avenue to be vacated herein for such manufacturing purposes and other such uses which are reasonably necessary therefor; 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 alley 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 Anthony Avenue lying southwesterly of the southwesterly line of the Calumet Skyway Toll Bridge, said line also being described as the southwesterly line of Lots 2 to 17, both inclusive, in Block 75, lying northeasterly of the northeasterly line of Lots 1 to 14, both inclusive, in Block 76, lying southeasterly of the northwesterly line of Lot 14 extended northeasterly to the southwesterly line of the Calumet Skyway Toll Bridge said line also being described as the southwesterly line of Lots 2 to 17, both inclusive, in Block 75, and lying northwesterly of a line drawn from the southerly corner of Lot 2 in Block 75 to the westerly corner of Lot 1 in Block 76, all in Cornell, being a subdivision of the west half of Section 26, the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter), the north half of the northwest quarter, the south half of the northwest quarter west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, all in Township 38 North, Range 14 East of the Third Principal Meridian, said public street herein vacated being further described as the vacation of South Anthony Avenue lying between the southeasterly line of South Kimbark Avenue extended northeasterly and the northwesterly line of South Dante Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves South Anthony Avenue 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 Anthony Avenue 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.

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 South Anthony Avenue as herein vacated, with the right of ingress and egress.

SECTION 3. The City of Chicago hereby reserves to itself all of that portion of South Anthony Avenue as herein vacated, as a perpetual right-of-way and easement for ingress and egress for installation, construction, use, maintenance, repair, renewal and reconstruction of a highway bridge known as Interstate Highway Route 90, also known as the Chicago Skyway Toll Bridge at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on such right-of-way and easement herein reserved or other use made of such area which in the judgment of the Commissioner of Streets and Sanitation or such successor municipal official having control of the aforesaid service facilities would interfere with the rights of ingress and egress herein reserved.

SECTION 4. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) or materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to benefits accruing because of the release or an abandonment.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the LaSalle National Bank, N. A., as Trustee, Trust No. 117789, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 4 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on
page 5972 of this Journal.]

VACATION OF PORTION OF EAST EVANS COURT AND SPECIFIED
PUBLIC ALLEYS IN AREA BOUNDED BY EAST CHICAGO
AVENUE, EAST SUPERIOR STREET, NORTH
RUSH STREET AND NORTH MICHIGAN
AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 East Evans Court west of North Michigan Avenue; together with all of the east/west 13 foot public alley, all of the north/south 13 foot public alley, and the west 27 feet of the east/west 10 foot public alley all in the area bounded by East Chicago Avenue, East Superior Street, North Rush Street and North Michigan Avenue. This ordinance was referred to the committee on July 31, 1995.

(Continued on page 5973)

Ordinance associated with this drawing printed on
pages 5969 through 5971 of this Journal.

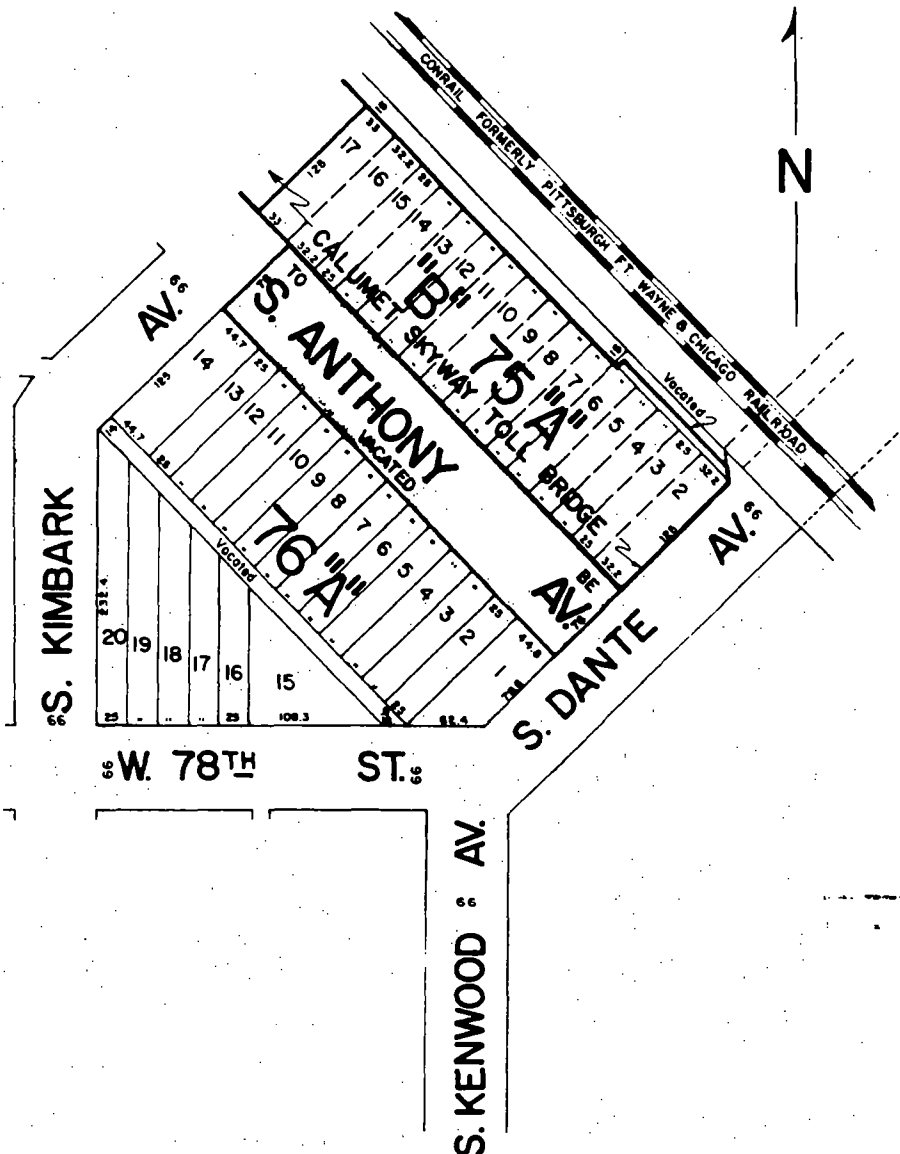
"A"

Cornell, Being a Sub. of the W.1/2 of Sec. 26, the S.E.1/4 of Sec. 26,
(With the Exception of the E.1/2 of N.E.1/4 of Said S.E.1/4) the N.1/2
of the N.W.1/4, the S.1/2 of the N.W.1/4, W. of the I.C.R.R. and the
N.W.1/4 of N.E.1/4 of Sec. 35; all in T.38, N.R.14 E. of 3rd P.M.

"B"

Property Acquired by Deeds and Easements for Calumet Skyway Toll
Bridge Pursuant to Ordinance Passed by City Council June 16, 1955.

DR. NO. 26-6-93-1766



(Continued from page 5971)

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street, public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of East Evans Court lying south of the south line of Lots 12, 13, 14 and 16 in Butler's Subdivision of the northeast corner of Block 53 in Kinzie's Addition to Chicago, being a subdivision of the north fractional part of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, lying south of the south line of the north/south public alley vacated by ordinance approved by the City Council December 22, 1937 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, February 18, 1938 as Document No. 12121471; also being described as a line drawn from southeast corner of Lot 14 to the southwest corner of Lot 16 in

Butler's Subdivision aforesaid, lying north of the north line of Lots 24 and 25 in Assessor's Division of parts of Blocks 33, 39, 46, 47 and 53 in Kinzie's Addition aforesaid, lying north of the north line of Lots 4 and 5 in Flower's Resubdivision of the southeast corner of Block 53 in Kinzie's Addition to Chicago aforesaid, lying east of the east line of Lot 11 in Butler's Subdivision aforesaid and lying west of the west line of North Michigan Avenue as widened by Order of Possession entered by the County Court of Cook County, State of Illinois on March 25, 1924 as Docket No. 33202, said west line of North Michigan Avenue as widened also described as the east line of the northerly extension of the east line of Lot 4 in Flower's Resubdivision aforesaid;

Also

all of the east/west 10 foot public alley, all of the east/west 13 foot public alley and all of the north/south 13 foot public alley as opened by ordinance passed March 2, 1891, Case No. 91772 said alleys as opened being described as the south 10 feet of Lot 10, the west 13 feet of Lot 11 and the south 13 feet (except the west 13 feet) of Lot 11 all in Butler's Subdivision of the northeast corner of Block 53 in Kinzie's Addition to Chicago aforesaid;

Also

that part of the east/west 10 foot public alley lying south of the south line of Lot 9, lying north of the north line of Lot 11, lying east of the east line of Lot 10 and lying west of the southerly extension of the east line of Lot 9 all in Butler's Subdivision of the northeast corner of Block 53 in Kinzie's Addition to Chicago aforesaid, said part of public street, public alley and part of public alley as herein vacated being further described as East Evans Court, west of the west line of North Michigan Avenue as widened; together with all of the east/west 13 foot public alley, all of the north/south 13 foot public alley, and the west 27 feet, more or less, of the east/west 10 foot public alley all in the area bounded by East Chicago Avenue, East Superior Street, North Rush Street and North Michigan Avenue as widened 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 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 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 telephonic and associated services

under, over, and along that part of public street, public alley and part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, Thomas J. Klutznick 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 area are hereby vacated, the sum of Two Million Five Hundred Ninety-eight Thousand Two Hundred and no/100 Dollars (\$2,598,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to East Evans Court similar to the sidewalk and curb in North Michigan Avenue between East Chicago Avenue and East Superior Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, Thomas J. Klutznick 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.

[Drawings referred to in this ordinance printed on
pages 5976 through 5978 of this Journal.]

VACATION OF PORTION OF EAST/WEST PUBLIC ALLEY
IN BLOCK BOUNDED BY WEST 21ST STREET,
WEST CERMAK ROAD, SOUTH RACINE
AVENUE AND SOUTH MAY STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 5979)

Ordinance associated with this drawing printed on pages
5973 through 5975 of this Journal.

(Page 2 of 3)

"A"

Kinzie's Addition to Chicago, being a subdivision of the north fractional part
of Section 10-39-14.

"B"

Assessor's Division of parts of Blocks 33 and 53 and Blocks 39, 46 and 47 in
Kinzie's Addition to Chicago, etc. (See "A").

"C"

Butler's Subdivision of the northeast corner of Block 53 in Kinzie's Addition
to Chicago, etc. (See "A").

"D"

Subdivision of Lots 18, 19, 29 and 21 in Assessor's Division (See "B").

Ordinance associated with this drawing printed on pages
5973 through 5975 of this Journal.

(Page 3 of 3)

"E"

Flower's Resubdivision of the southeast corner of Block 53 in Kinzie's
Addition to Chicago, etc. (See "A").

"F"

Ordinance for opening alley, passed March 2, 1891. Confirmed June 21, 1992,
Warrant Number 15249. Order of Possession (no date available).

"G"

Vacated by ordinance passed December 22, 1937. Recorded February 18,
1938, Document Number 12121471.

"H"

Ordinance for widening of North Michigan Avenue, from East Randolph
Street to East Chicago Avenue, passed July 14, 1913. Order of Possession,
March 25, 1924.

Dr. Number 10-42-93-1789, revised September 29, 1994.

(Continued from page 5975)

CHICAGO, July 31, 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 east/west 18 foot public alley in the block bounded by West 21st Street, West Cermak Road, South Racine Avenue and South May Street. This ordinance was referred to the committee on July 31, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The properties at 1154 to 1166 West Cermak Road are owned by Metropolitan Bank and Trust Company, as Trustee, under a Trust Agreement dated May 1, 1990 and known as Trust No. 1837, the beneficiary of which trust is Open Kitchens, Inc., an Illinois corporation; and

WHEREAS, The properties at 1157 to 1167 West 21st Street are owned by Open Kitchens, Inc.; and

WHEREAS, Open Kitchens, Inc. is a firm employing 85 persons in the preparation of packaged meals; and

WHEREAS, Open Kitchens, Inc. proposes to limit the use of the part of the adjacent alley to be vacated herein for such manufacturing purposes and other such uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the east/west 18 foot public alley lying south of the south line of Lots 18 and 19 in Walsh's Subdivision of the west half of Block 22 of Walsh and McMullen's Subdivision of the south three-quarters of the southeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian; lying south and southeasterly of the south and southeasterly lines of Lots 21, 22 and 23 in subdivision of the east half of

Block 22 of Walsh and McMullen's Subdivision aforesaid, lying north of the north line of Lots 20 and 21 in Walsh's Subdivision of the west half of Block 22 aforesaid, lying north and northeasterly of the north and northeasterly lines of Lots 18, 19 and 20 in subdivision of the east half of Block 22 aforesaid, lying west of a line drawn from the point of intersection of the east and southeasterly lines of Lot 21 in subdivision of the east half of Block 22 aforesaid, to the intersection of the east and northeasterly lines of Lot 18 in subdivision of the east half of Block 22 aforesaid, lying east of a line drawn from the southwest corner of Lot 18 in Walsh's Subdivision of the west half of Block 22 aforesaid, to the northwest corner of Lot 21 in Walsh's Subdivision aforesaid, said public alley herein vacated being further described as all of the east/west 18 foot public alley in the block bounded by West 21st Street, West Cermak Road, South Racine Avenue and South May 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 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 the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public ways vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of production facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

SECTION 4. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, Teri Fiore

shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive covenant complying with Section 3 of this ordinance, approved by the Corporation Counsel, and 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 5983 of this Journal.]

CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC
ON PORTION OF NORTH TRIPP AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 construct a cul-de-sac on the 800 block of North Tripp Avenue, between West Chicago Avenue and West Iowa Street. This order was referred to the committee on July 13, 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 5984)

Ordinance associated with this drawing printed on pages
5979 through 5982 of this Journal.

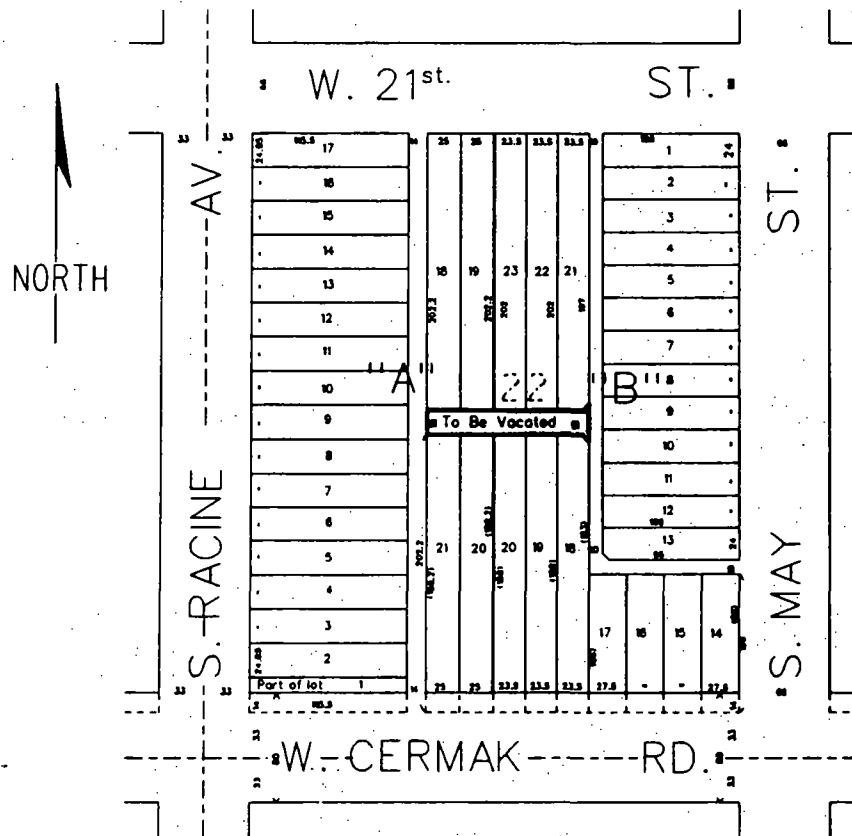
"A"

Walsh's Sub. of W. 1/2 of Blk. 22 of Walsh &
McMullen's Sub. of S. 3/4 of S.E. 1/4 of Sec.
20-39-14

"B"

Sub. of E. 1/2 of Blk. 22 of Walsh & McMullen's
Sub. of S. 3/4 of S.E. 1/4 of Sec. 20-39-14

Dr. No. 20-25-94-1816



(Continued from page 5982)

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a cul-de-sac to be installed in the 800 block of North Tripp Avenue, between West Chicago Avenue and West Iowa Street.

ESTABLISHMENT OF BUS STAND ON PORTION
OF EAST 14TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 transmitted herewith (referred on July 13, 1995) authorizing and directing the Chicago Transit Authority to establish a bus stand on the south curb of East 14th Street, from a point 30 feet west of the west property line of South Indiana Avenue, to a point 145 feet west thereof.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 9-64-140(a) of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
East 14th Street (south curb)	From a point 30 feet west of the west property line of South Indiana Avenue, to a point 145 feet west thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop

temporarily in such space for purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 9-64-140(b) of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 9-4-020 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred and no/100 Dollars (\$200.00) for each offense".

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

**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, July 31, 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 July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Electrical Supply Warehouse/Mr. Gilbert Smith.

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 authorized and directed to exempt Mr. Gilbert Smith, Electrical Supply Warehouse, 2010 South Desplaines Street, from the provisions requiring barriers as a prerequisite to prohibit alley egress and/or ingress to the parking facilities located at 541 West 40th Place.

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

New City Construction Corporation/Tom And Eamon McCauley.

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 Tom and Eamon McCauley, New City Construction Corporation, 624 -- 632 West Wrightwood Avenue, Chicago, Illinois 60614, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 624 -- 632 West Wrightwood Avenue.

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

R.N. Realty Ventures/Strouds/Mr. Lee Rabman.

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 Lee Rabman of R.N. Realty Ventures/Strouds, 2633 North Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF NORTH LASALLE STREET AS
"COLONEL JACOB M. ARVEY WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 North LaSalle Street, from West Randolph Street to West Lake Street, as "Colonel Jacob M. Arvey Way". This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of North LaSalle Street, between West Randolph Street and West Lake Street, as "Colonel Jacob M. Arvey Way".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF EAST WASHINGTON STREET
AS "JOHN H. BRYAN WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 East Washington Street, from North Michigan Avenue to North Wabash Avenue, as "John H. Bryan Way". This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of East Washington Street, between North Michigan Avenue and North Wabash Avenue, as "John H. Bryan Way".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF NORTH NINA AVENUE AS
"NORWOOD PARK HOME DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 North Nina Avenue, from North Harlem Avenue to North Avondale Avenue, as "Norwood Park Home Drive". This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council authorizing the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of North Nina Avenue, between North Harlem Avenue and North Avondale Avenue, as "Norwood Park Home Drive".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF EAST MONROE STREET AS
"PALMER HOUSE HILTON WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 East Monroe Street, from South State Street to South Wabash Avenue, as "Palmer House Hilton Way". This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of East Monroe Street, between South State Street and South Wabash Avenue, as "Palmer House Hilton Way".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF EAST MONROE STREET AS
"CAPTAIN WILLIAM PINKNEY WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 East Monroe Street, from South Michigan Avenue to South Lake Shore Drive, as "Captain William Pinkney Way". This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of East Monroe Street, between South Michigan Avenue and South Lake Shore Drive, as "Captain William Pinkney Way".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF
PORTION OF EAST RANDOLPH STREET AS
"JESSIE A. WOODS WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 East Randolph Street, from North Michigan Avenue to North Wabash Avenue, as "Jessie A. Woods Way". This ordinance was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of East Randolph Street, between North Michigan Avenue and North Wabash Avenue, as "Jessie A. Woods Way".

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

CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF EAST 131ST STREET AS
"IRENE DARLING STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 East 131st Street, from South Langley Avenue to South Champlain Avenue, as "Irene Darling Street". This order was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate East 131st Street, from South Langley Avenue to South Champlain Avenue, memorializing the street to "Irene Darling Street".

CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF WEST CHICAGO AVENUE
AS "PASTOR SUPERINTENDENT
OBE HENDRICKS AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 West Chicago Avenue, from North Laverne Avenue to North Laramie Avenue, as "Pastor Superintendent Obe Hendricks Avenue". This order was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Chicago Avenue, from North Laverne Avenue to North Laramie Avenue, memorializing the street to "Pastor Superintendent Obe Hendricks Avenue".

CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH INDIANA AVENUE
AS "REVEREND E. J. JONES AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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 Indiana Avenue, from East 51st Street to East 55th Street, as "Reverend E. J. Jones Avenue". This order was referred to the committee on July 13, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Indiana Avenue, from East 51st Street to East 55th Street, memorializing the street to "Reverend E. J. Jones Avenue".

SEPTEMBER 4, 1995 DECLARED "REVEREND HENRY MITCHELL
DAY IN 24TH WARD OF CHICAGO" AND HONORARY
DESIGNATION OF PORTION OF SOUTH HAMLIN
AVENUE AS "DR. HENRY MITCHELL AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 31, 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* a proposed resolution requesting the Commissioner of Transportation to take the actions necessary to honorarily designate South Hamlin Avenue, from West 14th Street to West Cermak Road, as "Dr. Henry Mitchell Avenue". This resolution was referred to the committee on July 13, 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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Reverend Henry Mitchell was born September 15, 1930 in Louisiana; and

WHEREAS, Reverend Henry Mitchell relocated to Chicago, Illinois in 1947; and

WHEREAS, Reverend Henry Mitchell was the father of, and raised twelve children in the City of Chicago; and

WHEREAS, Reverend Henry Mitchell was called into the ministry and ordained at the Pilgrim Rest Missionary Baptist Church in Chicago, Illinois, in the year 1954; and

WHEREAS, Reverend Henry Mitchell founded the North Star Missionary Baptist Church in 1955 at 1414 South Hamlin Avenue in the 24th Ward; and

WHEREAS, Reverend Henry Mitchell was an activist in the 1960s and led demonstrations against inequality, hunger and unemployment; and

WHEREAS, Reverend Henry Mitchell was president of the North Star United Missionary Workers of America, a non-profit community group that provided numerous social services to the community; and

WHEREAS, Reverend Henry Mitchell expired on Friday, October 28, 1994 at 1:27 A.M.; now, therefore,

Be It Resolved, This second day of August, 1995, that Monday, September 4, 1995 be declared as "Reverend Henry Mitchell Day in the 24th Ward of the City of Chicago"; and

Be It Further Resolved, That South Hamlin Avenue, from West 14th Street to West Cermak Road, be given the honorary name of "Dr. Henry Mitchell Avenue".

COMMITTEE ON ZONING.

AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NUMBER 17-I.

The Committee on Zoning submitted the following report:

CHICAGO, August 2, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 27, 1995, I beg leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

At this time, I move that this report pass immediately because time is of the essence.

Respectfully submitted,

(Signed) BERNARD STONE,

For WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 17-I in the area bounded by:

West Touhy Avenue; a line 118.81 feet west of North Francisco Avenue; the alley next south of and parallel to West Touhy Avenue; and a line 172.81 feet west of North Francisco 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 a series of resolutions presented by Aldermen Holt, Preckwinkle, Dixon, Shaw, Olivio, Burke, Allen and Laurino. The motion *Prevailed*.

On motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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 HOLT (5th Ward) And
ALDERMAN PRECKWINKLE (4th Ward):**

***RECOGNITION OF 57TH STREET CHILDREN'S BOOK FAIR
TO BE HELD ON SEPTEMBER 17, 1995.***

WHEREAS, The Hyde Park-Kenwood community has a unique commitment to literacy; and

WHEREAS, 57th Street has gained an international reputation as the home of some of the City of Chicago's finest new and used bookstores; and

WHEREAS, The Hyde Park-Kenwood community boasts many specialty bookstores and numerous cultural institutions; and

WHEREAS, The opening of school each fall should be celebrated in the community; and

WHEREAS, The City of Chicago is pleased to recognize the 57th Street Children's Book Fair to be held on September 17, 1995 on East 57th Street, between South Kenwood Avenue and South Kimbark Avenue as the first of its kind for children and a premier event for families; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, do hereby recognize the 57th Street Children's Book Fair to be held on September 17, 1995, as the first of its kind for children and a premier event for families.

Presented By

ALDERMAN STEELE (6th Ward):

TRIBUTE TO LATE MR. EDDIE LEWIS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Eddie Lewis, beloved citizen and friend, June 18, 1995; and

WHEREAS, Born June 3, 1926, in Leland, Mississippi, Eddie Lewis moved to Chicago as a teenager and attended Saint Elizabeth High School. He married the former Louise Trussell June 20, 1950, and worked almost three decades for the Albany Printing Company; and

WHEREAS, A versatile, caring man, Eddie Lewis was a respected poet and raconteur, and had many friends. Beside them, he leaves to mourn his loving wife of forty-five years; three children; five grandchildren; four great-grandchildren and other relatives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do

hereby express our sorrow on the passing of Eddie Lewis, 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 Mrs. Eddie Lewis and family.

**CONGRATULATIONS EXTENDED TO MRS. MATTIE HARPER
ON HER ONE HUNDREDTH BIRTHDAY.**

WHEREAS, On Sunday, August 6, 1995, her family and many friends will gather to honor Mrs. Mattie Harper, beloved resident of Chicago's great Park Manor neighborhood, in celebration of her one hundredth birthday; and

WHEREAS, Mrs. Mattie Harper was born August 2, 1985, the oldest of thirteen children. She learned family responsibility early in life and helped care for her younger siblings. She later met and married Walter Giles, and together they moved to Chicago and raised their own family of three: Charlotte, Maggie and Maceo; and

WHEREAS, Five generations of her progeny will be present at her celebrations beginning August 4, among them her grandson, Paxton Lumpkin, who was the captain of the first DuSable High School State of Illinois basketball championship team, and Mrs. Charlotte Gray, a granddaughter, who is principal of Dumas Elementary School. Others include a minister and several outstanding public servants; and

WHEREAS, Having observed our great City through the greatest part of its growth, Mrs. Mattie Harper has touched the lives of many citizens and has made many friends. She is truly a legend in her own time; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our heartiest congratulations to Mrs. Mattie Harper in celebration of her one hundredth birthday, and we extend to this fine citizen our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Mattie Harper.

**CONGRATULATIONS EXTENDED TO REVEREND
DARRELL LAMAR JACKSON ON HIS FIRST
ANNIVERSARY AS PASTOR OF
LIBERTY BAPTIST CHURCH.**

WHEREAS, His many friends and followers are gathering Sunday, August 20, 1995, to celebrate the first anniversary of the Reverend Darrell Lamar Jackson as pastor of Liberty Baptist Church; and

WHEREAS, Pastor Darrell Lamar Jackson succeeded both his father, Reverend A. Patterson Jackson, and his grandfather Reverend Durman Zollie Jackson, as the third generation to pastor Liberty Baptist Church during the past sixty-nine years; and

WHEREAS, Darrell Lamar Jackson has had a lifetime association with Liberty Baptist Church. Born and raised in Chicago, he attended Dixon Elementary School and Emil G. Hirsch High School, and continuing a family tradition received his bachelor of arts degree from Morehouse College. Later, following in his father's footsteps, he received his master of divinity degree from Garrett Evangelical Theological Seminary in Evanston, Illinois; and

WHEREAS, Reverend Darrell Lamar Jackson held many positions at Liberty Baptist Church before becoming pastor, and in addition to a wide range of ministerial duties he is totally committed to his grateful community. He has been, for example, a member of the Hirsch High School Local School Council for two years, a member of the Illinois Commission for the African American Male, and has often become involved in political campaigns, including those of the late Mayor Harold Washington. During the past year, he has introduced to his church a Department of Aging Ministry as well as The New Horizons Ministry for Widows and Widowers. He has stressed togetherness in moving Liberty Baptist Church into the 21st Century; and

WHEREAS, Representing the strength and solidity of family life, Pastor Darrell Lamar Jackson and his loving wife, the former Michele Bullock, have one son, Maurice. With his flock, they share a life of spiritual and intellectual fulfillment; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby extend our heartiest congratulations to the Reverend Darrell Lamar Jackson on his first anniversary as pastor of Liberty Baptist Church, and our best wishes for his continuing success and inspiration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Darrell Lamar Jackson.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. WILLIE J. MOSES.

WHEREAS, God in his infinite wisdom has called to his eternal reward Willie J. Moses, beloved citizen and friend, July 15, 1995; and

WHEREAS, A native of Richland, Georgia, Willie J. Moses was born June 15, 1929, and moved to Chicago at an early age, attending Fuller Elementary School and Phillips High School; and

WHEREAS, Willie J. Moses served his country honorably in the United States Army and enjoyed a four-decade career in public service, working for the United States Post Office; and

WHEREAS, Willie J. Moses leaves to mourn his loving wife, Bertha; three children, Paulette, Darin and Derrik; four 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 second day of August, 1995, A.D., do hereby express our sorrow on the passing of Willie J. Moses, 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 Mrs. Willie J. Moses and family.

TRIBUTE TO LATE INFANT GENO ROUSE, JR.

WHEREAS, Almighty God in his infinite wisdom has called Geno Rouse, Jr. to his eternal reward at the tender age of three; and

WHEREAS, Geno (Gee Gee) was born May 12, 1992 as the first born to the union of Atondra and Geno Rouse, Sr.; and

WHEREAS, Geno, early in his life, exhibited amazing talents and unique skills such as mastery of the basic tool of counting and speaking some Spanish language terms and words; and

WHEREAS, Geno showed a particular fondness for his grandparents, Audrey (Granny) and Montee Rouse, Jr.; and

WHEREAS, Geno was dedicated to the Lord during the first month of his life at the Park Manor Christian Church; and

WHEREAS, Geno, in his brief time in this life touched many lives and will be sorely missed; and

WHEREAS, Geno leaves to cherish his memory, mother, Atondra; father, Geno, Sr.; sister, JeTaun; grandparents, Audrey, Montee, Jr., Cecelia, Roosevelt; great-grandparents, Albertha, Montee, Sr., and a number of aunts, uncles and cousins; and

WHEREAS, Geno's love of life and his ability to live it to the fullest endeared Geno to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Geno Rouse, Jr. 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 Geno Rouse, Jr..

TRIBUTE TO LATE MR. MARK CHRISTOPHER SANDERS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Mark Christopher "Chris" Sanders, beloved citizen, public servant, and a special friend to the people of the 8th Ward of the City of Chicago; and

WHEREAS, A lifelong Chicagoan who easily made friends throughout his given span of life, Mark C. Sanders was born October 4, 1971, and attended Saint Ailbe Grammar School, Hales Franciscan and Bowen High Schools, and Olive-Harvey College. He eventually became a valued employee of the City of Chicago Department of Streets and Sanitation's Bureau of Forestry. During his school years, and during the four years he served the citizens of

this great City, he touched those who knew him, not only with his expertise and enthusiasm, but also with his warm and generous spirit; and

WHEREAS, Mark C. Sanders was called early to a better life, but there remains to be shared his example as a loving, productive and caring family member and friend. He leaves to mourn his parents, Mr. and Mrs. John Sanders; his brother, John, Jr.; his sister, Sonja; his grandparents, Buck and Fannie Sanders of Beatrice, Alabama, and Emma Caldwell of Evansville, Indiana; his uncles, Gerald, Anthony, Kevin and Michael Pearson of Evansville, Indiana and David (Charmaine), Elbert (Barbara), Clinton (Lorna), Raymond (Beverly) Sanders of Chicago, Jimmy (Maude) Sanders of College Park, Georgia, and Jerome (Jackie) Sanders of Beatrice, Alabama; his great aunts, Herberlia Gold, Mayme Nelson of Evansville, Indiana, and Mabel Glover of North Chicago, Illinois; great uncle, Elbert Lyons, Sr. of Pensacola, Florida; aunts, Sandra Caldwell and Breanda Fields of Chicago, Ivia Wade, Kimberly, Vanita and Constance Pearson, Kathey (Glenn) Norman and Sharon (Charles) Crowe of Evansville, Indiana, Irene (Floyd) Bradberry, Fannie Mae (James) Vargas of Chicago, and Major Lynda C. Sanders of Eagle River, Alaska; a niece, Tashia; a nephew, Terrence; and a host of 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 second day of August, 1995, A.D., do hereby express our deep sorrow on the passing of Mark Christopher "Chris" Sanders, 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 Mr. and Mrs. John Sanders and family.

TRIBUTE TO LATE MR. ARTEMMIS TATE.

WHEREAS, God in his infinite wisdom has called to his eternal reward Artemmis Tate, beloved citizen and friend, July 15, 1995; and

WHEREAS, A native of Birmingham, Alabama, Artemmis Tate was born February 28, 1960, and came to Chicago at an early age. He graduated from Wendell Phillips High School in 1979; and

WHEREAS, In his brief professional life, Artemmis Tate was involved in the study and practice of hotel management. He leaves to mourn his living parents, five brothers, three sisters, and 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 second day of August, 1995, A.D., do hereby express our sorrow on the passing of Artemmis Tate, 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 Artemmis Tate.

**WELCOME EXTENDED TO NATIONAL FUNERAL DIRECTORS
AND MORTICIANS ASSOCIATION ON ITS FIFTY-EIGHTH
ANNUAL CONVENTION AND AUGUST 4, 1995
DECLARED "NATIONAL FUNERAL
DIRECTORS AND MORTICIANS
ASSOCIATION DAY IN
CHICAGO".**

WHEREAS, On August 4, 1995, the National Funeral Directors and Morticians Association (N.F.D. & M.A.) will hold its fifty-eighth annual convention in Chicago; and

WHEREAS, Established in 1934, the National Funeral Directors and Morticians Association is the oldest and largest association of African-American Funeral Directors and Morticians in the United States. One of its guiding lights was Robert H. Miller, a noted funeral director who also served this august body as alderman of the 6th Ward from 1959 to 1967; and

WHEREAS, The National Funeral Directors and Morticians Association has grown to over 1,600 members. The present executive director is Mark A. Scott; the national president is Otto Rogers Ali of Chicago; former state president is Christeen E. Branch Gibson of Chicago; and present state president is Daniel Boone, Sr.; and

WHEREAS, The National Funeral Directors and Morticians Association deserves the heartiest Chicago welcome; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby extend the heartiest welcome to the National Funeral Directors and Morticians Association (N.F.D. & M.A.) as it convenes in our great City for its fifty-eighth annual convention, and in that regard we declared that August 4, 1995, be known as "National Funeral Directors and Morticians Association (N.F.D. & M.A.) Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the National Funeral Directors and Morticians Association (N.F.D. & M.A.).

Presented By

ALDERMAN SHAW (9th Ward):

**CONGRATULATIONS EXTENDED TO MS. BETTY HOLLINS ON
BEING SELECTED FOR "ILLINOIS TREASURES" AWARD
FOR OUTSTANDING COMMUNITY WORK
AND OCTOBER 7, 1995 DECLARED
"ILLINOIS TREASURES DAY".**

WHEREAS, Chicago has the great fortune to house a vast number of quality citizens who show their mettle in their care and concern for others, and in their positive attitude and accomplishment; and

WHEREAS, One such citizen is Ms. Betty Hollins, who has recently entered a chosen group of exceptional men and women known as "Illinois Treasures". She has been selected as an honoree by the Illinois Alliance for Aging for her gracious and tireless perseverance in the fight to improve her community, in this case the great Altgeld-Murray area of Chicago's southeast side; and

WHEREAS, Betty Hollins, who was nominated for this outstanding award by Sharon Stolz of Family Care Services, is now among those chosen few being saluted in special festivities planned by the Illinois Alliance for Aging October 7, 1995; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby pay tribute to Betty Hollins for her outstanding citizenship and her selfless dedication to her Altgeld-Murray community, and in that regard salute the Illinois Alliance for Aging for honoring this great lady; and

Be It Further Resolved, That we declare October 7, 1995, to be known as "Illinois Treasures Day" in honor of Betty Hollins and the other outstanding citizens selected for this award.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. VERONICA L. CORR.

WHEREAS, Veronica L. Corr passed away on Saturday, July 22, 1995, at the age of eighty-two; and

WHEREAS, Veronica L. Corr, beloved wife of the late John W. Corr, Sr., retired (C.P.D.); and

WHEREAS, Veronica L. Corr, devoted mother of Patricia (Larry) Kleifges, John W., Jr. (Maureen), Richard (C.F.D.), Michael (Laura) and the late James Corr and Veronica Delk Ortiz; and

WHEREAS, Veronica L. Corr, dear grandmother of nineteen and great-grandmother of six; and

WHEREAS, Veronica L. Corr, fond sister of Ellen Cahill, Martin Kenney, Loretta Murray and the late Fran Haven; and

WHEREAS, A cherished friend of many and a good neighbor to all, Veronica L. Corr will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Veronica L. Corr our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Veronica L. Corr.

TRIBUTE TO LATE MR. SCOTT MICHAEL JONES.

WHEREAS, Scott Michael Jones passed away, suddenly, on Thursday, July 6, 1995, at the age of twenty-one; and

WHEREAS, Scott Michael Jones, loving father of Cody and Michael; and

WHEREAS, Scott Michael Jones, devoted son of Thomas (C.P.D.) and Judie Green Jones; and

WHEREAS, Scott Michael Jones, beloved brother of Thomas J. (C.C.S.) (fiancee Kathleen Platt) and Kathleen Jones; and

WHEREAS, Scott Michael Jones, dearest uncle of Erin McCarthy; and

WHEREAS, Scott Michael Jones, dear nephew of Michael and Carol Green, Skip and Carol Jones, and Bill and Lynn Jones; and

WHEREAS, Scott Michael Jones, grand nephew of Eva Cloud; and

WHEREAS, A cherished friend of many and a good neighbor to all, Scott Michael Jones will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Scott Michael Jones our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Scott Michael Jones.

TRIBUTE TO LATE MS. LA VERNE KLEPPER.

WHEREAS, LaVerne Klepper (nee Johnson) passed away on Saturday, July 15, 1995, at the age of seventy-one; and

WHEREAS, LaVerne Klepper, beloved daughter of the late Helen (nee Keeler) and Raleigh Johnson; and

WHEREAS, LaVerne Klepper, dear sister of Rose (the late Robert) Allphin, Herbert (Rita), Raleigh "Bud" (Margaret), Richard (Joan), Helen (Bernie) Geers, Bernie (fiancee Alice Palomino) and the late Veronica (the late Ed) Fawcett, Marie (the late T.C.) Rudd, Marge (Bob) Esposito, George and Joseph Johnson; and

WHEREAS, LaVerne Klepper, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, LaVerne Klepper will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late LaVerne Klepper our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late LaVerne Klepper.

TRIBUTE TO LATE MRS. MARY J. REDMOND LEONARD.

WHEREAS, Mary J. Redmond Leonard passed away on Monday, July 17, 1995, at the age of seventy-five; and

WHEREAS, Mary J. Redmond Leonard, dearly beloved wife of the late James P. Leonard; and

WHEREAS, Mary J. Redmond Leonard, devoted mother of John, Mary "Betsy" (Norman) Rhein, Ellen (Andrew) Betz, James (C.F.D.) (Chris), Eileen (Anthony) Janavicius, Joseph, Michael (C.F.D.) (Carol), Agnes (Kenneth) Johnson, Martin (Linda), Terrence and the late Brian; and

WHEREAS, Mary J. Redmond Leonard, loving grandmother and great-grandmother of many; and

WHEREAS, Mary J. Redmond Leonard, dear sister of Helen (the late Emory) Ludtke, John (the late Mary) Redmond and Abigail (the late John) Hussey; and

WHEREAS, Mary J. Redmond Leonard, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Mary J. Redmond Leonard will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Mary J. Redmond Leonard our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Mary J. Redmond Leonard.

TRIBUTE TO LATE MRS. SABINA E. EGAN MC MAHON.

WHEREAS, Sabina E. Egan McMahon passed away on Saturday, July 8, 1995, at the age of seventy-four; and

WHEREAS, Sabina E. Egan McMahon, dearly beloved wife of the late John J. "Johnny Mac" McMahon, Jr.; and

WHEREAS, Sabina E. Egan McMahon, devoted mother of John W. (Margaret), Michael T. (Deborah), Margaret Mary "Peggy" (Timothy, Sr.) Fashing and Sabina Agnes "Binnie" (Dwain) Litwicki; and

WHEREAS, Sabina E. Egan McMahon, loving grandmother of Christina (Larry) Sims, Carolyn (Rick) McDowell, Timothy, Jr. and Colleen Fashing, and Jennifer and Michael J. McMahon; and

WHEREAS, Sabina E. Egan McMahon, great-grandmother of Christina Marie McDowell; and

WHEREAS, Sabina E. Egan McMahon, devoted daughter of the late Sabina E. and William H. Egan; and

WHEREAS, Sabina E. Egan McMahon, dear sister of Pauline (the late Stanley) Wrobel, Betty (Joe) Fedro, Julia (Hank) Dahlman, and the late John T. Egan; and

WHEREAS, Sabina E. Egan McMahon, sister-in-law of Mary Farrell and Kate Kroulaidis; and

WHEREAS, Sabina E. Egan McMahon, fond aunt of many nieces and nephews; and

WHEREAS, Sabina E. Egan McMahon, former member of Nativity of Our Lord Altar and Rosary Society, the Frank Hughes American Legion Auxiliary and the Loyal Order of Moose Number 44; and

WHEREAS, A cherished friend of many and a good neighbor to all, Sabina E. Egan McMahon will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Sabina E. Egan McMahon our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Sabina E. Egan McMahon.

TRIBUTE TO LATE MR. DENNIS J. MULHERON.

WHEREAS, Dennis J. Mulheron passed away on Monday, July 10, 1995, at the age of forty-four; and

WHEREAS, Dennis J. Mulheron, loving father of Sean; and

WHEREAS, Dennis J. Mulheron, devoted son of Dorothy (nee Cox) and the late Felix Mulheron; and

WHEREAS, Dennis J. Mulheron, beloved brother of Timothy (Emily) and John (Mary) Mulheron; and

WHEREAS, Dennis J. Mulheron, dearest uncle of many nieces and nephews; and

WHEREAS, Dennis J. Mulheron, dear friend of Jeanne L. English; and

WHEREAS, Dennis J. Mulheron, member, Canaryville Veterans Association, veteran, United States Army, and employee of the Chicago Department of Streets and Sanitation; and

WHEREAS, A cherished friend of many and a good neighbor to all, Dennis J. Mulheron will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Dennis J. Mulheron our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Dennis J. Mulheron.

TRIBUTE TO LATE MRS. STELLA E. NARDUCY.

WHEREAS, Stella E. Narducy passed away on Wednesday, July 19, 1995, at the age of seventy-four; and

WHEREAS, Stella E. Narducy, dearly beloved wife of the late Miles J. Narducy; and

WHEREAS, Stella E. Narducy, devoted mother of Miles J., Jr. (Carol L.), John W. and Annette M. Narducy; and

WHEREAS, Stella E. Narducy, loving grandmother of four; and

WHEREAS, Stella E. Narducy, dear sister of Simon (Anne) Kroulaidis and the late John (Kate) Kroulaidis; and

WHEREAS, Stella E. Narducy, fond sister-in-law of the late Leo (Joyce) Narducy; and

WHEREAS, Stella E. Narducy, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Stella E. Narducy will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Stella E. Narducy our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Stella E. Narducy.

TRIBUTE TO LATE MR. MICHAEL J. RICOBENE.

WHEREAS, Michael J. Ricobene passed away on Saturday, July 22, 1995, at the age of thirty-six; and

WHEREAS, Michael J. Ricobene, beloved husband of Debra (nee Lyons); and

WHEREAS, Michael J. Ricobene, dearest father of Michael, Rocco and Joseph; and

WHEREAS, Michael J. Ricobene, devoted son of Sam (Catherine) Ricobene and Joan (Roger) Plummer; and

WHEREAS, Michael J. Ricobene, fond brother of Russell (Debra), Joel, Sam, Rosario and Antonia Ricobene; and

WHEREAS, Michael J. Ricobene, dear son-in-law of Nellie Lyons; and

WHEREAS, Michael J. Ricobene, fond brother-in-law of Nicholette, Anthony, Edward and Judith Lyons; and

WHEREAS, Michael J. Ricobene, dear uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Michael J. Ricobene will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Michael J. Ricobene our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Michael J. Ricobene.

TRIBUTE TO LATE MR. MATHEW SEPULVEDA.

WHEREAS, Mathew "Duke" Sepulveda passed away suddenly on Sunday, July 9, 1995, at the age of fifty-three; and

WHEREAS, Mathew Sepulveda, loving son of the late Ernest and Nora Sepulveda; and

WHEREAS, Mathew Sepulveda, fond brother of Ernest, Robert "Soupy", Joseph (C.P.D.) (Noreen), David, (C.P.D.) (Bonnie), Estelle (Ole) Campos and Eleanor Sepulveda (Cox); and

WHEREAS, Mathew Sepulveda, devoted and caring uncle of Theresa (Chris) Espinosa, Patty, Ole, Baby Steele (Wally) Dickman, and Tony Campos, Cheryl, Deanna, Joanne, David, Jennifer, Robert and Danielle Sepulveda and Joseph Cox, Jr.; and

WHEREAS, Mathew Sepulveda, great-uncle of Taylor Dickman; and

WHEREAS, Mathew Sepulveda, member, Labor Union Local 1092, the Chauffeurs Union Local, K.I.D.S., football critic and loyal White Sox fan; and

WHEREAS, Mathew Sepulveda, member, 11th Ward Regular Democratic Organization; and

WHEREAS, A cherished friend of many and a good neighbor to all, Mathew Sepulveda will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Mathew "Duke" Sepulveda our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Mathew "Duke" Sepulveda.

TRIBUTE TO LATE MR. HENRY SMITH, JR.

WHEREAS, Henry Smith, Jr. passed away on Sunday, July 16, 1995, at the age of sixty-two; and

WHEREAS, Henry Smith, Jr., devoted son of Henry Smith, Sr. and Janie Williams; and

WHEREAS, Henry Smith, Jr., beloved brother of Reginald, Janie, Evelyn and Pearl; and

WHEREAS, Henry Smith, Jr., fond nephew of Maurice Bailey; and

WHEREAS, Henry Smith, Jr., loving uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Henry Smith, Jr. will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to the family of the late Henry Smith, Jr. our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Henry Smith, Jr..

**APPRECIATION EXTENDED TO MR. VITO DORIA AND
MR. TONY DORIA OF DORIA'S STORE ON PROVIDING
YEARS OF QUALITY SERVICE TO RESIDENTS
OF ARMOUR SQUARE COMMUNITY.**

WHEREAS, Doria's Store operated on the corner of West 32nd and South Princeton Avenue in the heart of the 11th Ward's Armour Square community for close to three-quarters of a century; and

WHEREAS, The owners and operators, Vito and Tony Doria, ran a successful family business for seventy-two years; and

WHEREAS, As a butcher for Doria's Store, Tony Doria produced some of the finest homemade Italian sausage to be found in the 11th Ward; and

WHEREAS, Doria's Store was well known for its outstanding friendly and personal service, truly living up to the reputation of the corner neighborhood store; and

WHEREAS, The closing of Doria's Store represents an irreparable loss to the community of a tradition of service to many generations of Armour Square residents; and

WHEREAS, The Doria family will be long remembered for their decades of retail service to the residents of Armour Square; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to Vito and Tony Doria our sincere appreciation for their many years of retail service to the residents of the 11th Ward, in particular the Armour Square community; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the Doria family.

**CONGRATULATIONS EXTENDED TO LOCAL BOARD OF
MANAGEMENT OF FELLOWSHIP HOUSE ON ITS
CENTENNIAL ANNIVERSARY.**

WHEREAS, Fellowship House, a branch of the Chicago Youth Centers observed its centennial on July 29, 1995; and

WHEREAS, Located in the heart of the 11th Ward's Bridgeport community at 844 West 32nd Street, Fellowship House works with the families residing in the Chicago Housing Authority's Bridgeport Homes Development; and

WHEREAS, Founded originally in 1895 by the All Souls Unitarian Church as a response to unemployment and poverty in 19th century Bridgeport, Fellowship House joined the Chicago Youth Centers in 1960 to continue to provide social services to area residents; and

WHEREAS, Fellowship House's social service programs including after school groups, teen groups, sports leagues, Headstart, senior citizens groups, Youth in Trouble, Youth Employability Program, Summer Fun Camp, out-of-state camps, and various prevention programs aimed at schools; and

WHEREAS, The festivities for Fellowship House's Centennial Celebration included a day long block party held right outside the settlement's front door, featuring music, the Jesse White Tumblers, several Chicago White Sox players, and invited dignitaries; and

WHEREAS, Fellowship House can proudly reflect upon its century of service to the economically disadvantaged, with the knowledge that it has helped thousands to move toward self-sufficiency, while at the same time helping to decrease juvenile delinquency and improve community life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, do hereby extend to Local Board of Management of Fellowship House, its staff and patrons, our sincerest congratulations upon the centennial anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Fellowship House.

Presented By

ALDERMAN OLIVO (13th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
JOSEPH COTTER ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Joseph and Renee Cotter celebrated their golden wedding anniversary on June 3, 1995; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Frank Olivo; and

WHEREAS, Joseph and Renee Cotter exchanged their wedding vows on June 3, 1945 in Lancashire, England; and

WHEREAS, Joseph and Renee are the loving parents of their children, Jim, Michael, Kenneth and Barbara, along with seven grandchildren; and

WHEREAS, Joseph and Renee Cotter have spent the last fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby extend our heartiest congratulations to Joseph and Renee Cotter on the very happy occasion of their fiftieth wedding anniversary, and join with their family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph and Renee Cotter.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. CARL P. ALESSI.

WHEREAS, Carl P. Alessi has been called to eternal life by the wisdom of God at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, At the forefront of the American labor movement for nearly thirty years, Carl P. Alessi was a leader of distinction and devotion; and

WHEREAS, Rising through the ranks of United Steelworkers of America, Local 2006, Carl P. Alessi was a leader of distinction of the union in 1960; and

WHEREAS, As a carpenter millwright for United States Steel Supply, Carl P. Alessi first became a member of the United Steelworkers of America Local 2006 in 1949; and

WHEREAS, With dramatic loyalty, Carl P. Alessi fought tirelessly for legislation affecting union workers and all workers in general; and

WHEREAS, During his career, Carl P. Alessi also served as a director for Blue Cross/Blue Shield of Illinois; and

WHEREAS, Among other labor posts, Carl P. Alessi served as chairman of the A.F.L.-C.I.O.'s second congressional committee on political education; and

WHEREAS, After graduating from Chicago's Englewood High School, Carl P. Alessi served with valor in the United States Marine Corps during World War II; and

WHEREAS, To his beloved wife, Alice, and daughters, Susan Ramsey and Karen Cartwright, Carl P. Alessi leaves a legacy of devotion, dignity and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Carl P. Alessi for his fruitful life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carl P. Alessi.

TRIBUTE TO LATE MR. FRANK CASEY.

WHEREAS, Frank Casey has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a nationally known movie publicist, Frank Casey was the last of the individual film studio agents working in Chicago; and

WHEREAS, For more than fifty years, Frank Casey worked for the Warner Brothers studio; and

WHEREAS, In 1974, Frank Casey won the outstanding publicist award from the Publicist Guild in Hollywood, becoming the first Chicagoan to win the award; and

WHEREAS, Wide humor and a dedicated professional style made Frank Casey a press agent of outstanding note; and

WHEREAS, With the passing of Frank Casey, the end comes to a treasured era in the history of a major studio in Chicago; and

WHEREAS, The involvement of Frank Casey with the great stars of old Hollywood, such as John Wayne, Lucille Ball, and Frank Sinatra, brought prestige and notoriety to the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Frank Casey for his grace-filled life and do hereby extend our sincere condolences to his family; and

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

TRIBUTE TO LATE DR. GEORGE W. CRANE.

WHEREAS, Dr. George W. Crane has been called to eternal life by the wisdom of God at the age of ninety-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, For six decades, Dr. George W. Crane was a psychologist, marriage counselor and author; and

WHEREAS, As a syndicated columnist, Dr. George W. Crane wrote "The Worry Clinic", a common-sense feature with answers to life's problems which appeared in more than three hundred newspapers, including the former *Chicago Daily News*; and

WHEREAS, Beginning in 1939, Dr. George W. Crane also wrote a syndicated column called "Horse Sense", that appeared in the *Chicago Tribune*; and

WHEREAS, During his career, Dr. George W. Crane wrote a psychology text that was adapted by more than 1,600 American and foreign colleges and universities; and

WHEREAS, As a political speech-writer, Dr. George W. Crane wrote for President Calvin Coolidge, Senator Robert Taft and Senator John Bricker; and

WHEREAS, For more than thirty-five years, Dr. George W. Crane taught the Arthur Dixon Bible Class at the First United Methodist Church of Hillsboro, Indiana; and

WHEREAS, Having earned a Ph.D in psychology and medicine from Northwestern University, Dr. George W. Crane taught for many years, with extensive lecturing and regular appearances on television and radio; and

WHEREAS, To his beloved family, sons, Dr. David, Representative Philip (R-IL) and former Representative Daniel (R-IL) and daughter, Judith Ross, his grandchildren and great-grandchildren, Dr. George W. Crane imparts a legacy of patriotic service, political enterprise and religious devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting this second day of August, 1995, do hereby commemorate Dr. George W. Crane for his grace-filled 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 Dr. George W. Crane.

TRIBUTE TO LATE BISHOP ROY BENTON DAVIS, JR.

WHEREAS, Bishop Roy Benton Davis, Jr. has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Roy Benton Davis, Jr. was ordained a bishop in the traditionalist Anglican Rite in 1989; and

WHEREAS, With devotion and faith, Bishop Roy Benton Davis, Jr. championed the cause of orthodox teaching and liturgical continuity; and

WHEREAS, As an Episcopal priest, Roy Benton Davis, Jr. served in parishes in Illinois, California and Kentucky, organizing the Federation of Episcopal Priests in 1978; and

WHEREAS, From 1968 to 1978 Roy Benton Davis, Jr. served as headmaster of the Children's World pre-school learning center in Pekin, Illinois; and

WHEREAS, At the Everett McKinley Dirksen Congressional Library, Roy Benton Davis, Jr. served as vice-president; and

WHEREAS, To his beloved wife, Edys, his sons, Roy, III and Thomas A., and his daughters, Kimberly Rich and Leslie Gutzeit, Bishop Roy Benton Davis, Jr., imparts a legacy of faith, dignity and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Bishop Roy Benton Davis, Jr. for his grace-filled 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 Bishop Roy Benton Davis, Jr..

TRIBUTE TO LATE REVEREND FRANCIS J. GILL.

WHEREAS, The Reverend Francis J. Gill has been called to eternal life by the wisdom of God at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a priest of the Archdiocese of Chicago, the Reverend Francis J. Gill served as a chaplain in the United States Navy with three tours of duty in Vietnam, resulting in his being awarded the Bronze Star; and

WHEREAS, During his assignment as a chaplain to the Marines in Vietnam, the Reverend Francis J. Gill was noted for his presence among his men during combat, travelling with patrols in the Mekong Delta; and

WHEREAS, Before his military service, the Reverend Francis J. Gill served in the Archdiocese at Saint Luke's Parish in River Forest and Saint Killian's Parish in Chicago; and

WHEREAS, The Reverend Francis J. Gill was the last chaplain to serve on the United States aircraft carrier, "Intrepid"; and

WHEREAS, Following his retirement from the Navy in 1992, the Reverend Francis J. Gill served parishes in the diocese of Fort Wayne-South Bend; and

WHEREAS, To the people of the Archdiocese of Chicago, the military personnel under his care and the nation he served with distinction and loyalty, the Reverend Francis J. Gill leaves a legacy of faith and service that is a model for all; and

WHEREAS, To his beloved sisters, Mary Judge and Therese O'Grady, and his cherished brothers, Joseph C., Daniel J., William F. and Michael G., he leaves an unbreakable bond of love and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this second day of August, 1995, do hereby commemorate the Reverend Francis J. Gill for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Reverend Francis J. Gill.

TRIBUTE TO LATE MRS. MARGARET CHON GORDON.

WHEREAS, Margaret Chon Gordon has been called to eternal life by the wisdom of God at the age sixty-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, As an attorney, Margaret Chon Gordon had a distinguished public service career in the Chicago area for more than thirty years; and

WHEREAS, The issues of civil rights and educational reform were championed by Margaret Chon Gordon as an assistant United States attorney; and

WHEREAS, As a lifelong activist, Margaret Chon Gordon was an independent member of the Democratic National Committee from 1972 to 1976; and

WHEREAS, Beginning her legal career more than twenty-five years after graduating from Wellesley College, Margaret Chon Gordon received her law degree from Loyola University School of Law in 1976; and

WHEREAS, Early in her law career, Margaret Chon Gordon successfully challenged the procedures by which the Chicago Park District distributed their resources; and

WHEREAS, In 1989, Margaret Chon Gordon left the United States Attorney's Office to direct the Lawyer's School Reform Advisory Project, recruiting and training more than one hundred attorneys to assist newly formed councils of the Chicago Public Schools; and

WHEREAS, To her beloved husband Bernard, daughter Ann, and sons Jonathan and Alan, Margaret Chon Gordon imparts a legacy of integrity, service and dignity that is a model to all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Margaret Chon Gordon for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margaret Chon Gordon.

TRIBUTE TO LATE MR. ROBERT S. HANLON.

WHEREAS, Robert S. Hanlon has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, During 1942 and 1943 as a halfback on the Leo High School football team, "the Leo Lions", Robert S. Hanlon led the school to the city championships in each year, later being inducted into the Leo High School and Chicago Catholic League Halls of Fame; and

WHEREAS, Before serving with the United States Navy during World War II, Robert S. Hanlon played football at the University of Notre Dame; and

WHEREAS, Following the war, Robert S. Hanlon, as a student at Loras College, earned the title of "Little All American"; and

WHEREAS, As a professional athlete Robert S. Hanlon played for the Chicago Cardinals, the Pittsburgh Steelers and the Green Bay Packers; and

WHEREAS, On the faculty of Leo High School for almost thirty-eight years, Robert S. Hanlon served as athletic director and football coach, in addition to teaching physical education and health; and

WHEREAS, The grace, enterprise and dedication with which Robert S. Hanlon served his beloved Leo High School is a model of devotion and service for all; and

WHEREAS, To his beloved mother, Elizabeth, and his brothers, Frank J. Jr., Thomas J. and James E., Robert S. Hanlon leaves a legacy of dignity, grace and faithfulness; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Robert S. Hanlon for his grace-filled 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 S. Hanlon.

TRIBUTE TO LATE REVEREND SENORA W. LEWIS.

WHEREAS, The Reverend Senora W. Lewis has been called to eternal life by the wisdom of God at the age of fifty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, The non-denominational Sanctuary Church of God, located at 11354 South Michigan Avenue, was founded by the Reverend Senora W. Lewis twelve years ago; and

WHEREAS, As pastor, the Reverend Senora Lewis founded SCOG Child Development Center; and

WHEREAS, With strength and vigilance, the Reverend Senora W. Lewis oversaw the growth and move of her church community to its present locations; and

WHEREAS, Having been employed by the City of Chicago in the scheduling department of the Mayor's office, the Reverend Senora W. Lewis helped to prepare official proclamations for the Mayor; and

WHEREAS, In 1986, the late Mayor Harold Washington honored the Reverend Senora W. Lewis, proclaiming February 21, "The Reverend Senora W. Lewis Day"; and

WHEREAS, Only six weeks ago, the Reverend Senora W. Lewis was preceded in death by her beloved husband, the Reverend Samuel "Singing Sammy" Lewis; and

WHEREAS, To her loving daughters, Gwendolyn Bates and Deborah Custom, and cherished sons, Nealie and Antoine, her three sisters, Glenda Holmes, Mable Horton and Nisha Lacy, and her seven grandchildren, the Reverend Senora W. Lewis imparts a legacy of deep faith, dignity and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in meeting this second day of August, 1995, do hereby commemorate the Reverend Senora W. Lewis for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the Reverend Senora W. Lewis.

TRIBUTE TO LATE JUDGE CHARLES M. LOVERDE.

WHEREAS, Judge Charles M. Loverde has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As an associate judge of the Cook County Circuit Court for nineteen years, Charles M. Loverde was a staunch advocate for the underdog, with a reputation for always giving a defendant a full hearing; and

WHEREAS, In his last assignment in the 2nd Municipal District in Skokie, Illinois, Judge Charles M. Loverde heard civil and criminal cases with devotion to the law and professional distinction; and

WHEREAS, With judicial aplomb, Judge Charles M. Loverde served as president of the American Justinian Society of Jurists in 1989; and

WHEREAS, Before his career on the bench, Judge Charles M. Loverde enjoyed a distinguished career as a trial lawyer for Allstate Insurance, for other prominent Chicago lawyers and as attorney for the Chicago Cab Drivers Union from 1965 to 1970; and

WHEREAS, A native Chicagoan, Judge Charles M. Loverde leaves a legacy of service, dignity and enterprise that is a model to all; and

WHEREAS, To his beloved family, sons, James and Peter, and daughters, Carol, Joy and Linda Belpedio, Judge Charles M. Loverde imparts a life of generosity and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Judge Charles M. Loverde for his grace-filled 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 Judge Charles M. Loverde.

TRIBUTE TO LATE MR. CHARLES LYNFORD MCCUEN.

WHEREAS, Charles Lynford "Chick" McCuen has been called to eternal life by the wisdom of God 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, On August 8, 1974, "Chick" McCuen served as master of ceremonies at the State of Illinois' first lottery drawing; and

WHEREAS, "Chick" McCuen was a television and radio newscaster in Chicago, having worked as a news anchor and reporter for WMAQ-TV from 1961 to 1971; and

WHEREAS, In 1971, "Chick" McCuen became assistant superintendent for media programming for the Illinois Department of Public Instruction; and

WHEREAS, During World War II, "Chick" McCuen was a correspondent for the American Armed Forces Network, covering the exploits of General George Patton's Third Army; and

WHEREAS, The professional integrity, journalistic skills and broad, urban savvy of "Chick" McCuen brought dignity and style to Chicago television broadcasting, enhancing the quality of service for its citizens; and

WHEREAS, To his beloved daughters, Mary Calgren, Cynthia and Joan Wexler, and his three grandchildren, "Chick" McCuen imparts a legacy of devotion, faithfulness and grace; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Charles Lynford "Chick" McCuen for his fruitful life and extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles Lynford "Chick" McCuen.

TRIBUTE TO LATE MR. WILLIAM T. O'DONNELL.

WHEREAS, William T. O'Donnell has been called to eternal life by the wisdom of God 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, As the founder and former chief executive officer of Chicago-based Bally Manufacturing, William T. O'Donnell demonstrated a wide enterprise and formidable business skill; and

WHEREAS, Under the leadership of William T. O'Donnell, Bally Manufacturing became the world's largest maker of coin-operated games; and

WHEREAS, The Chicago business community was enlarged and enriched by the presence William T. O'Donnell, a man of wide Chicago personality; and

WHEREAS, To his wife, Ellie, his daughters, Kathleen, Ann O'Donnell Devlin, and Jane O'Donnell Lau, his sons, William Jr., Jack, Timothy and Daniel, William T. O'Donnell imparts a legacy of generosity, service and dignity; and

WHEREAS, The devotion, intelligence and resourcefulness of William T. O'Donnell is a model and encouragement for all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate William T. O'Donnell for his grace-filled 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 William T. O'Donnell.

TRIBUTE TO LATE MR. HERMAN L. OLIVO.

WHEREAS, Herman L. Olivo has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a lifelong pharmacist of sixty-nine years, Herman L. Olivo was a retired vice president of Seltzer Drug Company; and

WHEREAS, A lifelong resident of Joliet, Illinois, Herman L. Olivo served as a member of the Will County Board of Supervisors for more than twenty years; and

WHEREAS, Herman L. Olivo also served a chairman of the Will County Board of Review, the Will County Planning Commission and the Will County Good Roads Committee; and

WHEREAS, In addition to serving as president of the Will County Forest Preserve District, Herman L. Olivo also served as a member of the Will County Board of Health; and

WHEREAS, While expending a life of exemplary public service, Herman L. Olivo always kept up both his on-going educational and professional expertise; and

WHEREAS, To his beloved wife, Phyllis, and cherished daughter, Phyllis Barkow, five grandchildren and six great-grandchildren, Herman L. Olivo imparts a legacy of devotion, service and dignity that is a model for all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Herman L. Olivo for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Herman L. Olivo.

TRIBUTE TO LATE MRS. CYNTHIA GALE PETERSSON.

WHEREAS, Cynthia Gale Petersson has been called to eternal life by the wisdom of God at the age of thirty-eight; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Having been diagnosed with breast cancer in November 1993, Cynthia Gale Petersson, became featured in a WMAQ-TV yearlong series, titled "Cindy's Choice"; and

WHEREAS, By her willingness to permit her treatment, home life and prognosis to be documented for TV news, Cynthia Gale Petersson became a tireless champion in the fight against cancer; and

WHEREAS, Through her unselfish willingness to provide an intimate look at her own fight with cancer, Cynthia Gale Petersson sought to enable others, especially Chicago area TV viewers, to find fresh courage and hope in their own struggle with cancer; and

WHEREAS, When her own four year old daughter, Camilla, was diagnosed with acute myelogenous leukemia, Cynthia Gale Petersson struggled to comfort and sustain her and her family; and

WHEREAS, Cynthia Gale Petersson worked as an occupational therapist at Rehab Associates in Riverwoods, Illinois; and

WHEREAS, To her cherished husband, Sven-Olof, daughters, Camilla and Annika, her parents Lowell and Trudy Nording, her brother and her sister, Cynthia Gale Petersson imparts a legacy of dignity, service and outstanding courage that is a model to all; and

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Cynthia Gale Petersson for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family Cynthia Gale Petersson.

**TRIBUTE TO LATE MICHIGAN GOVERNOR
GEORGE W. ROMNEY.**

WHEREAS, Former Michigan Governor George W. Romney has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, In 1948, George W. Romney joined Nash-Kelvinator Corporation, the forerunner of American Motor Corporation and over-saw the marketing of America's first successful economy car, the Rambler; and

WHEREAS, The leadership of George W. Romney helped to develop small car production at all of the major American auto manufacturers; and

WHEREAS, George W. Romney served as chairman and president of American Motor Corporation from 1954 to 1962; and

WHEREAS, Following a successful political campaign, George W. Romney became governor of Michigan in 1962, serving in that office until 1969; and

WHEREAS, Named by President Richard Nixon, in 1969, to serve in his cabinet, George W. Romney served as secretary of housing and urban development until 1972; and

WHEREAS, After returning to the private sector, George W. Romney devoted his time to the promotion of volunteerism; and

WHEREAS, To his beloved wife of sixty-four years, Lenore, his cherished children, Lynn Keenan, Jane Romney, G. Scott Romney and Mitt Romney, his twenty-three grandchildren and thirty-three great-grandchildren, George W. Romney imparts a splendid legacy of service, faith and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate George W. Romney for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George W. Romney.

TRIBUTE TO LATE MR. DAVID G. ROTH.

WHEREAS, David G. Roth has been called to eternal life by the wisdom of God at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As director of the Institute on American Pluralism of the American Jewish Committee, David G. Roth served as the agency's national ethnic liaison; and

WHEREAS, With tireless leadership, David G. Roth worked with African Americans, Hispanics, Asians and White ethnic Americans; and

WHEREAS, David G. Roth helped the Jewish community to reach out to Polish and Ukrainian Americans; and

WHEREAS, As the organizer of the Illinois Ethnic Coalition, David G. Roth built key support for a state law banning hate crimes; and

WHEREAS, In addition to forming the old Illinois Human Relations Department, David G. Roth was instrumental in fostering multi-ethnic education, including the Holocaust studies that are now required in the State of Illinois; and

WHEREAS, The liberty and rights of all the citizens of the City of Chicago have been strengthened by the efforts of David G. Roth to establish multi-cultural understanding and mutual ethnic pride; and

WHEREAS, To his beloved wife, Sandra, and his cherished daughter, Abbie, David G. Roth leaves a legacy of devotion, faithfulness and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate David G. Roth for his fruitful life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of David G. Roth.

**TRIBUTE TO LATE BRIGADIER GENERAL
FRANK A. WITTOSCH.**

WHEREAS, Brigadier General Frank A. Wittosch has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a Chicago native and longtime resident of the Roseland area, Brigadier General Frank A. Wittosch enlisted in the Army in June, 1941, later being commissioned as a 2nd Lieutenant in the Army Corps of Engineers; and

WHEREAS, During World War II, Lieutenant Frank A. Wittosch commanded engineering battalions in New Guinea and the Philippines, winning both the Legion of Merit and the Bronze Star; and

WHEREAS, Frank A. Wittosch was named a brigadier general in 1972; and

WHEREAS, To his beloved wife, Helga Rieg Wittosch, his sons, Frank A. and the Reverend Paul A., his stepson, George Rieg VI, and his stepdaughter, Monica Rieg Simmerling, Brigadier General Frank A. Wittosch leaves a legacy of dignity, devotion and faithful love; and

WHEREAS, The service, duty and devotion of Brigadier General Frank A. Wittosch is an encouraging model for all 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 second day of August, 1995, do hereby commemorate Brigadier General Frank A. Wittosch for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Brigadier General Frank A. Wittosch.

CONGRATULATIONS EXTENDED TO MR. EDWARD A. BRENNAN
ON HIS RETIREMENT AS CHIEF EXECUTIVE
OFFICER OF SEARS, ROEBUCK
AND COMPANY.

WHEREAS, Edward A. Brennan, chairman and chief executive officer of Sears, Roebuck and Company, has announced plans to retire on August 9, 1995; and

WHEREAS, In his long and distinguished career at Sears, Roebuck and Company, Edward A. Brennan has capped his years of service by skillfully leading one of the most ambitious and far reaching corporate repositioning programs ever undertaken; and

WHEREAS, The Sears' corporate value created and delivered under the leadership of Edward A. Brennan, is a tribute to his bold vision and his unwavering dedication to serving the best interests of the Sears shareholders; and

WHEREAS, Beginning his career at Sears in 1956, Edward A. Brennan started by selling men's furnishing at a Sears store in Madison, Wisconsin; and

WHEREAS, Rising through the ranks at Sears, Edward A. Brennan became the eleventh chairman, a position he has held since 1986; and

WHEREAS, Representing the third generation of the Brennan family to work for the company, Edward A. Brennan followed in the footsteps of his grandfather, Luke Brennan, who worked with founder Richard Sears at Sears headquarters on Chicago's west side, and his father, Edward J. Brennan, a buyer at Sears headquarters; and

WHEREAS, Through his civic leadership and generous business vision, Edward A. Brennan has deeply helped to shape the character and spirit of the City of Chicago, offering its citizens a model for service and goodwill; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby commemorate Edward A. Brennan for his outstanding service to the City of Chicago and its business community and do hereby extend our best wishes for a retirement filled with health and fresh enterprise; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edward A. Brennan.

**CONGRATULATIONS EXTENDED TO MR. JOHN F. BRUNS ON
HIS PROMOTION AS VICE-PRESIDENT OF RENAISSANCE
HOTELS INTERNATIONAL.**

WHEREAS, John F. Bruns, chairman of the Greater State Street Council, has been promoted to vice-president for Renaissance Hotels International; and

WHEREAS, In his role as the new head of acquisitions and new property development for the United States and Canada under the Stouffer Renaissance brand name, John F. Bruns will be leaving Chicago and the Greater State Street Council; and

WHEREAS, With his new promotion, John F. Bruns will be relocating to Cleveland, Ohio; and

WHEREAS, The quality of leadership which John F. Bruns brought to the Greater State Street Council enhanced both the enterprise and the direction of Council activities; and

WHEREAS, The generosity of service which John F. Bruns provided the City of Chicago through the Greater State Street Council has strengthened the mercantile stability of downtown Chicago commerce; and

WHEREAS, State Street's unique character within the City of Chicago was well revered by John F. Bruns' imaginative and caring leadership; and

WHEREAS, The special personality that State Street business adds to the life of the City of Chicago was represented by John F. Bruns with particular distinction; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate John F. Bruns, extending our heartiest congratulations to him on his new appointment and wish him well in all his new enterprises; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John F. Bruns.

**CONGRATULATIONS EXTENDED TO JUDGE BETTY WEINBERG
ELLERIN ON HER ELECTION AS PRESIDENT OF NATIONAL
ASSOCIATION OF WOMEN JUDGES.**

WHEREAS, Betty Weinberg Ellerin has ably administered the courts of the City of New York and was the first woman judge to supervise four hundred twenty-five judges and over four thousand seven hundred non-judicial personnel; and

WHEREAS, Since her appointment to the bench, Betty Weinberg Ellerin has worked tirelessly to eradicate gender bias and assist in the implementation of the New York Task Force on Women in the Courts; and

WHEREAS, In recognition of her efforts, Betty Weinberg Ellerin was named chair of the National Task Force on Gender Bias in the Courts; and

WHEREAS, Recognized by her peers for her great and boundless spirit, Betty Weinberg Ellerin was elected president of the National Association of Women Judges; and

WHEREAS, Judge Betty Weinberg Ellerin will be feted at a celebration in her honor on August 4, 1995 from 4:00 P.M. to 6:00 P.M., at the Chicago Bar Association, located at 321 South Plymouth Court, Chicago, Illinois; and

WHEREAS, This event honoring Judge Betty Weinberg Ellerin is being hosted by the Chicago Bar Association, the Women's Bar Association of Illinois, the New York State Bar Association, the Association of the Bar of

the City of New York, the Women's Bar Association of New York and the Women's Bar Association of New York, New York Chapter; and

WHEREAS, The judges of the Circuit Court of Cook County join the citizens of the State of Illinois and the citizens of Chicago in honoring Betty Weinberg Ellerin, a noted associate justice of the Appellate Division of the Supreme Court of the State of New York; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Judge Betty Weinberg Ellerin for her commitment to equal justice under the law and do hereby extend our heartiest congratulations to her on the occasion of her Bar Association tribute; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Judge Betty Weinberg Ellerin.

**CONGRATULATIONS EXTENDED TO MR. HUGH H. MC MILLAN
ON HIS APPOINTMENT AS GENERAL SUPERINTENDENT
OF METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO.**

WHEREAS, Hugh H. McMillan has been appointed general superintendent, Metropolitan Water Reclamation District of Greater Chicago; and

WHEREAS, Having started as an employee of the Metropolitan Sanitary District of Greater Chicago in 1959, as a junior electrical engineer, Hugh H. McMillan served for twenty-four years in a variety of positions; and

WHEREAS, In 1968, Hugh H. McMillan assumed the position of sewage treatment plant manager; and

WHEREAS, At the North Side Treatment Works, Hugh H. McMillan became plant head in 1971; and

WHEREAS, Becoming assistant chief engineer of maintenance and operations, Hugh H. McMillan also served as acting chief engineer in 1973; and

WHEREAS, For five years, from 1978 to 1983, Hugh H. McMillan served as general superintendent; and

WHEREAS, Since 1983, Hugh H. McMillan has been employed in the private sector, working in environmental engineering and environmental construction; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate Hugh H. McMillan and extend our sincere congratulations on his appointment as general superintendent, wishing him well in all his new enterprise; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Hugh H. McMillan.

**CONGRATULATIONS EXTENDED TO JOHN E. CONNOLLY --
VICTORY POST 3940 ON ITS FIFTIETH ANNIVERSARY
AND AUGUST 13, 1995 DESIGNATED "SM/2C
JOHN E. CONNOLLY MEMORIAL
DAY IN CHICAGO".**

WHEREAS, The destroyer USS Spence DD512 sank during World War II, on December 18, 1944, near the Philippine Island of Luzon with all but twenty-four seamen from a crew of three hundred twenty-five; and

WHEREAS, Chicagoan SM/2C John E. Connolly perished in the tragedy of the Spence; and

WHEREAS, Having served aboard the Spence with distinction during World War II, John E. Connolly participated in several victorious battles at sea; and

WHEREAS, John E. Connolly was one of six children born to Mr. and Mrs. James Connolly and was the cherished brother of Arnold, James, Ann Webber, Mary Davis and Margaret McKeone; and

WHEREAS, As a student, John E. Connolly attended Visitation Grammar School, Leo High School, the University of Notre Dame and Loyola University; and

WHEREAS, In 1945, the Veterans of Foreign War Post 5085 was named in honor of SM/2C John E. Connolly, mindful of his distinguished dedication, loyalty and service to the United States of America; and

WHEREAS, The post, now known as John E. Connolly -- Victory Post 3940, located at 3743 West 63rd Street, Chicago, Illinois, will commemorate

the fiftieth anniversary of its founding on Sunday, August 13, 1995; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby congratulate the members of the John E. Connolly -- Victory Post 3940 on this historic occasion; and

Be It Further Resolved, That Sunday, August 13, 1995 be designated "SM/2C John E. Connolly Memorial Day in the City of Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the members of John E. Connolly -- Victory Post 3940.

**COMMEMORATION OF ONE HUNDRED FIFTIETH
ANNIVERSARY OF THE GREAT
FAMINE IN IRELAND.**

WHEREAS, The people of Ireland and Irish people around the world now commemorate the one hundred fiftieth anniversary of the disastrous potato famine; and

WHEREAS, The Great Famine is an event that shaped the history of the Irish people for generations; and

WHEREAS, The onslaught of emigration which began in the tragedy of The Great Famine greatly reshaped the character of the United States of America; and

WHEREAS, More than two million people died in Ireland between 1845 and 1851 as a result of The Great Famine; and

WHEREAS, The City of Chicago welcomed many of the individuals who escaped the heartache of The Great Famine; and

WHEREAS, The effects of The Great Famine seared an indelible mark on the psyche of the Irish nation and the consciousness of her sons and daughters around the world; and

WHEREAS, Today while the population of Ireland stands at about five million, seventy million people of Irish descent live abroad, particularly in the United States, Canada and Australia; and

WHEREAS, The horror of The Great Famine remains an international drama of perilous proportions and a turning point in the history of the Irish nation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of August, 1995, do hereby commemorate the tragedy of Ireland's Great Famine, mindful of the millions who starved or died waiting to emigrate, and do hereby memorialize those famine refugees who found a safe home in our nation.

Presented By

ALDERMAN RUGAI (19th Ward):

**APPRECIATION EXTENDED TO SERGEANT WILLIAM L. GATES
FOR HIS PROFESSIONAL DEDICATION DURING
THIRTY YEARS OF SERVICE WITH
CHICAGO POLICE DEPARTMENT.**

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities are particularly cognizant of the "American Dream"; and

WHEREAS, Of the myriad available career paths toward fulfillment of that dream, there are but a few through which faithful execution of responsibilities offers simultaneous assurance that those who choose other paths will in fact have a legitimate opportunity to achieve their portion of the dream; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the "American Dream"; and

WHEREAS, Dedication to fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbiter for countless citizens, but also on the family members who live with the very real knowledge that their husband or father may never return from any given workday; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in

the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never have so many owed so much to so few" were never more apropos; and

WHEREAS, Sergeant William L. Gates has devoted twenty-seven years of his life in service to the people of Chicago and in so doing has personally ensured that the City of Chicago is the safe, healthy, vibrant community it is today; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this second day of August, 1995, on behalf of all the citizens of the City of Chicago do hereby express our appreciation and heartfelt thanks to Sergeant William L. Gates and his family for the dedication, professionalism and personal sacrifice provided throughout the past thirty years.

Presented By

ALDERMAN GILES (37th Ward):

**SEPTEMBER 14 AND SEPTEMBER 17, 1995 DECLARED DAYS OF
RECOGNITION IN HONOR OF SUPERINTENDENT
OBE HENDRICKS, PASTOR OF
PROGRESSIVEWAY MISSION
CHURCH OF GOD
IN CHRIST.**

WHEREAS, Superintendent Obe Hendricks was born on the third day of January 1915, in the town of Biscoe, Arkansas to Christian parents who believed their son's mission in life was to be a humble servant of the Lord and a responsible and loving family man; and

WHEREAS, Superintendent and Pastor Obe Hendricks, at the early age of seventeen, accepted Christ as his personal savior and began to teach God's word to thousands in rural Arkansas, and was anointed by the Lord to heal the sick and the lame; and

WHEREAS, Superintendent Obe Hendricks moved his family from Biscoe, Arkansas in 1941 to Chicago's west side, where he raised four sons and four daughters; and

WHEREAS, He served as a devoted church deacon, minister, cabinet official, under Dr. Moses Cross, Pastor of the Cross Temple Church of God in Christ until 1959, when he founded the Progressiveway Mission Church of God in Christ with the intent of saving and winning lost souls for Christ and uplifting mankind; and

WHEREAS, Superintendent Obe Hendricks has demonstrated an exceptionally high level of public service to residents on Chicago's west side communities by offering sewing classes for the elderly and unemployed; by providing skills for high school drop-outs and under-employed adult black males; and by rehabilitating boarded-up multi-unit buildings for the homeless and poor; and

WHEREAS, Superintendent Obe Hendricks has received many distinguished civic and leadership awards during his thirty-six years as pastor and community servant, and has held top positions in the Churches of God in Christ International, and on this celebration of his thirty-sixth pastoral anniversary and street dedication, the City of Chicago pauses a moment to say "Thank You Thou Good and Faithful Servant"; now, therefore,

Be It Resolved, That I, Percy Z. Giles, Alderman of the 37th Ward in the City of Chicago, do hereby proclaim September 14 and September 17 to be days of recognition and observance for Superintendent Obe Hendricks, pastor of Progressiveway Mission Church of God in Christ, and urge all citizens to recognize the congregation, whose loyal support enables the church to be a shining star in the community.

Presented By

ALDERMAN ALLEN (38th Ward):

**WELCOME EXTENDED TO INTERNATIONAL MASONRY
INSTITUTE ON ITS 1995 MASONRY CRAFT FAIR
AND OCTOBER 4 THROUGH OCTOBER 8, 1995
DECLARED "INTERNATIONAL MASONRY
INSTITUTE WEEK IN CHICAGO".**

WHEREAS, The 1995 Masonry Craft Fair, sponsored by the International Masonry Institute of Washington, D.C., will take place in Chicago's Loop October 4 through October 8, 1995 in celebration of the masonry building arts, crafts, and sciences; and

WHEREAS, The International Masonry Institute is a non-profit labor/management trust fund which promotes quality union masonry construction throughout the United States and Canada and conducts craft training, research and labor/management relations programs on behalf of its constituent groups, the members of the International Union of Bricklayers and Allied Craftsmen, who will be meeting in Chicago during the fair; and

WHEREAS, This 1995 Masonry Craft Fair will be one of the most comprehensive exhibitions of masonry crafts, techniques, materials, products, supplies and services ever assembled. The Institute's masonry instructors, numbering over one hundred, will be attending an instruction certification program during the fair, and bricklayers and other artisans will demonstrate their skills; and

WHEREAS, The 1995 Masonry Craft Fair will offer seminars and lectures on many aspects of masonry, and there will be guided tours of the many great masonry landmarks within Chicago's Loop; and

WHEREAS, The leaders of this great City are indeed proud that the International Masonry Institute has chosen Chicago as the site of its 1995 Masonry Craft Fair; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D. do hereby extend our heartiest welcome to the International Masonry Institute as it prepares to present its 1995 Masonry Craft Fair in our great City; and in that regard we declare that the period of October 4 through 8, 1995, be known as "International Masonry Institute Week In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the International Masonry Institute.

**CONGRATULATIONS EXTENDED TO SAINT PATRICK HIGH
SCHOOL ON ITS ONE HUNDRED THIRTY-FIFTH
ANNIVERSARY AND SEPTEMBER 22, 1995
DECLARED "SAINT PATRICK HIGH
SCHOOL DAY IN CHICAGO".**

WHEREAS, Its alumni, administration, teachers, staff and many friends are observing the one hundred thirty-fifth anniversary of Saint Patrick High School on September 22, 1995; and

WHEREAS, Saint Patrick was founded by the Christian Brothers in 1861, and the history of this great scholastic institution corresponds with that of this great City of Chicago. For many years, Saint Patrick stood at South Desplaines Street and West Adams Street, and then construction of what is now the Kennedy Expressway forced its move to the great northwest side. It now stands at North Austin Avenue and West Belmont Avenue, where classes began in 1953; and

WHEREAS, Saint Patrick High School is Chicago's oldest Catholic boys high school; it is also the oldest school operated by the Chicago Province of the Christian Brothers. Each year its enrollment approximates one thousand, representing over one hundred elementary schools throughout Chicagoland, and their test scores are often well above the national average; and

WHEREAS, The leaders of this great City are indeed proud of the achievements of Saint Patrick High School and of its alumni; now, therefore,

Be It Resolved; That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August in 1995, A.D., do hereby pay tribute to Saint Patrick High School on its one hundred thirty-fifth anniversary, and in that regard do hereby declare that September 22, 1995, be known as "Saint Patrick High School Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Patrick High School.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. ROBERT W. CLAUSEN.

WHEREAS, God in his infinite wisdom has called to his eternal reward Robert W. Clausen, beloved citizen and friend; and

WHEREAS, Robert W. Clausen, a retired Chicago Fire Department fire fighter, will be sorely missed. He leaves to mourn his wife, Collette; his loving children, Eric, David, Catherine and Christine; his grandchildren, Daniel, Nicholas, Jennifer, Michele and Caitlin; and a host of other relatives and friends; and

WHEREAS, Robert W. Clausen 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 City Council of the City of Chicago, gathered here this second day of August 1995, A.D., do hereby express our sorrow on the death of Robert W. Clausen, 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 Robert W. Clausen.

TRIBUTE TO LATE MR. THOMAS DUNN GREEN.

WHEREAS, God in his infinite wisdom has called to his eternal reward Thomas Dunn Green, beloved citizen and friend; and

WHEREAS, Thomas Dunn Green was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his loving wife, Mary; his sons, Tom and Jim; his daughters Jennifer, Julie, Pam and Kathy; and a host of other relatives and friends; and

WHEREAS, Thomas Dunn Green was a 1952 graduate of Saint Gregory High School and 1960 graduate of Loyola University. He was a United States Army veteran, serving in Germany from 1956 to 1957; and

WHEREAS, Thomas Dunn Green 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 City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our sorrow on the death of Thomas Dunn Green, 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 Thomas Dunn Green.

TRIBUTE TO LATE MR. EDWARD M. MARX.

WHEREAS, God in his infinite wisdom has called to his eternal reward Edward M. Marx, beloved citizen and friend; and

WHEREAS, Edward M. Marx was the president and board chairman of the family-owned New World Van Lines, one of the largest interstate moving companies for household goods in the United States; and

WHEREAS, Edward M. Marx was a vital and active member of Chicago's great northwest side business community and will be sorely missed. He leaves to mourn his wife, Shirley; his daughters, Dinah and Janet; his sons, Edward, Michael, David, Jerome and Quintin; his grandchildren; and a host of other relatives and friends; and

WHEREAS, Edward M. Marx 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 City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our sorrow on the death of Edward M. Marx, 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 Edward M. Marx.

TRIBUTE TO LATE MR. THOMAS D. MUNYON.

WHEREAS, God in his infinite wisdom has called to his eternal reward Thomas D. Munyon, beloved citizen and friend; and

WHEREAS, Thomas D. Munyon was a vital and active member of Chicago's great northwest side community and an investigator with the Chicago Police Department Bomb and Arson Unit and will be sorely missed. He leaves to mourn his wife, Claudia; his three sons, Thomas, Jr., Michael and Patrick; his daughter, Pamela; and a host of other relatives and friends; and

WHEREAS, A cherished friend to many and a good neighbor to all, Thomas D. Munyon will be greatly missed by his many family members, friends and fellow police officers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our sorrow on the death of Thomas D. Munyon, 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 Thomas D. Munyon.

TRIBUTE TO LATE MR. LIDO PAGANI.

WHEREAS, God in his infinite wisdom has called to his eternal reward Lido Pagani, beloved citizen and friend; and

WHEREAS, Lido Pagani was an employee of the City of Chicago for more than thirty years. He was a journeyman wireman with the electric department. He worked for many years at the City's water filtration plant and later at O'Hare International Airport; and

WHEREAS, Lido Pagani was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his wife, Edith; his loving sons, Orlando, Eugene, Michael and Phillip; his grandchildren and great-grandchildren; and a host of other relatives and friends; and

WHEREAS, Lido Pagani 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 City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our sorrow on the death of Lido Pagani, 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 Lido Pagani.

TRIBUTE TO LATE MRS. FRANCES PAPPADIS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Frances Pappadis, beloved citizen and friend; and

WHEREAS, Frances Pappadis was a vital and active member of her community and will be sorely missed. She leaves to mourn her loving children, Thomas, Constance and Francine; her grandchildren, Laura, Mark, Cathy, Jennifer, Stephanie, Melanie and James; and a host of other relatives and friends; and

WHEREAS, Frances Pappadis will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our sorrow on the death of Frances Pappadis, 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 Frances Pappadis.

TRIBUTE TO LATE MRS. EVELYN SINNER.

WHEREAS, God in his infinite wisdom has called to her eternal reward Evelyn M. Sinner, beloved citizen and friend; and

WHEREAS, Evelyn M. Sinner was a vital and active member of Chicago's great northwest side community and will be sorely missed. She leaves to mourn her husband, Richard; her loving children, Ricka, Pam, Vicki and William; her many grandchildren; and a host of other relatives and friends; and

WHEREAS, Evelyn M. Sinner will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our sorrow on the death of Evelyn M. Sinner, 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 Evelyn M. Sinner.

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
RAYMOND HUMBERT ON BIRTH OF THEIR
SON RAYMOND EUGENE HUMBERT.**

WHEREAS, On June 15, 1995, a new citizen came into the world, Raymond Eugene Humbert, son of Sue Ann and Raymond Humbert, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby congratulate Mr. and Mrs. Raymond Humbert on the birth of their son, Raymond Eugene, June 15, 1995, and extend to this fine family our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Raymond Humbert.

**CONGRATULATIONS EXTENDED TO FIRE FIGHTER JOHN F. LEE
ON HIS RETIREMENT FROM CHICAGO
FIRE DEPARTMENT.**

WHEREAS, Chicago Fire Fighter John F. Lee has announced his retirement following thirty-one years of dedicated service to the people of the City of Chicago; and

WHEREAS, A devoted family man, Chicago Fire Fighter John F. Lee may now spend quality time with his lovely wife, Marion, his children, James and John, and his grandchildren, Jason, Nicholas, Katlin and Dana; and

WHEREAS, The leaders of this great City are cognizant of the debt owed those who selflessly dedicate themselves to fighting fires and the protection of the public; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, do hereby express our gratitude and our congratulations to Chicago Fire Fighter John F. Lee as he retires from an outstanding thirty-one year career of service to the people of this great City, and we extend to him and his family our very best wishes for continuing happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Fire Fighter John F. Lee.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
ROBERT O'BRIEN ON THEIR FORTY-FIFTH
WEDDING ANNIVERSARY.*

WHEREAS, Mr. and Mrs. Robert and Cecilia O'Brien, outstanding citizens of Chicago's great north side, are celebrating forty-five years of wedded bliss together on September 2, 1995; and

WHEREAS, Both Robert and Cecilia are lifelong Chicago citizens; and

WHEREAS, Robert O'Brien was a longtime City of Chicago employee in the Water Department until his retirement in 1994. After almost twenty years, Cecilia O'Brien continues to be employed as a part-time library staff person at the Cudahy Library of Loyola University of Chicago; and

WHEREAS, Robert and Cecilia O'Brien symbolize the strength and solidity of family life, and they celebrate this great occasion with their children, Robert, Jr. and Patricia; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, do hereby offer our heartiest congratulations to Mr. and Mrs. Robert and Cecilia O'Brien on their forty-fifth wedding anniversary September 2, 1995, and extend to this outstanding couple our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Robert and Cecilia O'Brien.

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
FRANK RODRIQUEZ ON THEIR TWENTY-FIFTH
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Frank and Christine Rodriquez, outstanding citizens of Chicago's great north side, are celebrating twenty-five years of wedded bliss together on August 15, 1995; and

WHEREAS, Both Frank and Christine are lifelong Chicago citizens; and

WHEREAS, Frank Rodriquez has been a Chicago Police Officer for twenty-two years and Christine is presently employed at Siebel Institute; and

WHEREAS, Frank and Christine Rodriquez symbolize the strength and solidity of family life, and they celebrate this great occasion with their children, Carla and Erica; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, do hereby offer our heartiest congratulations to Mr. and Mrs. Frank and Christine Rodriquez on their twenty-fifth wedding anniversary August 15, 1995, and extend to this outstanding couple our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Frank and Christine Rodriquez.

**CONGRATULATIONS EXTENDED TO MS. MARIE SEDLACEK
ON HER ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Marie Sedlacek, a resident of the Fairmont Care Centre, 5061 North Pulaski Road in the great 39th Ward of the City of Chicago, is one hundred years old; and

WHEREAS, Marie Sedlacek was born in Czechoslovakia August 15, 1895, and emigrated to the United States as a teenager. She remembers cobblestone streets and horse-drawn carriages, and has had the unique experience of viewing and participating in the growth of our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, do hereby join in the many congratulations extended to Marie Sedlacek in celebration of her one hundredth birthday, and we extend to this fine citizen our best wishes for many years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marie Sedlacek.

**GRATITUDE EXTENDED TO MONTAY COLLEGE FOR
ITS LEADERSHIP IN PROVIDING QUALITY
EDUCATION TO YOUTH OF CHICAGO.**

WHEREAS, Montay College has been a leader in providing quality education in a serene urban setting for sixty-nine years from its location at 3750 West Peterson Avenue in the great 39th Ward of the City of Chicago; and

WHEREAS, Montay College was located on thirty acres of lawns, trees and flowers; and

WHEREAS, Montay College, through its faculty and staff, dedicated itself to its hardworking and committed student body; and

WHEREAS, On July 6, 1995, Montay College closed its doors for the last time; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, do pay tribute to Montay College for its many years of service to the youth of the City of Chicago and extend our best wishes to the staff, faculty and students of Montay College as they move on to other endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Charlene Endecavage of Montay College.

Presented By

**ALDERMAN LAURINO (39th Ward),
ALDERMAN ALLEN (38th Ward),
ALDERMAN DOHERTY (41st Ward), And
ALDERMAN LEVAR (45th Ward):**

**CONGRATULATIONS EXTENDED TO COMMANDER
DONALD BERGAMIN ON HIS RETIREMENT
FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Chicago Police Department Commander Donald Bergamin has announced his retirement following thirty-six years of dedicated service to the people of the City of Chicago; and

WHEREAS, Donald Bergamin joined the Chicago Police Department in 1959 and was promoted to sergeant in January, 1966 and lieutenant in August, 1966. He was promoted to captain in 1984. In 1986, he was promoted to the position of commander of the research and development section of the Chicago Police Department. In August, 1991, he became the administrative commander of the detective division. On September 16, 1991, he became the commander of the 16th District on the great northwest side of the City of Chicago, where he has performed outstandingly; and

WHEREAS, A devoted family man, Donald Bergamin may now spend quality time with his lovely wife of thirty-seven years, Roselyn, and their ever faithful companion, Sparky; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, do hereby express our gratitude and congratulations to Chicago Police Department Commander Donald Bergamin as he retires from an outstanding thirty-six year career of service to the people of this great City, and we extend to him and his wife our very best wishes for continuing happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Commander Donald Bergamin.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. WILLIAM RUCKNER CANTRELL, JR.

WHEREAS, Almighty God in his infinite mercy and wisdom has called Mr. William Ruckner Cantrell, Jr. to his eternal reward on the fourth day of July, 1995, A.D.; and

WHEREAS, Mr. William Ruckner Cantrell, Jr. was born on the seventh day of September, 1920, A.D. in Gallatin, Tennessee; and

WHEREAS, Mr. William Ruckner Cantrell, Jr., known affectionately as "Pap", moved to the near west side of Chicago in the early 1920s where he was educated at Medill Elementary and High Schools and later attended Washburn Trade School; and

WHEREAS, Mr. William Ruckner Cantrell, Jr. later moved to the near north side of Chicago where he began his thirty-five year career with the Chicago Park District, from which he retired as a stationary engineer in 1984, A.D.; and

WHEREAS, Mr. William Ruckner Cantrell, Jr. was a loyal, hardworking and effective precinct captain for the 42nd Ward Regular Democratic Organization for twenty years; and

WHEREAS, Mr. William Ruckner Cantrell, Jr. tirelessly devoted his efforts to many civic and church organizations during his residency in the 42nd Ward; and

WHEREAS, Mr. William Ruckner Cantrell, Jr. married his beloved wife, Hazel, on the third day of July, 1951, A.D.; and

WHEREAS, Mr. William Ruckner Cantrell, Jr. was a devoted husband and father who, despite his continuing love for the City of Chicago, enjoyed escaping with his family to his comfortable summer home in South Haven, Michigan; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City Chicago, assembled in meeting this second day of August, 1995, A.D., do hereby express our deepest sorrow at the passing of Mr. William Ruckner Cantrell, Jr. and do also extend to his beloved wife, Hazel; his son, Gregory; his daughter, Beverly; his great granddaughter, Branday; his goddaughter, Roselyn Leak; his sister, Lillian Colvord; his brother-in-law, James Battle; his three aunts; his one uncle; his four stepchildren; his ten step great-grandchildren; his twenty-one nieces and nephews and his many

other relatives and friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. William Ruckner Cantrell, Jr. was a fine man who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. William Ruckner Cantrell, Jr..

**COMMENDATIONS EXTENDED TO MR. JOSEPH M. SCHALLMOSE
FOR HIS BRAVERY DURING WORLD WAR II AND EFFORTS
TO IMPROVE LIVES OF ALL AMERICANS.**

WHEREAS, Joseph M. Schallmoser was born in Burgkirchen, Germany of the fourteenth day of January, 1923, A.D.; and

WHEREAS, Joseph M. Schallmoser emigrated to Chicago's Old Town area in 1929 where he still resides to this date; and

WHEREAS, Joseph M. Schallmoser married Lucy who is presently a member of the nursing faculty at Loyola University of Chicago, has a Ph.D. and is a lieutenant in the United States Nursing Corps Naval Reserves; and

WHEREAS, Joseph M. Schallmoser and his beloved wife, Lucy, have three children, eight grandchildren and four great-grandchildren; and

WHEREAS, Joseph M. Schallmoser studied the violin for twelve years under the direction of John Weicher, concertmeister of the Chicago Symphony Orchestra and then became a member of the Chicago Civic Orchestra for the 1939 -- 1940 season; and

WHEREAS, Joseph M. Schallmoser ran for alderman of Chicago's 43rd Ward against Paddy Bauler, losing by only eighty-two votes in the 1967 Democratic primary election; and

WHEREAS, Joseph M. Schallmoser, desiring to serve in World War II and having been rejected by the Army Air Corps (currently the United States Air Force) because of his German birth and lack of United States citizenship enlisted and served in the United States Army for two years and eight months; and

WHEREAS, Joseph M. Schallmoser served valiantly in combat, in both Germany and Holland during World War II; and

WHEREAS, Joseph M. Schallmoser was a private first class in the 104th Infantry Division known as the "Timber Wolves" and due to his continuous

bravery and leadership, became the most highly decorated enlisted man in his division of nearly twenty thousand soldiers; and

WHEREAS, Joseph M. Schallmoser's World War II awards include the Distinguished Service Cross, the First Silver Star, the Second Silver Star and the Bronze Star; and

WHEREAS, Joseph M. Schallmoser on the twenty-third day of March, 1995, A.D., celebrated along with his military comrades, the fiftieth anniversary of the Battle of Kottigen, Germany and the successful end of World War II; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of August, 1995, A.D., do hereby commend, honor and pay tribute to Joseph M. Schallmoser for his bravery on behalf of his adopted country, the United States of America, and for his efforts at bettering the lives of all Americans; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joseph M. Schallmoser.

**CONGRATULATIONS EXTENDED TO CIRQUE DU SOLEIL
ON PRODUCTION OF "ALEGRIA"**

WHEREAS, Cirque du Soleil is a Montreal-based production company created in 1984 and has just celebrated its tenth anniversary; and

WHEREAS, Cirque du Soleil, in addition to Chicago, has performed in more than one hundred cities including Toronto, Los Angeles, San Francisco, New York, Boston, Washington, D.C., Miami, Tokyo, Paris, London, Atlanta and Seattle; and

WHEREAS, Since its debut in 1984, more than seven million people worldwide have seen a Cirque du Soleil production and the company has won numerous awards and distinctions including the Drama-Logue Theater Awards, the annual New York Festival, the Emmy Awards, the Drama Desk Awards and the Gala de l'ADISQ (Quebec's association of the record, concert and video industry); and

WHEREAS, Cirque du Soleil performers have participated in various annual circus festivals around the world including the "Festival Mondial du Cirque de Demain" in Paris, the "Festival International de Cirque de Verone" the "Festival de Cirque de Genes" and the "International Acrobatic Festival of Wuyan", in China; and

WHEREAS, Cirque du Soleil employees come from many different backgrounds and from countries as diverse as Canada, Austria, Belgium, Brazil, China, Denmark, France, Great Britain, Germany, Holland, Italy, Japan, Mexico, Mongolia, Portugal, Romania, Russia, Spain and the United States; and

WHEREAS, Since the beginning of Cirque du Soleil, acts have included contortion, juggling, unicycles, boleadores, ropes, teeterboards, chairs, tumbling, the fast-track, hand-to-hand, stilts, tight rope walking, fire-knife dancing, bola bola, the trapeze, the flying trapeze, hulabaloo, antipodists, Russian bars, the trampoline, Chinese poles, the Russian swing, bungees, taiko drums, strong men, the aerial cradle, the Chinese perch, rhythmic gymnastics and flying men; and

WHEREAS, Aside from the Cirque du Soleil employees who are acrobats, musicians, singers, dancers, gymnasts, jugglers, clowns and actors, there are also designers, technicians, trainers, teachers, cooks, tailors, athletic therapists, electricians, plumbers, cabinet-makers, secretaries, tutors, producers, accountants, receptionists, translators and administrators; and

WHEREAS, Cirque du Soleil has offices in Montreal, Amsterdam and Las Vegas to manage the "life span" of a production that includes two years in North America, approximately one year in Asia and two years in Europe; and

WHEREAS, Cirque du Soleil, in 1995, is presenting three different productions simultaneously, including "Mystere", "Saltimbanco" and "Alegria"; and

WHEREAS, Cirque du Soleil's creation and production of "Alegria" represents an investment of Two Million Dollars that includes one hundred seventeen persons with performers ranging in age from eight to forty-five; and

WHEREAS, The potential number of spectators for "Alegria" in 1994 -- 1995 is 1.475 million; and

WHEREAS, Cirque du Soleil supports Childhelp U.S.A. through benefit performances held in San Francisco, San Jose, Santa Monica and in Costa Mesa, California, on January 25, 1995; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of August, 1995, A.D., do hereby honor and congratulate Cirque du Soleil for delightfully entertaining the citizens of Chicago with its strikingly unique and dramatic production of "Alegria"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Cirque du Soleil.

Presented By

ALDERMAN HANSEN (44th Ward):

**CONGRATULATIONS EXTENDED TO MR. TONY ALCANTAR
ON HIS ESTABLISHMENT OF THEATRESPORTS
IMPROVISATIONAL THEATRE IN CHICAGO
AND ON HIS THIRTY-FIFTH BIRTHDAY.**

WHEREAS, Tony Alcantar was born and raised in the City of Chicago, attended Lane Technical High School and Roosevelt University where he attained a bachelor's degree in theatre and a master of fine arts in acting; and

WHEREAS, Tony Alcantar performed with both the London and Toronto Second City companies, receiving rave notices for his "physical humor and quick wit"; and

WHEREAS, Tony Alcantar wrote and starred in "Double Exposure" at the Victory Gardens Theater and played the lead role in the feature film "Butterscotch and Chocolate"; and

WHEREAS, Tony Alcantar has performed at such renowned Chicago community theatres as the Body Politic, Victory Gardens and Organic Theatre; and

WHEREAS, Tony Alcantar first became intrigued by the TheatreSports concept when he saw a performance in New Zealand in 1990; and

WHEREAS, Tony Alcantar soon set about creating a Chicago franchise of TheatreSports, holding tryouts and recruiting actors; and

WHEREAS, Tony Alcantar, in April of this year, opened the Chicago franchise of this world famous competitive improvisational theatre at Le Cafe, 3343 North Clark Street; and

WHEREAS, Tony Alcantar, with all his success and international recognition, continues to serve the Chicago community, teaching creative drama at both the Bernard Horwich and Florence G. Heller Jewish Community Centers and teaching competitive improvisational theatre to

inner-city youths as part of the University Scholars Program of Roosevelt University; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, assembled here this second day of August, 1995, congratulate Tony Alcantar on the establishment of TheatreSports in Chicago, wish him great success in the years to come, and express our thanks to him for his contributions to our city's cultural life; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Tony Alcantar on the occasion of his thirty-fifth birthday, August 13, 1995.

**CONGRATULATIONS EXTENDED TO YELLOW CAB COMPANY
ON EIGHTY YEARS OF SERVICE TO PEOPLE
OF CHICAGO.**

WHEREAS, On this day, August 2, 1995, the City of Chicago will mark the eightieth anniversary of the Yellow Cab Company, whose taxicabs first appeared on the streets of Chicago on August 2, 1915; and

WHEREAS, The Yellow Cab Company was the first cab company in Chicago and is today the largest cab company in the United States of America; and

WHEREAS, The Yellow Cab Company bought and installed the first stop-and-go traffic lights for Chicago and developed and tested the first balloon tires; and

WHEREAS, The Yellow Cab Company was among the first to use automated windshield wipers, ultra-high frequency two-way radios, and transistorized UHF radios; and

WHEREAS, The Yellow Cab Company and its drivers have made many contributions to the City of Chicago and its residents, awarding scholarships, participating in the Cabrini-Green Tutoring Program, sponsoring inner-city athletic programs and supporting hospitals, charities, and civic organizations; and

WHEREAS, The Yellow Cab Company continues to provide safe transportation for the people of Chicago, being the first to install seat belts and offer children restraint seats to ensure passenger safety; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this second day of August, 1995,

congratulate the Yellow Cab Company on its eighty years of service to the people of Chicago and recognize its many educational, charitable, and civic contributions to our city's life, and wish the Yellow Cab Company many more years of successful and beneficial operation; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the officers of the Yellow Cab Company.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- PROHIBITION OF LOITERING, STOPPING OR
STANDING ON PORTION OF NORTH
LAVERGNE AVENUE.***

Alderman Giles (37th Ward) presented a proposed ordinance to prohibit at all times loitering, stopping or standing in the 1100 block of North LaVergne Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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>TILLMAN</i> (3rd Ward)	South Dr. Martin Luther King, Jr. Drive, at 4835 -- at all times -- no exception;
<i>PRECKWINKLE</i> (4th Ward)	South Cottage Grove Avenue (west side) from a point 20 feet south of East 47th Street, to a point 50 feet south thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>FRIAS</i> (12th Ward)	South Troy Street, at 2548 -- 2550 -- 6:00 A.M. to 12:00 A.M. -- Monday through Saturday;
<i>BURNETT</i> (27th Ward)	West Randolph Street, at 929 -- 5:00 A.M. to 4:00 P.M. -- daily; West Randolph Street, at 941 -- 943 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday and 6:00 A.M. to 2:00 P.M. -- Saturday; North Wells Street, at 1252 -- 9:00 A.M. to 12:00 Midnight -- daily; North Wells Street, at 1531 -- 5:00 P.M. to 12:00 Midnight -- daily;
<i>GABINSKI</i> (32nd Ward)	North Lincoln Avenue, at 2834, for a distance of 25 feet -- at all times -- daily;

Alderman	Location, Distance And Time
ALLEN (38th Ward)	North McVicker Avenue (both sides) at 4250 and approximately 4251, to extend one car length on each side -- at all times -- no exceptions (handicapped); North Oak Park Avenue (east side) from West Montrose Avenue to a point 600 feet south thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (handicapped);
O'CONNOR (40th Ward)	North Glenwood Avenue, at 6200 -- at all times -- no exceptions (handicapped);
NATARUS (42nd Ward)	West Grand Avenue, at 315, to extend existing zone by 80 feet -- tow-away zone; West Monroe Street, at 33, for approximately 160 feet -- 4:00 P.M. to 1:00 A.M. -- Tuesday through Saturday -- tow-away zone (valet service); East Ontario Street, at 222, for approximately 50 feet -- 10:00 A.M. to 12:00 Midnight -- daily -- tow-away zone (valet service); West Randolph Street, at 6, for approximately 30 feet -- 9:00 A.M. to 3:00 A.M. -- Monday through Friday -- tow-away zone; East Walton Street, at 199, for approximately 40 to 60 feet -- at all times -- daily -- tow-away zone (valet service);

Alderman	Location, Distance And Time
BERNARDINI (43rd Ward)	West Armitage Avenue, at 917 -- 9:00 A.M. to 12:00 Noon -- no exceptions; North Lincoln Park West, at 2300 -- 4:00 P.M. to 12:00 Midnight -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 3417 WEST BRYN MAWR
AVENUE.

Alderman Laurino (39th 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 Bryn Mawr Avenue, at 3417 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Bryn Mawr Avenue, at 3417 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 17 EAST MONROE 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: "East Monroe Street, at 17 -- no parking/loading zone" and inserting in lieu thereof: "East Monroe Street, at 17 -- loading zone/tow-away zone -- valet service -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE AT 120 SOUTH WABASH AVENUE.

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: "South Wabash Avenue, at 120 -- no parking/loading zone" and inserting in lieu thereof: "South Wabash Avenue, at 120 -- loading zone/tow-away zone -- valet service -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF WEST
WILSON AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 23, 1994 (Council Journal of Proceedings, page 47203) which established loading zones on portions of specified public ways by striking the words: "West Wilson Avenue (south side) from a point 105 feet west of North Hazel Street, to a point 25 feet west thereof -- handicapped loading zone" and inserting in lieu thereof: "West Wilson Avenue (south side) from a point 65 feet west of North Hazel Street, to a point 70 feet west thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday -- handicapped loading zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR REPEAL OF ORDER WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH KEDZIE AVENUE.

Alderman Colom (35th Ward) presented a proposed order to give consideration to the repeal of an order which established a loading zone on North Kedzie Avenue, between 2408 and 2410, 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
JONES (15th Ward)	South Paulina Street, at 7000 -- 7100 -- southerly;
AUSTIN (34th Ward)	West 112th Street, from South Wentworth Avenue to South State Street -- easterly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
NORTH/SOUTH PUBLIC ALLEY WEST OF
SOUTH HERMITAGE AVENUE.

Alderman Huels (11th 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/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", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF EAST/
WEST PUBLIC ALLEY NORTH OF WEST PERSHING
ROAD, FROM FIRST ALLEY WEST OF SOUTH
HERMITAGE AVENUE TO SOUTH
HERMITAGE AVENUE.

Alderman Huels (11th 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: "First east/west alley north of West Pershing Road, from the north/south alley west of South Hermitage Avenue to South Hermitage Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF EAST/
WEST PUBLIC ALLEY NORTH OF WEST PERSHING
ROAD, FROM NORTH/SOUTH PUBLIC ALLEY
WEST OF SOUTH HERMITAGE
AVENUE TO SOUTH
WOOD STREET.

Alderman Huels (11th 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: "First east/west alley north of West Pershing Road, from the north/south alley west of South Hermitage Avenue to South Wood Street -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
NORTH VIRGINIA AVENUE.

Alderman O'Connor (40th 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 Virginia Avenue, in the 5900 block -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS ON PORTION
OF WEST SUNNYSIDE AVENUE.

Alderman Shiller (46th Ward) presented a proposed order to cause the removal of parking meters located on West Sunnyside Avenue, from North Sheridan Road to North Broadway, 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
<i>BURRELL</i> (29th Ward)	North Laramie Avenue (east side) from West Grand Avenue to West Harrison Street -- two hour limit -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday; North Laramie Avenue, from West Grand Avenue to West Harrison Street -- two hour limit -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
<i>GABINSKI</i> (32nd Ward)	North Lakewood Avenue, at 2934 -- 2936 -- one hour limit -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman

Location, Distance And Time

North Leavitt Street (east side)
from a point 20 feet north of West
Chicago Avenue, to a point 100
feet north thereof -- thirty minute
limit -- 9:00 A.M. to 5:00 P.M. --
Monday through Saturday;

BERNARDINI (43rd Ward)

West North Avenue, at 230 (two
car lengths) ten minute limit --
8:00 A.M. to 6:00 P.M. -- Monday
through Saturday and 8:00 A.M. to
9:00 P.M. -- Sunday.

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED PARKING
OF VEHICLES DURING SPECIFIED HOURS ON
PORTION OF WEST 42ND STREET.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West 42nd Street (north side) from South Pulaski Road to a point 75 feet east thereof -- two hour limit -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West 42nd Street (north side) from South Pulaski Road to a point 300 feet east thereof -- two hour limit -- 6:00 P.M. to 6:00 P.M. -- Monday through Friday", 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>GRANATO</i> (1st Ward)	West Crystal Street, at 2142 (except for handicapped); West Evergreen Avenue, at 2708 (except for handicapped);
<i>HAITHCOCK</i> (2nd Ward)	West Washington Boulevard, at 2219 (except for handicapped);
<i>TILLMAN</i> (3rd Ward)	South Wabash Avenue, at 4809 (except for handicapped); East 44th Street, at 439 (except for handicapped);
<i>PRECKWINKLE</i> (4th Ward)	East 52nd Street, at 1157 (except for handicapped);
<i>HOLT</i> (5th Ward)	South Dorchester Avenue, at 7414 (except for handicapped);
<i>HOLT</i> for <i>STEELE</i> (6th Ward)	South Calumet Avenue, at 7734 (except for handicapped); South Evans Avenue, at 8022 (except for handicapped); South Indiana Avenue, at 7305 (except for handicapped); South State Street, at 7949 (except for handicapped); South Vernon Avenue, at 7553 (except for handicapped);

Alderman	Location And Distance
	East 85th Street, at 358 (except for handicapped);
	East 89th Street, at 375 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Colfax Avenue, at 8523 (except for handicapped);
	South Crandon Avenue, at 7654 (except for handicapped);
	South Essex Avenue, at 8500 (except for handicapped);
	South Kingston Avenue, at 7648 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Blackstone Avenue, at 9019 (except for handicapped);
	South Cornell Avenue, at 8211 (except for handicapped);
	South Dobson Avenue, at 9027 (except for handicapped);
	South Greenwood Avenue, at 9156 (except for handicapped);
	South Luella Avenue, at 8323 (except for handicapped);
	South Maryland Avenue, at 8419 (except for handicapped);
	South Ridgeland Avenue, at 7915 (except for handicapped);
<i>SHAW</i> (9th Ward)	South Lafayette Avenue, at 12112 (except for handicapped);

Alderman	Location And Distance
	East 116th Street, at 206 (except for handicapped);
	East 117th Street, at 129 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Avenue G, at 10811 (except for handicapped);
	South Avenue J, at 9844 (except for handicapped);
	South Avenue O, at 10524 (except for handicapped);
	South Brandon Avenue, at 9041 (except for handicapped);
	South Escanaba Avenue, at 9729 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Ashland Avenue, at 3606 (except for handicapped);
	South Carpenter Street, at 3336 (except for handicapped);
	South Emerald Avenue, at 3224 (except for handicapped);
	South Lowe Avenue, at 3121 (except for handicapped);
	South Paulina Street, at 3544 (except for handicapped);
	South Union Avenue, at 3223 (except for handicapped);
<i>FRIAS</i> (12th Ward)	South Washtenaw Avenue, at 3623 (except for handicapped);

Alderman	Location And Distance
<i>OLIVO</i> (13th Ward)	South Spaulding Avenue, at 7735 (except for handicapped);
<i>JONES</i> (15th Ward)	South Campbell Avenue, at 6449 (except for handicapped); South Campbell Avenue, at 7407 (except for handicapped); South Wolcott Avenue, at 6654 (except for handicapped); South Wood Street, at 6219 (except for handicapped);
<i>PRECKWINKLE</i> for <i>COLEMAN</i> (16th Ward)	West Garfield Boulevard, at 1351 (except for handicapped); South Oakley Avenue, at 5527 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Aberdeen Street, at 7521 (except for handicapped); South Princeton Avenue, at 7400 (except for handicapped); South Princeton Avenue, at 7413 (except for handicapped); South Sangamon Street, at 6531 (except for handicapped); West 71st Place, at 1573 (except for handicapped);
<i>MURPHY</i> (18th Ward)	South Francisco Avenue, at 8147 (except for handicapped);

Alderman	Location And Distance
	South Maplewood Avenue, at 7612 (except for handicapped);
<i>TROUTMAN</i> (20th Ward)	South Calumet Avenue, at 6925 (except for handicapped); South Prairie Avenue, at 6829 (except for handicapped);
<i>EVANS</i> (21st Ward)	South Aberdeen Street, at 8026 (except for handicapped); South Bishop Street, at 9421 (except for handicapped); South Emerald Avenue, at 9136 (except for handicapped); South Lowe Avenue, at 9229 (except for handicapped); South May Street, at 10132 (except for handicapped); South Morgan Street, at 8211 (except for handicapped); South Parnell Avenue, at 9631 (except for handicapped); South Yale Avenue, at 9046 (except for handicapped); West 93rd Street, at 1058 (except for handicapped); West 112th Place, at 1240 (except for handicapped);
<i>MUNOZ</i> (22nd Ward)	South Avers Avenue, at 2709 (except for handicapped);

Alderman	Location And Distance
	South Hamlin Avenue, at 3137 (except for handicapped);
<i>ZALEWSKI</i> (23rd Ward)	South Kedvale Avenue, at 4925 (except for handicapped); South Kildare Avenue, at 4734 (except for handicapped); South Neenah Avenue, at 5514 (except for handicapped); West 64th Street, at 6853 (except for handicapped);
<i>CHANDLER</i> (24th Ward)	South Christiana Avenue, at 1317 (except for handicapped); West Cullerton Street, at 4037 (except for handicapped); West Harrison Street, at 4049 (except for handicapped); West Lexington Street, at 3927 (except for handicapped);
<i>MEDRANO</i> (25th Ward)	West 21st Place, at 2331 (except for handicapped); West 24th Street, at 2242 (except for handicapped);
<i>BURNETT</i> (27th Ward)	South Marshfield Avenue, at 328 (to be placed from the north border to the south border and on the east side of the building facing the parking lot) (except for handicapped);

Alderman	Location And Distance
	West Maypole Avenue, at 2728 (except for handicapped);
	West Ohio Street, in the 600, 700 and 800 blocks (tow-away zone) public benefit;
	North Trumbull Avenue, at 1014 (except for handicapped);
	North Springfield Avenue, at 1234 (except for handicapped);
<i>E. SMITH</i> (28th Ward)	West Adams Street, at 4645 (except for handicapped);
	West West End Avenue, at 4433 (except for handicapped);
	North St. Louis Avenue, at 401 (except for handicapped);
	West Washington Boulevard, at 4104 (except for handicapped);
	West Washington Boulevard, at 4918 (except for handicapped);
	West 15th Street, at 2642 (except for handicapped);
<i>BURRELL</i> (29th Ward)	North Central Avenue, at 1501 (except for handicapped);
	West Huron Street, at 5706 (except for handicapped);
	South Monitor Avenue, at 1034 (except for handicapped);
<i>WOJCIK</i> (30th Ward)	North Avers Avenue, at 3352 (except for handicapped);

Alderman	Location And Distance
	North Keystone Avenue, at 4100 (except for handicapped);
<i>SUAREZ</i> (31st Ward)	North Knox Avenue, at 2224 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	North Winchester Avenue at 1835 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	South Green Street, at 10420 (except for handicapped); South Lowe Avenue, at 11718 (except for handicapped); South Wentworth Avenue, at 11432 (except for handicapped); West 108th Street, at 49 (except for handicapped);
<i>COLOM</i> (35th Ward)	North Allen Avenue, at 3004 (except for handicapped); West Dickens Avenue, at 3423 (except for handicapped); North Sawyer Avenue, at 2020 (except for handicapped); West Wrightwood Avenue, at 3524 (except for handicapped);
<i>ALLEN</i> for <i>BANKS</i> (36th Ward)	North Natoma Avenue, at 1823 (except for handicapped); North New England Avenue, at 1620 (except for handicapped);

Alderman	Location And Distance
	North Oketo Avenue, at 3444 (except for handicapped);
	North Osceola Avenue, at 3724 (except for handicapped);
<i>GILES</i> (37th Ward)	North Laverne Avenue, at 534 (except for handicapped);
	North Lawler Avenue, at 1036 (except for handicapped);
	North Lockwood Avenue, at 635 (except for handicapped);
<i>ALLEN</i> (38th Ward)	North Kenneth Avenue, at 4050 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North St. Louis Avenue, at 4843 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	West Carmen Avenue, at 2438 (except for handicapped);
<i>DOHERTY</i> (41st Ward)	West Farragut Avenue, at 6947 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	West Elm Street, at 111 -- at all times -- daily -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes;
	South Laflin Street, at 700 (except for Handicapped Placard A 87585);

Alderman	Location And Distance
<i>BERNARDINI</i> (43rd Ward)	North Magnolia Avenue (west side) from a point 100 feet south of North Clybourn Avenue, to a point 75 feet south thereof (tow-away zone) public benefit;
<i>HANSEN</i> (44th Ward)	North Kenmore Avenue, at 3710 (except for handicapped); West Oakdale Avenue, at 938 (except for handicapped);
<i>LEVAR</i> (45th Ward)	West Winona Street, at 4949 (except for handicapped);
<i>SHILLER</i> (46th Ward)	North Marine Drive, at 4170, for a distance of 25 feet (except for handicapped);
<i>SCHULTER</i> (47th Ward)	West Gunnison Street, at 2506 (except for handicapped); North Oakley Avenue, at 4845 (except for handicapped); West Winona Street, at 2224 (except for handicapped);
<i>STONE</i> (50th Ward)	West Howard Street, at 3127 (except for handicapped); West Jerome Street, at 2952 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1012 NORTH ASTOR STREET.

Alderman Natarus (42nd 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 Astor Street, at 1012 (Handicapped Parking Permit 3212)" and inserting in lieu thereof: "North Astor Street, at 1012 (Handicapped Parking Permit 3212) tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8716 SOUTH CARPENTER STREET.

Alderman Evans (21st 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 Carpenter Street, at 8716 (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
4604 NORTH DAMEN AVENUE.

Alderman Schulner (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 Damen Avenue, at 4604 (Handicapped Parking Permit 8148)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1320 WEST ESTES AVENUE.

Alderman Moore (49th 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 Estes Avenue, at 1320 (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
4070 SOUTH FRANCISCO 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 Francisco Avenue, at 4070 (Handicapped Parking Permit 8469)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2622 NORTH HAMLIN AVENUE.

Alderman Colom (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 Hamlin Avenue, at 2622", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2145 WEST HOMER STREET.

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 Homer Street, at 2145 (Handicapped Parking Permit 841)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4743 SOUTH KEDVALE AVENUE.

Alderman Zalewski (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 Kedvale Avenue, at 4743 (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
8048 SOUTH LUELLA AVENUE.

Alderman Dixon (8th 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 Luella Avenue, at 8048 (Handicapped Parking Permit 48)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8114 SOUTH MAPLEWOOD AVENUE.

Alderman Murphy (18th 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 Maplewood Avenue, at 8114 (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
3511 WEST MC LEAN AVENUE.**

Alderman Colom (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 McLean Avenue, at 3511 (Handicapped Parking Permit 3313)", which was *Referred to the Committee on Traffic Control and Safety.*

***Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1 WEST MONROE STREET.**

Alderman Natarus (42nd 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 Monroe Street, at 1 -- parking prohibited at all times (except for handicapped)" and inserting in lieu thereof: "West Monroe Street, at 1 -- parking prohibited at all times (except for one hour handicapped)", which was *Referred to the Committee on Traffic Control and Safety.*

***Referred --* AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
650 NORTH MONTICELLO AVENUE.**

Alderman Burnett (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

Monticello Avenue, at 650 (Handicapped Parking Permit 10329)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4421 WEST MONTROSE 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: "West Montrose Avenue, at 4421 (Handicapped Parking Permit 7487)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3247 NORTH OPAL AVENUE.

Alderman Allen for 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 Opal Avenue, at 3247 (Handicapped Parking Permit 10033)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5353 WEST ROSCOE STREET.

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 Roscoe Street, at 5353 (Handicapped Parking Permit 513)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2116 NORTH SPAULDING AVENUE.

Alderman Colom (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 Spaulding Avenue, at 2116 (Handicapped Parking Permit 9739)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4730 SOUTH WABASH AVENUE.

Alderman Tillman (3rd 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 Wabash Avenue, at 4730 (Handicapped Parking Permit 7355)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6038 NORTH WASHTENAW 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: "North Washtenaw Avenue, at 6038 (Handicapped Parking Permit 6776)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
721 NORTH WILLARD COURT.

Alderman Granato (1st 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 Willard Court, at 721 (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
1912 WEST 17TH 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 17th Street, at 1912 (Handicapped Parking Permit 6273)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2329 WEST 22ND PLACE.

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 22nd Place, at 2329 (Handicapped Parking Permit 4926)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
305 WEST 23RD 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 23rd Street, at 305 (Handicapped Parking Permit 5920)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
521 WEST 42ND 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 42nd Place, at 521 (handicapped permit parking)", 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
GRANATO (1st Ward)	West Division Street, from North Noble Street to North California Avenue (north side) 7:00 A.M. to 9:00 A.M. -- Thursday and (south side) 7:00 A.M. to 9:00 A.M. -- Tuesday (for street cleaning purposes from April 15 to November 15, 1995);
GABINSKI (32nd Ward)	North Ravenswood Avenue (west side) from West Addison Street to a point 100 feet north thereof;

Alderman	Location, Distance And Time
NATARUS (42nd Ward)	North Clark Street, at 132, for a distance of 40 feet -- 8:00 A.M. to 6:00 P.M. -- daily -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes;
SHILLER (46th Ward)	West Brompton Avenue, at 759, for a distance of 75 feet -- 11:00 A.M. to 11:00 P.M. -- daily (tow-away zone) (May 1 to September 30, 1995);
MOORE (49th Ward)	West Rosemont Avenue (south side) from the first alley west of North Sheridan Road to North Kenmore Avenue -- 2:00 P.M. to 4:00 P.M. -- daily (tow-away zone).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT 25 EAST
PEARSON STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East Pearson Street, at 25 -- no parking/tow-away zone" and inserting in lieu thereof: "East Pearson Street, at 25 (loading zone for buses only) 8:00 A.M. to 6:00 P.M. -- otherwise no standing/no parking -- tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH AMENDED
PARKING PROHIBITION ON PORTION OF
WEST PETERSON AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on January 12, 1995 (Council Journal of Proceedings, page 64664) which amended parking prohibitions on portions of specified public ways by striking the words: "West Peterson Avenue (south side) from North Damen Avenue to North Western Avenue -- no parking/tow-away zone (94-1723)" and inserting in lieu thereof: "West Peterson Avenue (south side) from North Damen Avenue to North Ravenswood Avenue -- no parking/tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH AMENDED
PARKING PROHIBITION ON PORTION OF
WEST PETERSON AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on January 12, 1995 (Council Journal of Proceedings, page 64664) which amended parking prohibitions on portions of specified public ways by striking the words: "West Peterson Avenue (south side) from North Damen Avenue to North Western Avenue -- no parking/tow-away zone" and inserting in lieu thereof: "West Peterson Avenue (south side) from North Ravenswood Avenue to North Western Avenue -- no parking/tow-away zone", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
3845 NORTH ST. LOUIS AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to relocate a parking prohibition in effect of all times from its current location at 1822 West Fletcher Street (Permit Number 6569) to a new location at 3845 North St. Louis Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
4617 SOUTH SPAULDING AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 4721 South Rockwell Street (Permit Number 8677) to a new location at 4617 South Spaulding Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
FRIAS (12th Ward)	South Artesian Avenue, in the 3300 block -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;
SUAREZ (31st Ward)	North Kilbourn Avenue (both sides) in the 2300 block, from West Belden Avenue north to the first alley south of West Fullerton Avenue -- at all times.

Referred -- AUTHORIZATION FOR EXTENSION OF RESIDENTIAL
PERMIT PARKING ZONE 132 TO INCLUDE 2500
BLOCK OF WEST EASTWOOD AVENUE.

Alderman Colom, for Alderman Mell (33rd Ward) presented a proposed order to authorize the Department of Revenue, Bureau of Parking

Management, to extend Residential Permit Parking Zone 132 to include the 2500 block of West Eastwood Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred --* AMENDMENT OF ORDER FOR EXTENSION OF
RESIDENTIAL PERMIT PARKING ZONE TO INCLUDE
8401 SOUTH MARYLAND AVENUE.**

Alderman Dixon (8th Ward) presented a proposed order to amend a previously passed order which established a residential permit parking zone in the 8400 block of South Maryland Avenue by including the property at 8401 South Maryland Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred --* DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.**

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
GABINSKI (32nd Ward)	West Iowa Street (north side) at North Western Avenue;
	West Iowa Street (south side) at 900;
	North Throop Street (west side) from West North Avenue to the first alley south thereof;
COLOM (35th Ward)	West Dickens Avenue, from 2801 though 2817;

Alderman	Location And Distance
LEVAR (45th Ward)	North Mango Avenue, at 4922 and 4936 (within cul-de-sac).

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles to twenty-five miles per hour on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Street And Limitation
BUCHANAN (10th Ward)	South Carondolet Avenue, from East 130th Street to East 134th Street;
MUNOZ (22nd Ward)	South Kostner Avenue, from West 16th Street to West 31st Street; South Pulaski Road, from West Cermak Road to West 33rd Street.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TOW-AWAY ZONE AT 731 NORTH DEARBORN STREET.

Alderman Natarus (42nd 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 Dearborn Street, at 731 -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes" and inserting in lieu thereof: "North Dearborn Street, at 731 -- no parking -- loading zone -- 10:00 A.M. to 10:00

P.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on May 30, 1985 (Council Journal of Proceedings, pages 17413 and 17414) and subsequently amended on June 7, 1990 (Council Journal of Proceedings, pages 16768 -- 16771) relating to street sweeping tow-away zones on portions of specified public ways by deleting the language in brackets and adding the language in italics below, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Section 1. Pursuant to Section 9-64-040 of the Municipal Code of Chicago, the following locations are hereby designated as street sweeping tow-away zones, between the limits and during the times standing or parking of vehicles shall be considered a definite hazard to the normal movement of traffic. The Commissioner of [Public Works] *Transportation* is hereby authorized and directed to install traffic signs designating the hour(s) of prohibition along said routes:

Public Way	Limits And Time
<i>North Astor Street (West side)</i>	<i>From East Division Street to East North Boulevard Way -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;</i>
<i>North Astor Street (East side)</i>	<i>From East Division Street to East North Boulevard Way -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;</i>
<i>East Banks Street (North side)</i>	<i>From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;</i>

Public Way	Limits And Time
<i>East Banks Street</i> (South side)	<i>From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;</i>
East Bellevue Place (North side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Bellevue Place (South side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
<i>East Burton Place</i> (North side)	<i>From North Clark Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;</i>
<i>East Burton Place</i> (South side)	<i>From North Clark Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;</i>
East Cedar Street (North side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Cedar Street (South side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
East Chestnut Street (North side)	From North State Street to North [Michigan Avenue] Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;

Public Way	Limits And Time
East Chestnut Street (South side)	From North State Street to North [Michigan Avenue] <i>Lake Shore Drive</i> -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
East Elm Street (South side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
North Dearborn Parkway (West side)	From West Elm Street to West North Boulevard Way -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
North Dearborn Parkway (East side)	From West Elm Street to West [Goethe Street] <i>North Boulevard Way</i> -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
East Delaware Place (North side)	From North State Street to North [Michigan Avenue] <i>Lake Shore Drive</i> -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Delaware Place (South side)	From North State Street to North [Michigan Avenue] <i>Lake Shore Drive</i> -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
East Division Street (North side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Division Street (South side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;

Public Way	Limits And Time
East Elm Street (North side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Oak Street (North side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Oak Street (South side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
East Pearson Street (North side)	From North State Street to North Michigan Avenue -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Pearson Street (South side)	From North State Street to North Michigan Avenue -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;
<i>East Schiller Street</i> (North side)	<i>From North Clark Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;</i>
<i>East Schiller Street</i> (South side)	<i>From North Clark Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;</i>
East Scott Street (North side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Scott Street (South side)	From North State Street to North Lake Shore Drive -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;

Public Way	Limits And Time
[North State Parkway (Both sides)	From West Division Street to West Goethe Street -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;]
<i>North State Parkway (West side)</i>	<i>From East Goethe Street to East North Boulevard Way -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;</i>
<i>North State Parkway (East side)</i>	<i>From East Goethe Street to East North Boulevard Way -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15;</i>
East Walton Street (North side)	From North State Street to North Michigan Avenue -- 9:00 A.M. to 1:00 P.M. -- Tuesdays, April 15 to November 15;
East Walton Street (South side)	From North State Street to North Michigan Avenue -- 9:00 A.M. to 1:00 P.M. -- Wednesdays, April 15 to November 15.

Referred -- CONSIDERATION FOR INSTALLATION OF
AUTOMATIC TRAFFIC CONTROL SIGNALS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
BURNETT (27th Ward)	North Wells Street and West Schiller Street;

Alderman	Location
SUAREZ (31st Ward)	North Kilbourn Avenue and West Fullerton Avenue.

Referred -- AUTHORIZATION FOR INSTALLATION OF
TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
PRECKWINKLE (4th Ward)	South Oakenwald Avenue, at East 44th Place -- "Stop"; East 55th Street and South Dorchester Avenue -- "All-Way Stop";
SHAW (9th Ward)	East 100th Street and South Perry Avenue -- "Four-Way Stop";
BUCHANAN (10th Ward)	South Bensley Avenue, at East 104th Street -- "Stop";
HUELS (11th Ward)	West 38th Street, at South Wood Street -- "Stop";
JONES (15th Ward)	West 70th Street and South Marshfield Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
<i>STREETER</i> (17th Ward)	West 65th Street and South Sangamon Street -- "All-Way Stop";
<i>MURPHY</i> (18th Ward)	South Kolin Avenue and West 86th Street -- "Two-Way Stop";
<i>RUGAI</i> (19th Ward)	South Hale Avenue, from the alley south of West 107th Street to West 107th Place -- "Residential Parking Only -- 8:00 A.M. To 10:00 A.M. -- Monday Through Friday"; West 110th Place, from South Longwood Drive to South Hoyne Avenue -- "Residential Parking Only -- 8:00 A.M. To 10:00 A.M. -- Monday Through Friday"; West 110th Place (north side) from 2100 west to 2142 west and (south side) from 2100 west to 2143 west -- "Residential Parking Only -- 8:00 A.M. To 10:00 A.M. -- Monday Through Friday"; South Sacramento Avenue, at 11226 -- "Handicapped Parking Only";
<i>TROUTMAN</i> (20th Ward)	South Vernon Avenue, from the 6900 block to the 7100 block -- "No Trucks Allowed";
<i>ZALEWSKI</i> (23rd Ward)	South Kilbourn Avenue, at West 49th Street -- "Stop";

Alderman	Location And Type Of Sign
<i>CHANDLER</i> (24th Ward)	West Fifth Avenue and South Karlov Avenue -- "Two-Way Stop"; West Fifth Avenue and South Kedvale Avenue -- "Two-Way Stop";
<i>MEDRANO</i> (25th Ward)	South Shields Avenue, from West 30th Street to West 31st Street -- "Five Ton Limit";
<i>BURNETT</i> (27th Ward)	North Green Street and West Huron Street -- "Four-Way Stop"; West Huron Street, at North Sawyer Avenue -- "Stop"; West Lake Street and North Desplaines Street -- "Slow -- Twenty Miles Per Hour -- Children Crossing"; North Leavitt Street and West Race Street -- "Slow -- Twenty Miles Per Hour -- Children Crossing";
<i>WOJCIK</i> (30th Ward)	West School Street and South Kenneth Avenue -- "Four-Way Stop"; West School Street, at North Kilbourn Avenue -- "Stop";
<i>SUAREZ</i> (31st Ward)	North Laverne Avenue and West Belden Avenue -- "All-Way Stop"; North Lawler Avenue, at West Dickens Avenue -- "Stop"; West Parker Avenue and North Kilbourn Avenue -- "All-Way Stop";

Alderman	Location And Type Of Sign
<i>COLOM</i> (35th Ward)	North Ridgeway Avenue and West Belden Avenue -- "All-Way Stop"; North Kedzie Avenue and West Palmer Street (on corner at curve facing northwest) "Stop"; North Kimball Avenue (southeast side and northwest side) "Stop";
<i>ALLEN</i> for <i>BANKS</i> (36th Ward)	West Cortland Street and North Oak Park Avenue -- "Four-Way Stop";
<i>ALLEN</i> (38th Ward)	West Warner Avenue, at North Lockwood Avenue -- "Stop"; North Marmora Avenue, at West Newport Avenue -- "Stop"; West Waveland Avenue, at North Menard Avenue -- "Stop";
<i>O'CONNOR</i> (40th Ward)	West Berwyn Avenue and North Ravenswood Avenue -- "Three-Way Stop"; West Catalpa Avenue, at North Paulina Street -- "Stop"; West Farragut Avenue, at North Ravenswood Avenue -- "Stop"; West Summerdale Avenue, at North Ravenswood Avenue -- "Stop";
<i>NATARUS</i> (42nd Ward)	North Wabash Avenue and East Hubbard Street (lower level) "All-Way Stop";

Alderman	Location And Type Of Sign
<i>BERNARDINI</i> (43rd Ward)	West Concord Place, at North Clybourn Avenue -- "Stop";
<i>HANSEN</i> (44th Ward)	North Lakewood Avenue, at West Newport Avenue -- "Stop";
<i>SHILLER</i> (46th Ward)	At alley in the 4400 block of North Beacon Street (north/southbound) where it intersects with West Sunnyside Avenue -- "Stop"; At alley in the 4500 block of North Beacon Street (north/southbound) where it intersects with West Sunnyside Avenue -- "Stop"; At alley in the 4400 block of North Magnolia Avenue (north/southbound) where it intersects with West Sunnyside Avenue -- "Stop"; At alley in the 4500 block of North Magnolia Avenue (north/southbound) where it intersects with West Sunnyside Avenue -- "Stop".

Referred -- AUTHORIZATION FOR WAIVER OF INSTALLATION
FEES AND ERECTION OF "HANDICAPPED
PARKING" SIGNS AT 10501 SOUTH
TORRENCE AVENUE.

Alderman Buchanan (10th Ward) presented a proposed order to authorize the waiver of installation fees and the erection of "Handicapped Parking" signs at 10501 South Torrence Avenue for Saint Kevin's Church, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "NO LEFT TURN" SIGN ON PORTION
OF NORTH OGDEN AVENUE.

Alderman Burnett (27th Ward) presented an 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 Ogden Avenue, at West Chicago Avenue -- 'No Left Turn' ", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF "NO PARKING" SIGNS ON PORTIONS
OF WEST DIVISION STREET.

Alderman Granato (1st Ward) presented a proposed order to cause the removal of "No Parking" signs on West Division Street, between the 1100 and 1200 blocks and between North Noble Street and North California Avenue which were to be in effect on the south side from 7:00 A.M. to 9:00 A.M. and on the north side from 4:00 P.M. to 6:00 P.M., 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 five 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 GRANATO (1st Ward):

To classify as an R4 General Residence District instead of a B5-2 General Service District the area shown on Map No. 3-H bounded by:

a line 212 feet south of and parallel to North Milwaukee Avenue; the public alley next east of and parallel to North Paulina Street; a line 237 feet south of and parallel to North Milwaukee Avenue; and North Paulina Street.

BY ALDERMAN STREETER (17th Ward):

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 18-G bounded by:

the alley next north of and parallel to West 79th Street; a line 75 feet east of South Racine Avenue; West 79th Street; and South Racine Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-H bounded by:

the alley next north of West Potomac Avenue; a line 131 feet east of North Leavitt Street; West Potomac Avenue; and a line 79 feet east of North Leavitt Street.

BY ALDERMAN LAURINO (39th Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 15-K bounded by:

West Peterson Avenue; the westerly right-of-way line of the Chicago and Northwestern Railroad; the alley next south of and parallel to West Peterson Avenue; and North Kostner Avenue.

BY ALDERMAN NATARUS (42nd Ward):

To classify as an R8 General Residence District instead of a B6-6 Restricted Central Business District the area shown on Map No. 3-E bounded by:

East Lake Shore Drive; a line 517 feet east of North Michigan Avenue; a line 108 feet south of East Lake Shore Drive; and a line 400 feet east of North Michigan Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented ninety-seven 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>HOLT</i> (5th Ward)	Crandon Place Condominium Association; Genesis II Housing Cooperative; 5312 -- 5318 South Hyde Park Boulevard Condominium, Incorporated; 5485 -- 5489 Cornell Avenue Condominium Association; 5750 Kenwood Building Corporation; 6714 -- 6716 South Chappel Condominium Association;
<i>BEAVERS</i> (7th Ward)	Ms. Bettye Tucker;
<i>DIXON</i> (8th Ward)	London Towne Houses Cooperative, Incorporated;

Alderman

Claimant

OLIVO (13th Ward)*ZALEWSKI* (23rd Ward)*BURNETT* (27th Ward)*BURRELL* (29th Ward)*WOJCIK* (30th Ward)*SUAREZ* (31st Ward)*ALLEN* for
BANKS (36th Ward)*ALLEN* (38th Ward)7901 -- 7911 South Ellis
Condominium Association;

Midway Condominium Association;

Ms. Bernice M. Krupa;

Mr. Ronald J. Lynn;

Mr. Robert Thomas Przygoda;

Westgate Center Condominium
Association;

Ms. Annie P. Green;

Breton Court Biplax Owners
Association;

Kedvale Terrace Condominium;

Keystone Terrace Condominium
Association;

Mr. Angel Luis Martinez;

Oakfield North Condominium;

2147 North Harlem Building
Association;3150 North Odell
Condominium Association;Merramac Condominium
Association;

Alderman

Claimant

O'CONNOR (40th Ward)

Granville Syndicate;
Winchester Court Condominium
Association (2);
1440 Granville Condominium
Association;
2615 West Foster Condominium
Association;
6251 -- 6253 Glenwood
Condominium Association;

DOHERTY (41st Ward)

Devon Place Condominium
Association;
Edgewood Manor Condominium
Number 1;
Edison Village Condominium (2);
Fountain View Condominium;
Higgins Terrace Condominium
Association, Incorporated;
Lexington House Condominium;
Northwest Terrace Number 2;
Olmsted Condominium Association;
Parkview East Condominium
Association;
Ms. Barbara A. Schwestz;
5940 Building Association;
6831 Northwest Highway
Condominium Association;
8500 West Catherine Condominium
Association;

Alderman

Claimant

NATARUS (42nd Ward)Cedar Condominium Homeowners
AssociationLake Point Tower Condominium
Association;The LaSalle Private Residences
Condominium Association;Carl Sandburg Village
Condominium Association;Two East Oak Condominium
Association;73 East Elm Condominium
Association;The 100 Bellevue Place
Condominium;100 East Walton Condominium
Association;110 East Delaware Condominium
Association;132 East Delaware Place
Condominium Association;155 North Harbor Drive
Condominium Association;161 Chicago Avenue East
Condominium Association;175 East Delaware Place
Homeowner's Association;201 East Chestnut Condominium
Association;

232 East Walton Corporation;

253 East Delaware Condominium
Association;

Alderman

Claimant

BERNARDINI (43rd Ward)

535 North Michigan Avenue
Condominium Association;

1242 Lake Shore Drive Building
Corporation;

Headley School Condominium
Association;

Hemingway House Condominium
Association;

Kennelly Square Condominium
Association;

Lincoln Park Tower Condominium
Association;

Maud Court Homeowners
Association;

Ogden Park Place Owner's
Association;

515 Wrightwood Condominium
Association;

1750 North Wells Condominium
Association;

1872 North Clybourn Loft
Condominium Association;

2016 Cleveland Condominium
Association;

2333 North Geneva Terrace
Condominium Association;

2500 Lakeview Association;

Alderman

Claimant

HANSEN (44th Ward)

Eddystone Condominium Homes;
Gaslight Village Condominium
Association;
Harbor House Condominium
Association;
Sheridan Briar South Condominium
Association;
The Wellington Condominium
Association;
3150 Condominium Association;

LEVAR (45th Ward)

Le Cour Condominium Association;
Windsor House Condominium;

SHILLER (46th Ward)

Imperial Towers Condominium;
Park Harbor Condominium
Association;
Winona Walk Condominium
Association;

M. SMITH (48th Ward)

Park Tower Condominium
Association;
The Statesman Condominium
Association;
915 -- 917 West Gunnison
Condominium Association;
4900 North Marine Drive
Condominium Association;

STONE (50th Ward)

Albany Condominium Association
(2);

Alderman

Claimant

Casa Bonita Condominium
Association;

Mr. David M. Cikanek;

Mr. and Mrs. John and Rhonda
Jones;Ridge House Condominium
Association;

Ms. Esther Stepkin;

Winston Towers Number 5;

7522½ Ridge Building Corporation.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN GRANATO (1st Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST
LE MOYNE STREET AND SPECIFIED PUBLIC ALLEYS IN
BLOCK BOUNDED BY WEST LE MOYNE STREET,
WEST BLACKHAWK STREET, NORTH
GREENVIEW AVENUE AND
NORTH CLEAVER
STREET.**

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of West Le Moyne Street, lying between the east line of North Greenview Avenue and the west line of North Cleaver Street, together with the north 203.2 feet, more or less, of the north/south 14.75 foot public alley and all of the first east/west 14 foot public alleys, south of West Le Moyne Street in the block bounded by West Le Moyne Street, West Blackhawk Street, North Greenview Avenue and North Cleaver Street for the Public Building Commission of Chicago, and the Chicago Board of Education (File No. 5-1-95-1969); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Granato 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 Granato, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 2417 NORTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Baraka, in care of Ady Rodman, to conduct a sidewalk sale in front of 2417 North Western Avenue every Friday, Saturday and Sunday for the period extending July 28 through August 13, 1995, during the hours of 8:30 A.M. to 10:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- APPROVAL OF PROPERTIES AT 700 -- 720 NORTH WESTERN AVENUE AND 722 -- 724 NORTH WESTERN AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the properties at 700 -- 720 North Western Avenue and 722 -- 724 North Western 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 GRANATO (1st Ward) And
ALDERMAN OCASIO (26th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF SERVICE FEES FOR FIESTA BORICUA ON CALLE PEDRO ALBIZU CAMPOS.

A proposed order authorizing the City Comptroller to waive the service fees charged to the Puerto Rico Cultural Center in conjunction with their annual Fiesta Boricua on Calle Pedro Albizu Campos to be held on September 17, 1995 in the 1st and 26th Wards, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- GRANT OF PRIVILEGE TO COLUMBIA COLLEGE TO MAINTAIN AND USE IRON PIPE AT 731 SOUTH PLYMOUTH COURT.

A proposed ordinance to grant permission and authority to Columbia College to maintain and use a black iron pipe for ventilation purposes, affixed to the east side of the building at 731 South Plymouth Court, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN TILLMAN (3rd Ward):

WAIVER OF LIENS ON PROPERTY AT
236 WEST 45TH PLACE.

A proposed ordinance authorizing waiver of liens on the property located at 236 West 45th Place 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.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

City of Chicago, Department of General Services -- 3649 -- 3657 South State Street (Chicago Bee Building); and

Audrey Freeman/Indiana Storage Company -- 4835 South Indiana Avenue.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SACS AT SPECIFIED LOCATIONS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to construct cul-de-sacs at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

On West 42nd Place, at South Stewart Avenue; and

On West 42nd Street, at South Stewart Avenue.

Referred -- APPROVAL OF PROPERTY AT 4050 SOUTH WENTWORTH AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4050 South Wentworth Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY CHICAGO OSTEOPATHIC MEDICAL CENTER.

A proposed ordinance to allow the Chicago Osteopathic Medical Center to pay a reduced license fee of Ten Dollars for each of the special police employed at 5200 South Ellis 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 -- EXEMPTION OF BANKMONT FINANCIAL CORPORATION (DOING BUSINESS AS HARRIS BANK) FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 903 -- 944 EAST 47TH STREET.

Also, a proposed ordinance to exempt Bankmont Financial Corporation,

doing business as Harris Bank, from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 903 -- 944 East 47th Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- **AUTHORIZATION FOR WAIVER OF ITINERANT
MERCHANT LICENSE FEES FOR PARTICIPANTS IN
57TH STREET CHILDREN'S BOOK FAIR.**

A proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for participants in the 57th Street Children's Book Fair to be held on September 17, 1995, during the hours of 1:00 P.M. to 5:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented For

ALDERMAN STEELE (6th Ward):

Referred -- **CONSIDERATION FOR INSTALLATION OF
ALLEYLIGHTS AT SPECIFIED LOCATIONS.**

A proposed order, presented by Alderman Holt, directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which was *Referred to the Committee on Finance*, as follows:

7108 South Union Avenue;

7513 South Evans Avenue;

7521 South Evans Avenue (2);
7525 South Evans Avenue;
7533 South Evans Avenue;
7537 South Evans Avenue;
7541 South Evans Avenue;
7543 South Evans Avenue;
7547 South Evans Avenue; and
7553 South Evans Avenue.

Presented by

ALDERMAN BEAVERS (7th Ward):

**EXEMPTION OF SPECIFIED BLOCK CLUBS FROM PAYMENT
OF ELECTRICAL FEES FOR INSTALLATION OF
RESIDENTIAL POST LIGHTS AT
VARIOUS LOCATIONS.**

Two proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

Houston Block Club.

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

SECTION 1. Pursuant to Section 14-12-270 of the Municipal Code of Chicago, the Houston Block Club is hereby exempted from the payment of electrical fees for the installation of residential light posts in the front of the below-listed premises:

8015 South Houston Avenue

8119 South Houston Avenue

8027 South Houston Avenue

8133 South Houston Avenue

8029 South Houston Avenue	3025 East 80th Place
8037 South Houston Avenue	3028 East 80th Place
8039 South Houston Avenue	3022 East 80th Street
8043 South Houston Avenue	3004 East 81st Street
8047 South Houston Avenue	3002 East 81st Street
8048 South Houston Avenue	3024 East 81st Street
8051 South Houston Avenue	8058 South Coles Avenue
8055 South Houston Avenue	8100 South Coles Avenue
8101 South Houston Avenue	8114 South Coles Avenue
8105 South Houston Avenue	8116 South Coles Avenue
8111 South Houston Avenue	8118 South Coles Avenue
8112 South Houston Avenue	

SECTION 2. This ordinance shall take effect upon its passage and publication.

8900 South Oglesby Avenue Block Club.

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

SECTION 1. Pursuant to Section 14-12-270 of the Municipal Code of the City of Chicago, the following block club is hereby exempted from the payment of electrical fees for the installation of residential post lights in the front yards of the 8900 block of South Oglesby Avenue, both sides.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Alderman Beavers moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

On motion of Alderman Beavers, the foregoing proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF
ADDITIONAL LIGHTING IN 1100 BLOCK
OF EAST 93RD STREET.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of additional lighting in the 1100 block of East 93rd Street, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- EXPRESSION OF SUPPORT FOR INVESTIGATION
OF CITY'S RESPONSE DURING JULY HEAT
WAVE.

A proposed resolution expressing the City Council's support for a full and thorough investigation of the City's emergency response procedures during the

July 12 through July 16, 1995 heat wave and requesting representatives from Departments of Human Services, Aging, Health, Human Relations, Police and Fire and the Cook County Medical Examiners office to appear before the City Council to provide information for the development of any future emergency plan, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BUCHANAN (10th Ward):

**BUILDING AT 8350 SOUTH BUFFALO AVENUE DECLARED
PUBLIC NUISANCE AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 8350 South Buffalo Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at 8350 South Buffalo Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

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

Alderman Buchanan 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 Buchanan, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- STANDARDIZATION OF PORTION OF SOUTH CRANDON AVENUE AS "MAJOR ROBERT H. LAWRENCE, JR. DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Crandon Avenue, from East 99th Street to East 100th Street, as "Major Robert H. Lawrence, Jr. Drive", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT BEHIND 12939 SOUTH MANISTEE AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 12939 South Manistee Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- GRANT OF PRIVILEGE TO LA SALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 43094, TO MAINTAIN AND USE INTERCEPTOR MANHOLES ADJACENT TO 945 WEST 38TH STREET.

A proposed ordinance to grant permission and authority to LaSalle National

Bank, as Trustee, under Trust No. 43094, to maintain and use two (2) interceptor manholes in the public right-of-way adjacent to the premises at 945 West 38th Street, which was *Referred to the Committee on Transportation and Public Way.*

***Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SAC ON PORTION OF WEST
34TH STREET.***

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on West 34th Street, west of South Emerald Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FRIAS (12th Ward):

***Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND
ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS
IN IMMACULATE CONCEPTION CHURCH ANNUAL
SUMMERFEST CARNIVAL.***

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Immaculate Conception Church Annual Summerfest Carnival to be held on West 44th Street, between South California Avenue and South Washtenaw Avenue, for the period extending August 22 through August 28, 1995, during the hours of 9:00 A.M. to 12:00 Midnight, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST 44TH STREET IN CONJUNCTION WITH
IMMACULATE CONCEPTION CHURCH ANNUAL
SUMMERFEST CARNIVAL.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Immaculate Conception Church, in care of Reverend Anthony Puchenski, to close to traffic that part of West 44th Street, from South California Avenue to South Washtenaw Avenue, in conjunction with their annual summerfest carnival to be held for the period extending August 22 through August 28, 1995, during the hours of 9:00 A.M. to 12:00 Midnight, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF SOUTH ARCHER AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Archer Avenue Business Promotion Association/Jeff Barth to conduct a sidewalk sale on South Archer Avenue, from South California Avenue to South Kedzie Avenue, for the period extending August 3 through August 5, 1995, during the hours of 9:00 A.M. to 8:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- APPROVAL OF PROPERTY AT 4825 SOUTH ROCKWELL
STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK
COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4825 South Rockwell Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AUTHORIZATION FOR INCLUSION OF EASTER SEAL
SOCIETY IN CITY'S VOLUNTARY PAYROLL DEDUCTION
CHARITABLE CONTRIBUTION CAMPAIGN.

A proposed resolution authorizing the Commissioner of Personnel to include the Easter Seal Society as a charitable organization eligible to participate in the City of Chicago's Voluntary Payroll Deduction Charitable Contribution Campaign, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 140
OF MUNICIPAL CODE OF CHICAGO TO FURTHER
REGULATE SALE OF GRAIN ALCOHOL.

A proposed ordinance to amend Title 4, Chapter 60, Section 140 of the Municipal Code of Chicago by renumbering existing paragraph (e) as paragraph (f) and adding thereto a new paragraph (e) which would prohibit the sale of grain alcohol except to duly licensed wholesalers or distributors who supply restaurants or medical establishments, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- GRANT OF PRIVILEGE TO HANSEN-STERLING DRUM
COMPANY, INC. TO MAINTAIN AND USE MANHOLE/
SAMPLE BASIN ADJACENT TO 610 WEST
81ST STREET.

A proposed ordinance to grant permission and authority to Hansen-Sterling

Drum Company, Inc. to maintain and use a manhole/sample basin in the public sidewalk adjacent to the premises at 610 West 81st Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
2343 WEST 95TH STREET AND 9501 SOUTH
WESTERN AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Evergreen Plaza Associates to construct, maintain and use one canopy to be attached or attached to the building or structure at 2343 West 95th Street and 9501 South Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- ISSUANCE OF FREE PERMITS AND WAIVER OF
FEES FOR CHICAGO VIETNAM VETERANS AND
FAMILY ASSISTANCE PROGRAM, INC. FOR
REHABILITATION OF SPECIFIED
PROPERTIES.

A proposed ordinance requiring the Commissioners of the Departments of Buildings, Sewers, Water and Streets and Sanitation to grant various permits, free of charge, and to waive fees for the Chicago Vietnam Veterans and Family Assistance Program, Inc. in connection with the rehabilitation of property at 6318 -- 6320 South Greenwood Avenue, 6345 -- 6347 South Greenwood Avenue (pending) and 553 -- 555 East 60th Street, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- CONSIDERATION TO ALLOW INSTALLATION
OF PAY TELEPHONE AT 8700 SOUTH
ASHLAND AVENUE.

A proposed order authorizing the Commissioner of Transportation to give consideration to allow the installation of a pay telephone at 8700 South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR VACATION OF PORTION
OF PUBLIC ALLEY ADJACENT TO 9525
SOUTH HALSTED STREET.

Also, a proposed order authorizing the Commissioner of Transportation to vacate a portion of the public alley adjacent to the Woodson Regional Branch Library, located at 9525 South Halsted Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF BOLLARDS
AT 3058 SOUTH KEDVALE AVENUE.

A proposed order authorizing the Commissioner of Transportation to give consideration to the installation of bollards at 3058 South Kedvale Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

AUTHORIZATION FOR WAIVER OF STREET CLOSING
PERMIT FEE FOR SAINT DANIEL THE PROPHET
CHURCH FESTIVAL.

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to waive the permit fee for closing the 5300 block of South Natoma Avenue in conjunction with an annual festival of Saint Daniel the Prophet Church, 5330 South Nashville Avenue, for the period of August 16 through August 20, 1995.

Alderman Zalewski 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 Zalewski, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

AUTHORIZATION FOR ISSUANCE OF RAFFLE LICENSE FOR
YEAR 1995, FREE OF CHARGE, TO SAINT DANIEL THE
PROPHET CHURCH AND ITINERANT MERCHANT AND
FOOD VENDOR PERMITS TO PARTICIPANTS
IN CHURCH FESTIVAL.

Also, a proposed order reading as follows:

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to issue, free of charge, a raffle license for the year 1995, to Saint Daniel the Prophet Church, 5330 South Nashville Avenue, and also Itinerant Merchant and Food Vendor permits to participants in Saint Daniel the Prophet Church annual festival for the period of August 16 through August 20, 1995, to be conducted on Church premises, and in the 5300 block of South Natoma Avenue.

Alderman Zalewski 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 Zalewski, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- STANDARDIZATION OF PORTION OF SOUTH MENARD
AVENUE AS "JEANETTE GREEN DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 5600 block of South Menard Avenue as "Jeanette Green Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF SOUTH HAMLIN AVENUE
AS "DR. HENRY MITCHELL AVENUE".

A proposed order authorizing the Commissioner of Transportation to give consideration to honorarily designate that part of South Hamlin Avenue, from West 14th Street to West Cermak Road, as "Dr. Henry Mitchell Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. ANTONIO TORRES
TO MAINTAIN AND USE FIRE ESCAPE OVER PUBLIC
WAY ADJACENT TO 1729 WEST 17TH STREET.

A proposed ordinance to grant permission and authority to Mr. Antonio Torres to maintain and use a fire escape over the public way adjacent to the premises at 1729 West 17th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT LICENSE FEES FOR
PARTICIPANTS IN SAINT PIUS
KERMES EVENT.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in Saint Pius

Kermes event to be held on September 2 and 3, 1995 at South Ashland Avenue and West Cullerton Street, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented For

ALDERMAN MEDRANO (25th Ward):

Referred -- APPROVAL OF PLAT OF JADE GARDEN UNIT II IN AREA GENERALLY BOUNDED BY SOUTH STEWART AVENUE, WEST CERMAK ROAD AND SOUTH PRINCETON AVENUE AND PROVIDING FOR DEDICATION OF SOUTH PRINCETON AVENUE AND SOUTH TAN COURT.

A proposed ordinance, presented by Alderman Ocasio, directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Jade Garden Unit II in the area bounded by the east line of South Stewart Avenue, the north line of West Cermak Road and the southwesterly line of South Princeton Avenue and providing for the dedication of South Princeton Avenue and South Tan Court, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- WAIVER OF STREET CLOSING FEE FOR SAINT JEROME'S CROATIAN CHURCH FEAST OF ASSUMPTION.

Also, a proposed order, presented by Alderman Ocasio, authorizing the Department of Transportation to waive the street closing fee for Saint Jerome's Croatian Church Feast of the Assumption to be held on August 15, 1995, at 2823 South Princeton Avenue, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN BURNETT (27th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF
NORTH LOOMIS STREET AND PUBLIC ALLEYS IN BLOCK
GENERALLY BOUNDED BY WEST RANDOLPH STREET,
WEST WASHINGTON BOULEVARD, NORTH ADA
STREET AND NORTH OGDEN 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 North Loomis Street, lying between the south line of West Randolph Street, as widened, and the north line of West Washington Boulevard, together with the west 260.44 feet, more or less, of the east/west 18 foot public alley in the block bounded by West Randolph Street, as widened, West Washington Boulevard, North Loomis Street and North Ada Street, also all of the two east/west 10 foot public alleys in the block bounded by West Randolph Street, as widened, West Washington Boulevard, North Ogden Avenue and North Loomis Street for the Plumbers Union (File No. 8-27-95-1967); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Burnett 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 Burnett, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 244 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 147
TO RESTRICT PEDDLING ON PUBLIC WAY
SURROUNDING UNITED CENTER.

Also, a proposed ordinance to amend Title 4, Chapter 244 of the Municipal Code of Chicago by adding thereto a new Section 147 which would prohibit peddling on any portion of the public way within 1,000 feet of the United Center, and establish fines for violations thereof, except for validly licensed peddlers operating from carts, tables or temporary stands which do not obstruct the public way and provided that said peddlers obtain written permission from the property owner, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1443 NORTH WELLS STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Louis Ekonomakis, doing business as Sunshine Cleaners, to construct, maintain and use one canopy to be attached or attached to the building or structure at 1443 North Wells Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 4639 WEST ADAMS STREET.

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*.

Referred -- COMMITTEE ON HEALTH URGED TO HOLD HEARING
CONCERNING INTEGRATED HEALTH CARE DELIVERY
SYSTEM USED BY METRO CHICAGO COMMUNITY
HEALTH INFORMATION NETWORK (C.H.I.N.).

Also, a proposed resolution urging the Committee on Health to hold a hearing regarding the integrated health care delivery system used by Metro Chicago Community Health Information Network (C.H.I.N.) and its ability to increase the efficiency and effectiveness by which quality health care services are delivered to all Chicagoans and encouraging all members of the City Council and other City government officials to attend said hearing and acquaint themselves with the technological development used in this health care system, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF DEMOLITION
LIEN ON PROPERTY AT 146 NORTH PARKSIDE
AVENUE FOR USE BY CIRCLE CHRISTIAN
DEVELOPMENT CORPORATION.

A proposed ordinance authorizing the waiver of a demolition lien on the vacant property at 146 North Parkside Avenue to be used by Circle Christian Development Corporation for construction of new homes for low- and moderate-income families, which was *Referred to the Committee on Finance*.

Referred -- CONSIDERATION FOR HONORARY DESIGNATION
OF PORTION OF NORTH WALLER AVENUE AS
"ELDER GLEN WASHINGTON, JR. DRIVE".

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to honorarily designate that part of North Waller Avenue, from West Lake Street to West Chicago Avenue, as "Elder Glen Washington, Jr. Drive", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- **AUTHORIZATION FOR REMOVAL OF ADVERTISING
BENCHES AT SPECIFIED LOCATIONS.**

Also, a proposed order authorizing the Commissioner of Transportation to remove advertising benches from the northwest and southwest corners of the intersection at West Madison Street and North Mason Avenue, and from 5851 West North Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- **AMENDMENT OF TITLE 11, CHAPTER 12, SECTION 070
OF MUNICIPAL CODE OF CHICAGO TO HOLD PARENTS/
LEGAL GUARDIANS OF JUVENILES WHO TAMPER
WITH FIRE HYDRANTS LIABLE FOR
SUCH MISCONDUCT.**

A proposed ordinance to amend Title 11, Chapter 12, Section 070 of the Municipal Code of Chicago by holding parents or legal guardians of juveniles who tamper with or use fire hydrants or other openings connected with the Chicago Waterworks System liable for such misconduct and requiring said parents or legal guardians to serve no less than 80 hours of community service for each offense, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- **AMENDMENT OF TITLE 8, CHAPTER 16, SECTION 022
OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH
FINES FOR JUVENILE CURFEW VIOLATIONS.**

Also, a proposed ordinance to amend Title 8, Chapter 16, Section 022 of the Municipal Code of Chicago by charging the parents/legal guardians of minors held in police custody Forty Dollars (\$40.00) for each hour said minor remains in custody for curfew violations, which was *Referred to the Committee on Police and Fire.*

Referred -- GRANT OF PRIVILEGE TO EMERGENCY '24', INC.
TO CONSTRUCT, MAINTAIN AND USE CONDUIT ON
PUBLIC WAY ADJACENT TO 4179 WEST
IRVING PARK ROAD.

Also, a proposed ordinance to grant permission and authority to Emergency '24', Inc. to construct, install, maintain and use a 6-inch diameter conduit for electrical and security service adjacent to the premises at 4179 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4105 WEST MONTROSE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Dean Vosnos to construct, maintain and use one canopy to be attached or attached to the building or structure at 4105 West Montrose Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SUAREZ (31st Ward):

CONGRATULATIONS EXTENDED TO MR. PEDRO DE JESUS,
MR. JOHN CAMARDO AND MR. CHRIS NAUJOKAS
FOR OUTSTANDING ACT OF HEROISM.

A proposed resolution reading as follows:

WHEREAS, On July 19, 1995, Pedro DeJesus from the City's Bureau of Sanitation was sweeping on North Kenneth Street, between West Armitage Avenue and West Cortland Street, while John Camardo, a Department of Transportation foreman, was supervising the sweeper and an asphalt crew in the same location; and

WHEREAS, Suddenly a fire broke out from the second floor of a nearby house, and with no thought of their own safety, DeJesus, Camardo and Chris Naujokas, a Chicago Department of Transportation asphalt helper, ran into the home and, despite severe smoke and fire, were able to pull all five residents from the burning home; a husband, wife, and three small children were brought to safety by fast-thinking and selfless citizens; and

WHEREAS, Pedro DeJesus, John Camardo and Chris Naujokas are true heroes who exemplify the Chicago "I Will" spirit. Their quick and unselfish response to crisis prevented great tragedy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of August, 1995, A.D., do hereby express our gratitude to Pedro DeJesus of the Chicago Department of Streets and Sanitation, Bureau of Sanitation, and to John Camardo and Chris Naujokas of the Chicago Department of Transportation, for their outstanding act of heroism in rescuing a family of five from a burning building, and we extend to these three fine City employees our very best wishes for continuing success; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Pedro DeJesus, John Camardo and Chris Naujokas.

Alderman Suarez 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 Suarez, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

At this point in the proceedings, Alderman Suarez called the City Council's attention to the presence of Mr. John Camardo and Mr. Chris Naujokas who were seated in the visitor's galley. Mr. Camardo and Mr. Naujokas then rose and received the applause of the City Council and its assembled guests.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO BHF VENTURES, INC.
TO MAINTAIN AND USE VAULTED SPACE UNDER
PUBLIC WAY ADJACENT TO 2871 -- 2873
NORTH LINCOLN AVENUE.

A proposed ordinance to grant permission and authority to BHF Ventures, Inc. to maintain and use a vaulted space under the public way adjacent to the premises at 2871 -- 2873 North Lincoln 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, six 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:

Doyle Signs, Inc. -- for four signs/signboards at 1232 West North Avenue;

Kieffer & Co., Inc. -- for one sign/signboard at 3122 North Ashland Avenue; and

Olympic Signs, Inc. -- for one sign/signboard at 2767 North Lincoln Avenue.

Referred -- APPROVAL OF PROPERTY AT 1224 NORTH HOOKER
STREET AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 1224 North Hooker Street as eligible for Class 6(b) tax incentives under the Cook County Real

Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN COLOM (35th Ward):

Referred -- REMOVAL OF PAY TELEPHONES FROM PUBLIC WAY
AT SPECIFIED LOCATIONS.

Two proposed ordinances directing Ameritech Company to remove pay telephones from the public way at the locations specified below pursuant to Title 10, Chapter 28, Section 285(f) of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

2439 North Kedzie Boulevard; and

2535 North Kedzie Boulevard.

Referred -- PERMISSION FOR CONDUCT OF ANNUAL
PALMER ARTS FESTIVAL.

Also, a proposed order authorizing the Department of Transportation to grant permission to Chicago Neighborhood Artists, in care of Mr. Jose A. Zayas, for the conduct of the annual Palmer Arts Festival to be held in the 2200 block of West Palmer Square for the period extending August 18 through August 20, 1995, during the hours of 9:00 A.M. to 6:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
AND ITINERANT MERCHANT PERMIT FEES FOR
PARTICIPANTS IN ANNUAL PALMER
ARTS FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant Permit fees for participants in the annual Palmer Arts Festival to be held on the 2200 block of West Palmer Square for the period extending August 18 through August 20, 1995, during the hours of 9:00 A.M. to 6:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF NORTH MILWAUKEE AVENUE
AND WEST DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Gerry Cwick/Milwaukee Diversey Chamber of Commerce to conduct a sidewalk sale on North Milwaukee Avenue, from 2639 to 3181 and from 2618 to 3196, and on West Diversey Avenue, from 3411 to 3500, for the period extending August 25 through August 27, 1995, during the hours of 9:00 A.M. to 9:00 P.M., each day, 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 2659 NORTH MILWAUKEE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Tania's Liquors to construct, maintain and use one canopy to be attached or attached to the building or structure at 2659 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION TO ALLOW INSTALLATION
OF PUBLIC TELEPHONES AT 2001 AND 2003
NORTH CALIFORNIA AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to allow the installation of public phones at 2001 and 2003 North California Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- APPROVAL OF PLAT OF GLEN LAKE
CONDOMINIUMS-PHASE II ON PORTION
OF NORTH NATCHEZ AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Glen Lake Condominiums-Phase II, having a frontage of 248.66 feet on the westerly side of North Natchez Avenue, as shown on the Glen Lake Subdivision, between West Berteau Avenue and West Warner Avenue in said Glen Lake Condominiums Subdivision, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF LA SALLE NATIONAL BANK FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 3936 NORTH KILPATRICK AVENUE.

Also, a proposed ordinance to exempt LaSalle National Bank from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3936 North Kilpatrick 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 -- COMMITTEE ON BUILDINGS REQUESTED TO HOLD
HEARINGS CONCERNING CODE ENFORCEMENT
BUREAU OF DEPARTMENT OF BUILDINGS.

Also, a proposed resolution requesting the City Council Committee on Buildings to hold hearings in order to evaluate the workings of the Code Enforcement Bureau of the Department of Buildings, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- DEPARTMENT OF ENVIRONMENT DIRECTED
TO EXAMINE FEASIBILITY OF ESTABLISHING
"CITIZENS OIL CHANGING" SITES.

A proposed resolution directing the Department of Environment to examine the feasibility of establishing "Citizens Oil Changing" sites to provide citizens with convenient locations to change and legally dispose of automobile motor oil, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AMENDMENT OF TITLE 5, CHAPTER 12, SECTIONS 080
(c) AND (f) OF MUNICIPAL CODE OF CHICAGO CONCERNING
INTEREST RATES PAID ON SECURITY DEPOSITS
FOR RENTAL DWELLING UNITS.

A proposed ordinance to amend Title 5, Chapter 12, Sections 080 (c) and (f) of

the Municipal Code of Chicago by changing the interest rate to be paid on security deposits for rental dwelling units and for damages awarded for security deposit violations from five percent to an amount equal to the interest rate paid by the largest commercial bank having its main banking premises in the City, as measured by total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the year of the rental agreement, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGN/SIGNBOARD AT 5615 NORTH
CUMBERLAND AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 5615 North Cumberland Avenue, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF NORTH NORTHWEST HIGHWAY
AND NORTH OXFORD AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Laura Fanucchi to conduct a sidewalk sale on North Northwest Highway, between North Oshkosh Avenue and North Ozanam Avenue, and on North Oxford Avenue, between North Northwest Highway and the first alley north thereof, for the period of September 9 and 10, 1995, during the hours of 8:00 A.M. and 6:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 236, SECTION 020(g) OF MUNICIPAL CODE OF CHICAGO TO EXEMPT HOSPITALS FROM COLLECTION OF ANY PARKING LOT AND GARAGE OPERATIONS TAX FROM CURRENTLY REGISTERED HEALTH SCIENCE INSTITUTION STUDENTS.

A proposed ordinance to amend Title 4, Chapter 236, Section 020(g) of the Municipal Code of Chicago by exempting hospitals from the collection of any parking lot and garage operations tax from currently registered health science institution students, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, nine 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:

American National Bank and Trust, as Trustee, under Trust Number 60188 -- to maintain and use two vaulted areas in the public way adjacent to 23 -- 25 South Wabash Avenue;

Chicago Title and Trust Company, as Trustee, under Trust Number 1078225 -- to maintain and use a portion of the sidewalk for the installation of a railroad coach car to provide additional seating for a restaurant in the public way adjacent to 501 South Wells Street;

Citifront Hotel Associates Limited Partnership -- to construct, maintain and use three loading dock truck berths in the public way adjacent to 301 East North Water Street;

Doral Plaza Associated Limited Partnership -- to construct, maintain and use a diesel generator/fuel tank on the public way adjacent to 155 North Michigan Avenue;

Houston's Restaurant, Inc. -- to construct, maintain and use a dumbwaiter in the public way adjacent to 537 North Michigan Avenue;

International Business Machines Corporation -- to maintain and use a vaulted area in the public way adjacent to 330 North Wabash Avenue;

Loyola University of Chicago -- to construct, maintain and use five kiosk signs at various locations;

Meyer Asset Management, Inc. -- to maintain and use a vaulted area in the public way adjacent to 203 North Wabash Avenue; and

The Orchestral Association -- to construct and maintain a below grade building foundation in the public way adjacent to 220 South Michigan 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:

Bon Appetit Management -- adjacent to 820 North Michigan Avenue; and

Palmer's Steak & Seafood House -- adjacent to 17 East Monroe Street.

Referred -- RECISION OF REDEVELOPMENT AGREEMENT
WITH F.J.V. VENTURE FOR SALE OF LAND IN
BLOCK 37 OF NORTH LOOP BLIGHTED
COMMERCIAL AREA.

Also, a proposed ordinance to rescind a redevelopment agreement with F.J.V. Venture for the sale of land in Block 37 of the North Loop Blighted Commercial Area and directing the Commissioner of Planning and Development to begin preparation of a new request for proposals concerning the redevelopment of said land, which was *Referred to the Committee on Zoning*.

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:

Gannett Outdoor -- for one sign/signboard at 670 North LaSalle Drive;

J & B Signs, Inc. -- for one sign/signboard at 111 West Kinzie Street;

Lite-Rite Electric Co. -- for one sign/signboard at 642 North Clark Street;

Lite-Rite Electric Co. -- for one sign/signboard at 400 North Wells Street;
and

Lite-Rite Electric Co. -- for one sign/signboard at 509 North Wells Street.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
LICENSE AND/OR PERMIT FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, four proposed orders authorizing the Director of Revenue to waive specified license and/or permit fees for participants in the events noted, to take place during the periods designated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Common Ground Economic Development, in conjunction with the Cultural Arts Expo -- on August 8 and 9, 1995 (Itinerant Merchant License fees);

Martin's International Culture, Inc. -- for the period of September 9 and 10, 1995 (Itinerant Merchant License fees);

San Gennaro Society's 18th Annual Feast of San Gennaro -- for the period of September 15 and 16, 1995 (Itinerant Merchant License fees); and

Shoot-The-Bull 3 on 3 Classic -- on July 29, 1995 (all permit fees).

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF EAST 8TH STREET FOR CONDUCT OF ANNUAL
CHEMICAL BANK POST RACE
BLOCK PARTY.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Chicago Hilton and Towers, in care of Mr. Gary Siebert, to close to traffic that part of East 8th Street, between South Michigan Avenue and South Wabash Avenue on August 3, 1995, during the hours of 10:00 A.M. to 11:00 P.M., for the conduct of the annual Chemical Bank Post Race Block Party, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD GARAGE SALE ON PORTION
OF WEST ERIE STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Petites Choses, Inc. to conduct a garage sale on West Erie Street, near North Wells Street, for the period extending August 11 through August 13, 1995, during the hours of 8:00 A.M. to 10:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below for the conduct of sidewalk sales at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Bouchard's Sports Store -- in front of 321 North Michigan Avenue, for the period extending August 10 through August 13, 1995, during the hours of 10:00 A.M. to 6:00 P.M. (with the exception of August 13, which will be during the hours of 11:00 A.M. to 4:00 P.M.);

Chicago Luggage/Mr. Tim O'Keefe -- in front of 12 South Wabash Avenue, for the period extending July 26 through July 29, 1995, during the hours of 9:00 A.M. to 5:30 P.M., each day; and

Harris Chernin, Inc. -- at 606 West Roosevelt Road, for the period extending July 19 through July 23, 1995, during the hours of 7:00 A.M. to 7:00 P.M., each day.

Referred -- PERMISSION TO PARK PICKUP TRUCK
AT 1412 WEST POLK STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Jan Duus to park his pickup truck at 1412 West Polk 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, four 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:

Delaware Towers, Inc. -- for one canopy at 25 East Delaware Place;

Northwestern Memorial Hospital -- for four canopies at 221 East Huron Street;

Rush Oak Limited Partnership -- for ten canopies at 25 East Oak Street;
and

The School of the Art Institute -- for five canopies at 112 South Michigan Avenue.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

*Referred -- GRANT OF PRIVILEGE TO BAGEL BROS. BAKERY
& DELI FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Bagel Bros. Bakery & Deli to maintain and use a portion of the public way adjacent to 565 West Diversey Parkway for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.*

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

S & S Home Builders/Mr. Scott Schiller and Mr. Michael Schwartz -- for parking facilities for 2515 North Racine Avenue; and

The Baker Organization/Mr. Warren Baker -- for parking facilities for 1158 West Armitage Avenue.

*Referred -- STANDARDIZATION OF PORTIONS OF
SPECIFIED PUBLIC WAYS.*

Also, two proposed ordinances directing the Commissioner of Transportation to take the necessary action for standardization of portions of specified public

ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West Cortland Street, between North Southport Avenue and North Kingsbury Street -- to be known as "One Finkl Plaza"; and

East North Boulevard, east of North Astor Street -- to be known as "Roslyn and Seymour Simon Circle".

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 2262 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Potbelly Sandwich Works to construct, maintain and use one canopy to be attached or attached to the building or structure at 2262 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANT OF PRIVILEGE TO 830 DIVERSEY ASSOCIATES
TO CONSTRUCT, MAINTAIN AND USE FREE-STANDING
OUTDOOR DIRECTORY IN PUBLIC WAY ADJACENT
TO 830 WEST DIVERSEY PARKWAY.

A proposed ordinance to grant permission and authority to 830 Diversey Associates to construct, maintain and use a free-standing outdoor directory in the public way adjacent to 830 West Diversey Parkway, which was *Referred to the Committee on Transportation and Public Way*.

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:

Saga Launder-Bar & Cafe, Inc. -- for two canopies at 3435 North Southport Avenue;

Ms. Jennie Ogata, doing business as Triangle Camera -- for one canopy at 3445 North Broadway; and

White Hen Pantry, Inc. -- for nine canopies at 3101 North Broadway.

Referred -- PERMISSION TO PARK SCHOOL BUSES ON
PORTIONS OF WEST BARRY AVENUE AND
NORTH WILTON AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to grant permission to Inter-American Magnet School, 818 West Barry Avenue, for the parking of school busses on all school days, during the hours of 8:00 A.M. to 4:00 P.M. on West Barry Avenue, in front of the school and on North Wilton Avenue, alongside the school, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- GRANT OF PRIVILEGE TO THE CONCORD RESTAURANT,
INC. (DOING BUSINESS AS SIDEKICKS) TO CONSTRUCT,
MAINTAIN AND USE DUMPSTER RAMP ADJACENT
TO 4420 -- 4430 WEST MONTROSE AVENUE.

A proposed ordinance to grant permission and authority to The Concord

Restaurant, Inc., doing business as Sidekicks, to construct, maintain and use a dumpster ramp in the public way adjacent to 4420 -- 4430 West Montrose Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO INSTALL SIGNS/SIGNBOARDS AT 4730
WEST IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Liberty Sign Company to install two signs/signboards at 4730 West Irving Park Road, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 5742 -- 5744 NORTH MILWAUKEE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Gladstone Park Bakery, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 5742 -- 5744 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR DESIGNATION OF PORTION
OF NORTH MILWAUKEE AVENUE AS ADVERTISING
BENCH RESTRICTED ZONE.

Also, a proposed order authorizing the Commissioner of Transportation to designate both sides of North Milwaukee Avenue, between North Central Avenue and West Devon Avenue, as an Advertising Bench Restricted Zone, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- EXEMPTION OF MR. ROGER LURIE/DHL PROPERTIES
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 4315 NORTH KENMORE AVENUE.

A proposed ordinance to exempt Mr. Roger Lurie, DHL Properties, from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4315 North Kenmore 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*.

Presented By

ALDERMAN SCHULTER (47th Ward):

WAIVER OF LICENSE FEES FOR SPECIFIED APPLICANTS.

Four proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

Bethany Retirement Home.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following retirement home, that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the license fee beginning August 16, 1995 and ending August 15, 1996:

Bethany Retirement Home
4950 North Ashland Avenue
Chicago, Illinois 60640.

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

Methodist Hospital.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the license fee beginning August 16, 1995 and ending August 15, 1996:

Methodist Hospital
5025 North Paulina Street
Chicago, Illinois 60640.

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

Methodist Hospital Gift Shop.

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

SECTION 1. That the Director of Revenue is hereby directed to issue all necessary licenses, free of charge, notwithstanding other ordinances of the City to the contrary, to Methodist Hospital Gift Shop on the premises known as 5025 North Paulina Street.

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

Ravenswood Health Care Corp.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following hospital, that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the license fee beginning August 16, 1995 and ending August 15, 1996:

Ravenswood Health Care Corp.
4550 North Winchester Avenue
Chicago, Illinois 60640.

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

Alderman Schuler moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

On motion of Alderman Schuler, the foregoing proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 1767 WEST WILSON AVENUE.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to Zephyr Ice Cream Shop to construct, maintain and use one canopy to be attached or attached to the building or structure at 1767 West Wilson Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4928 NORTH BROADWAY.

A proposed order authorizing the Director of Revenue to issue a permit to New Asia Bank to construct, maintain and use one canopy to be attached or attached to the building or structure at 4928 North Broadway, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward):

Referred -- GRANT OF PRIVILEGE TO PETERSON BANK TO
MAINTAIN AND USE TELEPHONE CABLE CONDUITS
UNDER AND ACROSS PORTION OF
NORTH JERSEY AVENUE.

A proposed ordinance to grant permission and authority to Peterson Bank to maintain and use two 4-inch telephone cable conduits, commencing at a point on the east line of North Jersey Avenue, thence running under and across North Jersey Avenue to a point fifty-eight feet north of the north line of West Peterson Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF WILLIAM AND HELEN CAREY
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR 7344
NORTH WESTERN AVENUE.

Also, a proposed ordinance to exempt William and Helen Carey from the physical barrier requirement pertaining to alley accessibility for the parking

facilities for 7344 North Western 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.*

**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 HAITHCOCK (2nd Ward):

Illinois Institute of Technology Research Institute -- for rehabilitation of existing property at various locations (6).

BY ALDERMAN DIXON (8th Ward):

Calvary Missionary Baptist Church -- for a cultural center on the premises known as 8247 South Jeffrey Boulevard.

BY ALDERMAN SHAW (9th Ward):

Neighborhood Housing Services -- for demolition permit fees for various locations (3).

BY ALDERMAN BUCHANAN (10th Ward):

The Claretian Medical Center -- for complete renovation of an existing structure and construction of a third floor to the administrative building on the premises known as 2945 East 91st Street.

BY ALDERMAN HUELS (11th Ward):

Archdiocese of Chicago/Province of Saint Joseph of the Capuchin Order -- for construction on the premises located at 3407 -- 3419 South Archer Avenue and 3415 -- 3417 South Damen Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Center for New Horizons, Inc. -- for rehabilitation on the premises known as 6225 South Wabash Avenue.

BY ALDERMAN EVANS (21st Ward):

The Trinity United Church of Christ -- for rehabilitation of an existing church structure, including construction of a mezzanine section, classroom and offices, installation of automatic fire sprinkler system and extension of fire alarm system on the premises known as 532 West 95th Street.

BY ALDERMAN ZALEWSKI (23rd Ward):

Catholic Archdiocese of Chicago/Saint Richard Church -- for participation in the noise abatement program for the school building on the premises known as 5025 South Kenneth Avenue.

Catholic Archdiocese of Chicago/Saint Symphorosa Church -- for participation in the noise abatement program for the school building on the premises known as 6124 South Austin Avenue.

BY ALDERMAN CHANDLER (24th Ward):

Metron Plumbing and Heating Company, Inc. -- for construction of a Walgreens Drugstore on the premises known as 3401 West Roosevelt Road.

BY ALDERMAN BURRELL (29th Ward):

Circle Urban Ministries -- for renovation of an existing structure on the premises known as 120 North Parkside Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

The Menomonee Club for Boys and Girls -- for new construction on the premises known as 940 West Weed Street.

LICENSE FEE EXEMPTIONS.

BY ALDERMAN GRANATO (1st Ward):

Erie Family Health Center, Inc., 1707 West Superior Street.

Erie Senior Health Center, Inc., 838 North Noble Street.

Erie Teen Health Center, Inc., 1120 North Ashland Avenue.

BY ALDERMAN HAITHCOCK (2nd Ward):

Mercy Hospital and Medical Center, 2510 South Dr. Martin Luther King, Jr. Drive.

BY ALDERMAN TILLMAN (3rd Ward):

Washington Park Head Start and Day Care, 5000 South Indiana Avenue.

BY ALDERMAN PRECKWINKLE (4th Ward):

Chicago Osteopathic Medical Center, 5200 South Ellis Avenue.

BY ALDERMAN HUELS (11th Ward):

Bridgeport Child Development Center, 3053 South Normal Avenue.

BY ALDERMAN RUGAI (19th Ward):

The Beverly Montessori School, 9916 South Walden Parkway.

Central Baptist Children's Home, 11024 South Bell Avenue.

Easter Seal Society of Metropolitan Chicago, Inc. (A. J. Brandecker Rehabilitation Center) 9455 South Hoyne Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Saint Clara Day Care Center, 6423 South Woodlawn Avenue.

South Side Young Men's Christian Association Preschool, 6330 South Stony Island Avenue.

BY ALDERMAN CHANDLER (24th Ward):

Diane's Community Shelter, 3348 West 16th Street.

BY ALDERMAN BURNETT (27th Ward):

Old Landmark Church of God in Christ, 1057 -- 1059 North Pulaski Road.

BY ALDERMAN E. SMITH (28th Ward):

EHS Bethany Hospital, 3435 West Van Buren Street (3).

BY ALDERMAN SUAREZ (31st Ward):

Logan Square Young Men's Christian Association Head Start -- First Lutheran, 3500 West Fullerton Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Medical Center, 7435 West Talcott Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, 345 East Superior Street.

BY ALDERMAN STONE (50th Ward):

Misericordia Heart of Mercy -- Brach House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Herbstritt House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Mahoney House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Marian Center, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Mazza House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Miniati House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- O'Donnell House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Polk House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Rice House, 6300 North Ridge Avenue.

Misericordia Heart of Mercy -- Shannon House, 6300 North Ridge Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology at Chicago, various locations -- annual building inspection fees.

BY ALDERMAN BUCHANAN (10th Ward):

Young Men's Christian Association, 3039 East 91st Street -- annual projecting sign inspection fee.

BY ALDERMAN HUELS (11th Ward):

Bridgeport Child Development Center, 3053 South Normal Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN FRIAS (12th Ward):

Chicago Boys Club, 2950 West 25th Street -- annual fuel burning equipment inspection fee.

BY ALDERMAN BURRELL (29th Ward):

Saint John Willing Workers Church, 5842 West North Avenue -- annual sign inspection fee.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center, 2233 West Division Street -- annual fuel burning equipment inspection fee.

**BY ALDERMAN ALLEN for
ALDERMAN BANKS (36th Ward):**

Norwegian Lutheran Hospital, 2833 North Nordica Avenue -- "No Parking" sign permit fee.

Resurrection Health Care, various locations -- annual sign inspection fees (2).

Resurrection Health Center, 3204 North Oak Park Avenue -- annual sign inspection fees.

BY ALDERMAN LAURINO (39th Ward):

North Park College, various locations -- annual building inspection fees, annual refrigeration system inspection fee and annual fuel burning equipment inspection fees (3).

BY ALDERMAN O'CONNOR (40th Ward):

Saint Gertrude Church, 6200 North Glenwood Avenue -- "No Parking" sign permit fees.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Loop Synagogue, 16 South Clark Street -- annual public place of assembly inspection fees (2).

Consulate General of The People's Republic of China, 100 West Erie Street -- annual building inspection fee.

Illinois College of Podiatric Medicine, 1001 North Dearborn Street -- "No Parking" sign permit fee.

Jewish Federation of Metropolitan Chicago, 618 South Michigan Avenue -- annual public place of assembly inspection fees.

William Scholl College of Podiatry, 1001 North Dearborn Street -- annual mechanical ventilation inspection fee.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital, various locations -- "No Parking" sign permit fees.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Home and Hospital Methodist Church, 5025 North Paulina Street -- annual sign inspection fees.

Jasc Work Center, 4427 North Clark Street -- semi-annual elevator inspection fee.

Methodist Hospital of Chicago, various locations -- annual fuel burning equipment inspection fees and annual public place of assembly inspection fees (2).

CANCELLATION OF WATER RATE:**BY ALDERMAN BURRELL (29th Ward):**

Circle Christian Development Corporation, 118 North Central Avenue.

REFUND OF FEES:**BY ALDERMAN STEELE (6th Ward):**

Randel Electric, Inc., 1586 McCraren Road, Highland Park, Illinois 60035 -- refund in the amount of \$851.00.

BY ALDERMAN CHANDLER (24th Ward):

Metron Plumbing and Heating, Inc., 4849 North Milwaukee Avenue -- refund in the amount of \$11,100.00.

Mr. Mansour Tadors, 15120 South Highland Avenue -- refund in the amount of \$12,700.00.

BY ALDERMAN E. SMITH (28th Ward):

Marillac House, 212 South Francisco Avenue -- refund in the amount of \$125.00.

Marillac Social Center, 212 South Francisco Avenue -- refund in the amount of \$125.00.

BY ALDERMAN NATARUS (42nd Ward):

1994 Dearborn Garden Walk and Heritage Festival, North Dearborn Association, P.O. Box 10521, Chicago, Illinois -- refund in the amount of \$500.00.

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center, 836 West Wellington Avenue -- refund in the amount of \$8,147.60.

LR Development Company, 360 West Hubbard Street -- refund in the amount of \$50,094.90, and Lincoln, Ashland & Belmont L.L.C., 710 West Oakdale Avenue -- refund in the amount of \$37,009.12.

Saint Joseph Hospital and Medical Center, 2900 North Lake Shore Drive -- refund in the amount of \$5,429.75.

BY ALDERMAN SHILLER (46th Ward):

Inspiration Cafe, 1319 West Wilson Avenue -- refund in the amount of \$250.00.

WAIVER OF FEES.

*BY ALDERMAN HOLT
FOR ALDERMAN STEELE (6th Ward):*

New Bethlehem Number 4 Methodist Baptist Church, 8850 South Cottage Grove Avenue -- waiver of fees related to Permit Number 788523.

BY ALDERMAN JONES (15th Ward):

Church of God Day Care Center, 1738 West Marquette Road -- waiver of annual Day Care Center License fee.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

*BY ALDERMAN HOLT for
ALDERMAN STEELE (6th Ward):*

Gilmore, Ruth L.

BY ALDERMAN BEAVERS (7th Ward):

Green, Vivian H.

BY ALDERMAN DIXON (8th Ward):

Brown, Rosa L.

BY ALDERMAN WOJICK (30th Ward):

Harris, Iris D.

Haskins, Eleanor

O'Connor, Carol E.

BY ALDERMAN ALLEN (38th Ward):

Webber, Dale

BY ALDERMAN DOHERTY (41st Ward):

Bertolozzi, Zora

Bojczuk, Maria

Capola, Amaday

Meucci, Enza

Cladwell, Anne P.

Morydz, Irene

Firling, Marion

Wielgos, Victoria

LaDolce, Blanche E.

Ziemba, Maria

Larson, Marie R.

BY ALDERMAN NATARUS (42nd Ward):

Dim, Betty L.

Harper, Alice H.

McKinsey, Elizabeth C.

Vigilante, Frank J.

BY ALDERMAN BERNARDINI (43rd Ward):

Jacobone, Bernice

Mages, Shirlee G.

Zanet, Peter F.

BY ALDERMAN HANSEN (44th Ward):

Kaufman, Avrum

BY ALDERMAN LEVAR (45th Ward):

Jaszczor, Joseph

BY ALDERMAN SHILLER (46th Ward):

Cooke, Doris

Katz, Ethelle

Magidson, Lillian

Sutton, Sarah

BY ALDERMAN SCHULTER (47th Ward):

Gorney, Mary P.

Lingl, Lucille T.

Schaberger, Helen T.

BY ALDERMAN M. SMITH (48th Ward):

Alexander, Jean K.

Benjamin, Geraldine M.

Vanderwerth, Antoinette

BY ALDERMAN STONE (50th Ward):

Karant, Rose S.

Kail, Jean

Kozin, Helen

Rudman, Allan

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (July 13, 1995).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, July 13, 1995, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH SENIOR SUITES CHICAGO CENTRAL
STATION LIMITED PARTNERSHIP FOR ACQUISITION
OF PROPERTY AND CONSTRUCTION OF BUILDING
AT 1400 -- 1412 SOUTH INDIANA AVENUE.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of July 13, 1995, pages 4290 through 4296, recommending that the City Council pass a proposed ordinance which authorizes the entering into and execution of a loan and security agreement with Senior Suites Chicago Central Station Limited Partnership for the acquisition of property and construction of a building at 1400 -- 1412 South Indiana Avenue

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 41.

Nays -- Aldermen Preckwinkle, Troutman, Shiller -- 3.

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

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

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received from H.U.D. an allocation of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City may have available certain funds in Corporate Fund No. 100 (the "Corporate Funds") to be used as the local match of HOME Funds as required under the HOME Program; and

WHEREAS, The City may have available to it certain funds ("Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole general partner, in an amount not to exceed \$5,148,097 (the "Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income, as available, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the HOME Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

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 be effective as of the date of its passage.

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

Exhibit "A".

Borrower: Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership, with Senior Suites Chicago Corporation, an Illinois corporation, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.

Project: Acquisition of vacant land and construction of a new building to be located at 1400 -- 1412 South Indiana Avenue (the "Property") and of 96 dwelling units to be contained therein as studio and one-bedroom units for low- and moderate-income senior citizens.

Loan:

Source:	HOME Funds/Corporate Funds/Program Income.
Amount:	Not to exceed \$5,148,097.
Term:	Not to exceed 32 years.
Interest:	3% per annum.
Security:	Non-recourse loan; second mortgage on the Property.

Additional Financing:

Amount:	Not to exceed \$1,100,000.
Term:	30 years.
Source:	Avondale Federal Savings Bank, or a financial institution acceptable to the Commissioner.
Interest:	Adjustable rate, not to exceed 13% per annum.
Security:	First mortgage on the Property.
Low-Income Housing Tax Credits ("L.I.H.T.C.")	
Proceeds:	Approximately \$2,387,231.

- Source: To be derived from the syndication by the General Partner of \$430,597 L.I.H.T.C. allocation by the City.
3. Amount: Approximately \$960,000.
- Source: Grant by the City of proceeds from the City's Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A, subject to City Council approval, or another source acceptable to the Commissioner.
4. Amount: \$100.
- Source: General Partner.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees which cover:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

- B. Electrical Permit: Service and Wiring.
- C. Elevator Permit (if applicable).
- D. Wrecking Permit (if applicable).
- E. Fencing Permit (if applicable).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

Termination Fees for Existing Water Taps.
(Fees to purchase B-boxes and remote readouts are not waived)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

**AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH SENIOR SUITES CHICAGO
CENTRAL STATION LIMITED PARTNERSHIP
FOR ACQUISITION OF PROPERTY AND
CONSTRUCTION OF BUILDING AT
1400 -- 1412 SOUTH INDIANA
AVENUE.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal

of the Proceedings of July 13, 1995, pages 4296 through 4403, recommending that the City Council pass a proposed ordinance which authorizes the execution of a redevelopment agreement with Senior Suites Chicago Central Station Limited Partnership for the acquisition of property and construction of a building at 1400 -- 1412 South Indiana Avenue.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 41.

Nays -- Aldermen Preckwinkle, Troutman, Shiller -- 3.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on November 28, 1990 and published at pages 25969 through 26005 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan for the Central Station Area Redevelopment Tax Increment Financing Project (the "Project Area") was adopted and approved; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 28, 1990 and published at pages 26006 through 26037 of the Journal of such date, the Project Area was designated as a redevelopment project area pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 28, 1990 and published at pages 26037 through 26049 of the Journal of such date, tax increment allocation financing was approved pursuant to the Act as a means of financing certain redevelopment costs in the Project Area; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 24, 1991 and published at pages 3401 through 3575 of the Journal of such date, the City Council authorized the issuance of City of Chicago, Illinois Tax Increment Allocation Bonds (Central Station Project), Series 1991A in the amount of \$4,400,000 (the "Series 1991A Bonds"); and

WHEREAS, On November 1, 1991 the City issued the Series 1991A Bonds; and

WHEREAS, The Project Area was amended by an ordinance adopted by the City Council on August 3, 1994 and published at pages 54876 through 54930 in the Journal of such date (the "Expanded Project Area Ordinance"); and

WHEREAS, Pursuant to the Expanded Project Area Ordinance, on December 22, 1994 the City issued \$23,000,000 of City of Chicago, Illinois Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A (the "Series 1994A Bonds") to retire the Series 1991A Bonds and to finance other redevelopment project costs in the Project Area; and

WHEREAS, Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership ("Senior Suites") of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole general partner, intends to acquire an approximately 26,358 square foot vacant site (the "Site") located within the Project Area and construct thereon a six-story facility containing 96 dwelling units for low- and moderate-income senior citizens (the "Facility"); and

WHEREAS, Senior Suites has proposed to undertake the redevelopment of the Site pursuant to the terms and conditions of a redevelopment agreement to be executed by Senior Suites and the City, including but not limited to the acquisition of the Site, construction of the Facility and creation of jobs (the "Project"), to be financed in part by (i) a portion of the proceeds of the Series 1994A Bonds, (ii) a loan from the City's Department of Housing and (iii) additional financing to be obtained by Senior Suites which is the subject of a separate ordinance introduced to the City Council as of the date hereof; and

WHEREAS, Pursuant to Resolution 95-CDC-20 adopted by the Community Development Commission of the City of Chicago ("C.D.C.") on May 19, 1995, C.D.C. authorized the City's Department of Planning and Development ("D.P.D.") to advertise, pursuant to Section 5/11-74.4(c) of the Act, its intention to negotiate a redevelopment agreement with Senior Suites for redevelopment of the Site and to request alternative proposals for the redevelopment of the Site; and

WHEREAS, D.P.D. advertised its intention to negotiate a redevelopment agreement with Senior Suites for the redevelopment of the Site, requested alternative proposals for the redevelopment of the Site, gave proper public notice of the Senior Suites proposal and provided reasonable opportunity for other persons to submit alternate proposals or bids; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Site at the conclusion of the advertising period, pursuant to Resolution 95-CDC-20, C.D.C. has recommended Senior Suites as the designated developer of the Site and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with Senior Suites for the Project and has authorized the Chairman of the C.D.C. to forward that recommendation to the City Council; 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. Senior Suites is hereby designated as the developer for the Project pursuant to Section 5/11-74.4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and/or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement with Senior Suites substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect upon its passage.

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

Exhibit "A".

Senior Suites Chicago Central Station Limited Partnership

Redevelopment Agreement

By And Between

The City Of Chicago

And

Senior Suites Chicago Central Station Limited Partnership,

An Illinois Limited Partnership.

This Senior Suites Chicago Central Station Limited Partnership Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 1995, by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting through its Department of Planning and Development ("D.P.D."), and Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership, of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole general partner (the "Developer").

Recitals.

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the authority to promote the health, safety and welfare of the City and its inhabitants, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition), as amended from time to time (the "Act") to finance the redevelopment of blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 28, 1990: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval of Tax Increment Redevelopment Plan for

the Central Station Area Tax Increment Financing Project"; (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of the Central Station Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Concerning the Adoption of Tax Increment Allocation Financing for the Central Station Area Redevelopment Project" (collectively, the "T.I.F. Adoption Ordinance"), each as amended respectively by the following ordinances adopted on August 3, 1994: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval and Adoption of Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of Near South Redevelopment Project Area as a Redevelopment Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Concerning the Authorization for Issuance of Tax Increment Allocation Bonds for Near South Redevelopment Project Area" (collectively with the T.I.F. Adoption Ordinance referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project: The Developer intends to acquire (the "Acquisition") approximately 26,358 square feet of certain vacant property located within the Redevelopment Area at 1400 -- 1412 South Indiana Avenue, Chicago, Illinois 60605 and legally described on (Sub)Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete the construction of an approximately 71,586 square foot new building containing 96 dwelling units comprised of studio and one-bedroom units (the "Facility") thereon. The Facility and related improvements (including but not limited to the T.I.F.-Funded Improvement as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Near South Tax Increment Financing Redevelopment Project and Plan (formerly referred to as Amended Central Station Area Tax Increment Financing Project and Plan) (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, a portion of the City's Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A proceeds to pay for or reimburse the Developer for the costs of the T.I.F.-Funded Improvement pursuant to the terms and conditions of this Agreement. The advance of such proceeds to pay the cost of the T.I.F.-Funded Improvement shall constitute a grant by the City with respect to the Project and under no circumstances (except pursuant to Section 6.03(b) hereof) shall the Developer be required to repay such grant. The City's Department of Housing ("D.O.H.") administers the City's allocation of funds from the

United States Department of Housing and Urban Development HOME Investment Partnership Program ("HOME Funds") and may have available certain funds in Corporate Fund No. 100 to be used as the local match of HOME Funds as required under the program ("Corporate Funds") and may have available certain program income funds derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds ("Program Income"). As of the date hereof, D.O.H. has made a loan to Senior Suites in an amount not to exceed \$5,148,097 (the "D.O.H. Loan"), funded from HOME Funds, Corporate Funds and/or Program Income, as available for the Project. The D.O.H. Loan is to be secured by a mortgage on the Property and the Facility and other security interest in certain property (the "D.O.H. Collateral"). The D.P.D.-T.I.F. Funds shall not be secured by the D.O.H. Collateral or any other property of the Developer and shall in no way share or be deemed to share any interest in the D.O.H. Collateral or any other property of the Developer. The interest rate and the term of the D.O.H. Loan are substantially similar to the interest rate and terms of similar loans made by the City with D.O.H. funds.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Certificate" shall mean the Certificate of Completion described in Section 6.01 hereof.

"City Fee" shall mean the fee described in Section 4.05 hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"D.O.H. Loan" shall mean that certain loan of monies in an amount not to exceed \$5,148,097 described in Section 4.01 hereof from D.O.H. pursuant to an ordinance adopted by the City Council.

"D.P.D.-T.I.F. Funds" shall mean the \$960,000 described in Section 4.03 hereof.

"Employer(s)" shall have the meaning set forth in Section 9 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) Executive Order 11738; (x) regulations of the United States Environmental Protection Agency (40 C.F.R., Part 15); (xi) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (xii) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing and the D.O.H. Loan) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

"Event of Default" shall have the meaning set forth in Section 14 hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer or the general partner of the Developer as specified herein, prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from private lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof.

"M.B.E." and "M.B.E./W.B.E. Program" shall have the respective meanings given to such terms in Section 9.01 hereof.

"Near South Area T.I.F. Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Partnership Agreement" shall mean that partnership agreement between Senior Suites Chicago Corporation and _____ dated _____, 1995 as amended and supplemented.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit E hereto.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit F, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3 (q) of the Act, as amended from time to

time, which have been approved for the Redevelopment Area in the Redevelopment Plan

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of A.L.T.A./A.C.S.M. land title survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing with the Closing Date and ending on the later of: (a) the date on which all T.I.F. Bonds, if any, evidencing tax increment financing under the Act secured in whole or in part by Incremental Taxes generated by the Project shall be redeemed; or (b) the date on which the City shall have been fully reimbursed from Incremental Taxes generated by this Project for amounts expended by the City for the T.I.F.-Funded Improvements; provided, however, that such period of time shall in no event be longer than the period for which the Redevelopment Area is in effect (through and including November 28, 2018).

"T.I.F. Bonds" shall mean the City's Tax Increment Allocation Bonds (Near South Redevelopment Project) Series 1994A.

"T.I.F. Bond Proceeds" shall mean a portion of the funds from the T.I.F. Bonds.

"T.I.F.-Funded Improvements" shall mean the Acquisition of the Property which (i) qualifies as Redevelopment Project Costs, (ii) is an eligible cost under the Plan, and (iii) the City has agreed to pay for out of the D.P.D.-T.I.F. Funds, subject to the terms of this Agreement.

"Title Company" shall mean Near North National Title Corporation.

"Title Policy" shall mean a title insurance policy in the 1987 A.L.T.A. or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to any previously recorded liens against the Property related to Lender Financing, issued by the Title Company.

"W.B.E." shall have the meaning given to such term in Section 9.01 hereof.

Section 3.

The Project.

3.01 The Project.

With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications: (i) commence construction no later than August 31, 1995; and (ii) complete construction and conduct business operations thereon no later than October 31, 1996.

3.02 D.P.D. Approval Of Scope Drawings And Plans And Specifications.

(a) Plans and Specifications. The Scope Drawings and Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer has delivered the Scope Drawings to D.P.D. and D.P.D. has approved same. The Developer has or shall submit all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

(b) Revisions. In the event D.P.D. rejects all or any portion of the Scope Drawings and/or Plans and Specifications as initially presented pursuant to Section 3.02(a), the Developer shall have fifteen (15) business days from the date the Developer is notified of such rejection to submit revised or corrected documents to D.P.D. for D.P.D.'s written approval.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Nine Million Five Hundred Twenty-seven Thousand Four Hundred Twenty-eight Dollars (\$9,527,428). The Developer hereby certifies to the City that (a) the D.P.D.-T.I.F. Funds, the D.O.H. Loan, Lender Financing and Equity described in Section 4.01 hereof, shall be sufficient to complete the Project; and (b) to the best of Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any change orders approved by D.O.H. with respect to the Project Budget.

3.04 D.P.D. Approval.

Any approval granted by D.P.D. hereunder is for the purposes of this Agreement only and does not affect or constitute any approval required by D.O.H. or any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's other obligations to comply with any applicable laws. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's bonding.

3.06 Progress Reports And Survey Updates.

Upon request, the Developer shall provide D.P.D. with written progress reports detailing the status of the Project, including a revised completion date, if necessary. The Developer shall provide three (3) copies of an updated survey to D.P.D. upon the request of D.P.D., D.O.H. or any lender providing Lender Financing, reflecting improvements made to the Property.

3.07 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.08 Signs And Public Relations.

The City reserves the right to: (a) erect a sign of a size and style approved by the City in a conspicuous location on the Property during the period of construction of the Facility indicating that financing has been provided by the City, and (b) include the name, photograph, artistic rendering and other pertinent information of the Developer and the Project in the City's promotional literature and communications.

3.09 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto; except to the extent waived by the City.

3.10 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City; except to the extent waived by the City.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Nine Million Five Hundred Twenty-seven Thousand Four Hundred Twenty-eight Dollars (\$9,527,428), to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (not less than)	\$2,387,331
Lender Financing (not to exceed \$1,100,000)	1,032,000
D.O.H. Loan (not to exceed)	5,148,097
D.P.D.-T.I.F. Funds (subject to Section 4.03)(not to exceed)	<u>960,000</u>
ESTIMATED TOTAL:	\$9,527,428

4.02 Uses Of Other Funds.

Equity and/or Lender Financing may be used to pay any Project Cost, including but not limited to Redevelopment Project Costs. Proceeds of the

D.O.H. Loan may be used to pay Project Costs in accordance with the provisions of the D.O.H. Loan documents.

4.03 D.P.D.-T.I.F. Funds.

(a) Uses of D.P.D.-T.I.F. Funds. D.P.D.-T.I.F. Funds may be used to pay directly, or reimburse the Developer for, costs of the Acquisition. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Funded Improvement for the Project, and the maximum amount of costs that may be paid by or reimbursed from D.P.D.-T.I.F. Funds for the acquisition line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of D.P.D.-T.I.F. Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reserve T.I.F. Bond Proceeds in the amount of Nine Hundred Sixty Thousand Dollars (\$960,000) which shall be the source of funds for the D.P.D.-T.I.F. Funds.

4.04 Purchase Of Property.

The purchase price of the Property, exclusive of transaction costs, in an amount not to exceed Nine Hundred Sixty Thousand Dollars (\$960,000), shall be paid to the seller or reimbursed to the Developer from the D.P.D.-T.I.F. Funds on the Closing Date as a T.I.F.-Funded Improvement.

4.05 City Fee.

The City may allocate the sum of Sixty Thousand Dollars (\$60,000) for payment of costs incurred by the City for the administration and monitoring of the Project. Such fee is not an obligation of the Developer and shall be paid out of Incremental Taxes.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds D.P.D.-T.I.F. Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of D.P.D.-T.I.F. Funds.

Section 5.

Conditions Precedent.

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Financing.

The Developer shall have furnished proof reasonably acceptable to the City that the Developer has Equity and additional financing in the amounts set forth in Section 4.01 hereof as necessary to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with Equity and the D.O.H. Loan set forth in Section 4.01) to complete the Project.

5.04 Acquisition And Title.

On the Closing Date, the City shall disburse D.P.D.-T.I.F. Funds in an amount not to exceed Nine Hundred Sixty Thousand Dollars (\$960,000) to pay for, in whole or in part, the cost to the Developer of the purchase price of the Property, and the Developer shall furnish the City with a certified copy of the Title Policy with respect to the Property, in at least the amount of the D.P.D.-T.I.F. Funds, showing the Developer as the named insured. The Title Policy shall be dated on the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit E hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 7.17 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but

not limited to an owner's comprehensive Number 1 endorsement and satisfactory endorsements regarding zoning 3.0 (with parking), contiguity, location, access and survey. The Developer shall provide to D.P.D., prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed to D.P.D.'s satisfaction by the Title Policy and any endorsements thereto.

5.05 Evidence Of Clean Title.

Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name (and the following Affiliates of the Developer: Senior Suites Chicago Corporation, William B. Kaplan and James B. Klutznick) as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.06 Surveys.

Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

5.07 Insurance.

The Developer, at its own expense, shall have insured the Property in accordance with Section 11 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 11 hereof evidencing the required coverages shall have been delivered to D.P.D..

5.08 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer shall furnish the City with an opinion of counsel, in form and substance acceptable to Corporation Counsel.

5.09 Financial Statements.

Not less than thirty (30) days prior to the Closing Date, the Developer's general partner shall have provided Financial Statements to D.P.D. for its 1994 fiscal year, and audited or unaudited interim financial statements.

5.10 Documentation.

The Developer shall have provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters.

5.11 Environmental.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided D.P.D. with copies of the following reports with respect to the Property: (i) that certain Phase I environmental audit addressed to the City and completed at the Developer's request; (ii) that certain report entitled Subsurface Exploration and Geotechnical Engineering Analysis (the "S.T.S. Report") prepared by S.T.S. Consultants, Ltd. ("S.T.S.") at the Developer's request; (iii) that certain Phase I and Phase II environmental audit completed with respect to the Property or a portion thereof by a previous owner of the Property. Based on the City's review thereof, the City may, in its sole discretion, require additional environmental audits and studies with respect to the Property prior to the Closing Date. The City reserves the right to terminate negotiations with respect to this Agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date and at D.P.D.'s request, the Developer shall provide the City with a letter from S.T.S. regarding the S.T.S. Report, authorizing the City to rely on such report.

5.12 Partnership And General Partner Documents.

The Developer shall provide a copy of (a) its Partnership Agreement containing the original certification of the Secretary of State of Illinois; certificates of good standing from the Secretary of State of Illinois, and all other states in which the Developer is qualified to do business; and (b) Developer's general partner's articles of incorporation, bylaws, corporate resolution(s), certificate of good standing; a secretary's certificate in such form and substance as the Corporation Counsel may require and such other corporate documentation as the City may request.

5.13 Litigation.

The Developer shall provide to Corporation Counsel and D.P.D., at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer and/or its general partner, specifying, in each case, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

Section 6.

Completion Of Project.

6.01 Certificate Of Completion.

Upon completion of the construction of the Project in accordance with the terms of this Agreement and after the final construction disbursement from that certain Escrow Agreement among the Developer, D.O.H., the lenders and the Title Company dated _____, 1995 detailing the total Project Budget, and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

6.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the completion of the Project and upon its issuance, the City will certify that the terms of this Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 7.02, 7.03, 7.07 and (Sub)Exhibit H as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 17.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

6.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

- (a) the right to terminate this Agreement; and

- (b) the right to seek reimbursement of the D.P.D.-T.I.F. Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the T.I.F. Bonds.

6.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

*Section 7.**Covenants/Representations/Warranties Of The Developer.***7.01 General.**

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of the disbursement of D.P.D.-T.I.F. Funds hereunder, that:

(a) the Developer is an Illinois limited partnership duly organized, validly existing, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary partnership action and does not and will not violate its Partnership Agreement, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer and/or its general partner as applicable, and there has been no adverse change in the assets, liabilities, results of operations or financial condition of the Developer or its general partner, as applicable, since the date of such entity's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D. and the Commissioner of D.O.H., allow the existence of any liens against the Property other than the Permitted Liens, or incur any indebtedness, secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing and the D.O.H. Loan disclosed in the Project Budget.

7.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and as amended pursuant to change orders approved by D.O.H., and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all (Sub)Exhibits attached hereto, the T.I.F. Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section 7.02 shall run with the land and be binding upon any transferee (subject to the provisions of Section 15(b) hereof with respect to mortgagees).

7.03 Affordable Housing Covenant.

The Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the

provisions of that certain Regulatory Agreement executed by the Developer and D.O.H. as of the date hereof shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Facility shall be operated and maintained solely as residential rental housing for senior citizens.

(b) All of the units in the Facility shall be available for occupancy to and be occupied solely by one or more senior citizens qualifying as Low-Income Families (as defined below) upon initial occupancy.

(c) All of the units in the Facility shall have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low-Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualified as a Low-Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this Section 7.03, the following terms shall have the following meanings:

(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "Low-Income Families" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 7.03 shall run with the land and be binding upon any transferee (subject to the provisions of Section 15(b) hereof with respect to mortgagees).

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 7.03.

7.04 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

7.05 Use Of D.P.D.-T.I.F. Funds.

D.P.D.-T.I.F. Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Funded Improvements as provided in this Agreement.

7.06 Other Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Project, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the T.I.F.-Funded Improvement; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

7.07 Job Creation And Retention.

Not less than five (5) full-time equivalent permanent jobs shall be created by the Developer at the Project within eighteen (18) months of the completion thereof, and retained through November 28, 2018. This covenant for job creation and retention shall run with the land and be binding upon any transferee (subject to the provisions of Section 15(b) hereof with respect to mortgagees).

7.08 Employment Opportunity.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 9 hereof.

7.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor, to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 7.09.

7.10 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of D.P.D.-T.I.F. Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with the T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive D.P.D.-T.I.F. Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using D.P.D.-T.I.F. Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

7.11 Conflict Of Interest.

The Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City, owns or controls (or has owned or controlled) any interest, or represents any person, as agent or otherwise, who owns or controls any interest, direct or indirect, in the Developer's business or the property described in (Sub)Exhibit B hereto; nor shall any such member, official, employee or consultant participate in any decision relating to the Developer's business which affects his or her interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.12 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

7.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's general partner's fiscal year ended 1995 and for the Developer each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited Financial Statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

7.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 11 hereof.

7.15 Non-Governmental Charges.

Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided, however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question. The Developer shall have the right, before any delinquency occurs, (i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify, or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 7.15); or (ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

7.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

7.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

7.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or D.O.H. Loan. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

7.19 Conditional Provisions.

The covenants set forth in (Sub)Exhibit H hereto, in their entirety or selectively, will become effective at the sole option of the City and upon the City's receipt of an opinion from nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the T.I.F. Bonds. In the event that the City exercises its option to make any covenant(s) in (Sub)Exhibit H effective, it shall so notify the Developer in accordance with Section 16 hereof.

7.20 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 7 and elsewhere in this Agreement shall

be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 6 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

Section 8.

Covenants/Representations/Warranties Of City.

8.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder and that D.P.D.-T.I.F. Funds are available as of the date hereof to perform such obligations in accordance with the terms of this Agreement, and shall remain available to fund the City's obligations hereunder as same become due.

8.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 8 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 9.

Developer's Employment Obligations.

Section 9.01 M.B.E./W.B.E. Compliance.

The Developer agrees for itself and, if necessary to meet the requirements set forth herein, shall contractually obligate its general contractor and shall contractually obligate the general contractor to obligate its subcontractors to agree that, during the Project:

- (a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E.

Program to the extent contained in, and as qualified by, the provisions of this Section 9.01, during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned business enterprises ("M.B.E.s") and by women-owned business enterprises ("W.B.E.s"):

(1) At least twenty-five percent (25%) by M.B.E.s.

(2) At least five percent (5%) by W.B.E.s.

(b) For purposes of this Section 9.01 only, the Developer and the general contractor shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago. In addition, the term "minority-owned business" or "M.B.E." shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or "W.B.E." shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the general contractor), by subcontracting or causing the general contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 9.01. The Developer or the general contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

(d) The Developer shall deliver quarterly reports to D.P.D. during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.O.H. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.O.H. shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 9.01 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

Section 9.02 Employment Opportunities.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate and cause its or their general contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Chapter 2-160, Section 2-160-010, et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that

applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(c) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Failure to comply with the employment obligations described in this Section 9 shall be a basis for the City to pursue remedies under the provisions of Section 14 hereof.

9.03 City Resident Construction Worker Employment Requirement.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total construction worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent (50%) of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the Employers shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.O.H. with a copy to D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer and the Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioners of D.P.D. and D.O.H., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least five (5) years after final acceptance of the work constituting the construction of the Project as evidenced by the Certificate.

At the direction of D.O.H. and D.P.D., affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of each Employer to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

The willful falsification of statements and the certification of payroll data may subject the Developer and the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 12246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 9.03 to be included in all construction contracts and subcontracts related to the Project.

Each Employer will include the foregoing provisions in every contract entered into in connection with the Project, and will require the inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property so that such provisions will be binding upon each contractor or subcontractor or Affiliate, as the case may be.

Developer and the other Employers shall make a good faith effort to hire City residents for any other temporary or permanent job vacancies created by the development or use of the Facilities. The Developer shall submit reports to D.P.D. from time to time detailing its compliance with this provision within thirty (30) days after receipt of a written request from D.P.D. with respect thereto.

Section 10.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all (sub)exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the T.I.F. Ordinances and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any

portion of the Property or (B) any other real property in which the Developer, or any Affiliate of the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Section 11.

Insurance.

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement and until each and every obligation of the Developer contained in the Agreement has been fully performed, 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 Developer, the General Contractor or any subcontractor:

- (a) Prior to Execution and Delivery of this Agreement: At least ten (10) business days prior to the execution of this Agreement, the Developer shall procure and maintain or cause to be procured and maintained, the following kinds and amounts of insurance:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' 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 or in connection with this Agreement, and employer's liability coverage, with limits of not less than \$100,000 for each accident or illness.

- (ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations,

products/completed operations, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

- (b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be procured and maintained, the following kinds and amounts of insurance:

- (i) Workers' Compensation And Occupational Disease Insurance.

Workers' 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 or in connection with this Agreement and employer's liability coverage with limits of not less than \$500,000 for each accident or illness.

- (ii) 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. Coverage extensions shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion of construction of the Project) explosion, collapse, underground, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(iii) Railroad Protective Liability Insurance.

When, in connection with this Agreement, any work is to be done adjacent to or on property owned by a railroad or public transit entity, the Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that the Developer, the General Contractor or any subcontractor shall perform, Railroad Protective Liability Insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, and \$6,000,000 in the aggregate 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.

(iv) Automobile Liability Insurance.

When any motor vehicles (owned, leased, borrowed or otherwise) are used by the Developer, the General Contractor or any subcontractor for work to be performed in connection with this Agreement, the Developer shall procure and maintain, or cause to be procured and maintained, Comprehensive 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 of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(v) All Risk Blanket Builder's Risk Insurance.

When the Developer, the General Contractor or any subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, the General Contractor or any such subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, flood including surface water backup, and collapse. The City of Chicago shall be named as loss payee.

(vi) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants of any kind perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than \$1,000,000. Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used in connection with this Agreement, Valuable Papers Insurance shall be maintained in an amount not to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such items.

(viii) Contractors' Pollution Liability Insurance.

When any environmental remediation work is undertaken by the Developer, the General Contractor or any subcontractor in connection with this Agreement, Contractors' Pollution Liability Insurance shall be procured with limits of not less than \$1,000,000 covering all construction and related work undertaken in connection with this Agreement. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis. The Developer, the General Contractor and any subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

(c) Other Provisions.

(i) Delivery of certificates to City: At least five (5) business days prior to the Closing Date (unless otherwise specified) the Developer shall furnish the following certificates to D.P.D. at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602:

Original certificates of insurance evidencing the required coverage, showing the City as a certificate holder and, if applicable, loss payee or additional insured, to be in force on the date of execution of this Agreement, and renewal certificates of insurance or other evidence of renewal, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Each certificate of insurance shall provide that the City is to be given sixty (60) days prior written notice in the event coverage is substantially changed, cancelled or not renewed; and

Original City of Chicago Insurance Certificates of Coverage Form (blank form to be obtained from D.P.D.).

The receipt of the required certificates by D.P.D. does not constitute an agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. The failure of the City to receive such certificates or to receive certificates that fully conform to the requirements of this Agreement shall not be deemed to be a waiver by the City of any of the insurance requirements set forth therein.

(ii) Receipt by the Developer of policies or certificates: The Developer shall advise all insurers of the insurance requirements set forth in this Agreement, and the receipt by the Developer of policies or certificates that do not conform to these requirements shall not relieve the Developer of its obligation to provide the insurance as set forth in this Agreement or required by law. Failure to comply with the insurance provisions of this Agreement constitutes an Event of Default hereunder, and the City is entitled to exercise all remedies with respect thereto. The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liability and responsibilities specified within this Agreement or as required by law.

(iii) The Developer shall require the General Contractor and all subcontractors to carry the insurance required herein, or alternatively, the Developer may provide the coverage on behalf of the General Contractor or any subcontractor, and if so, the evidence of insurance submitted shall so stipulate.

(iv) The Developer agrees, and shall cause its insurers and the insurers of its General Contractor and each subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

(v) The limitations set forth in the indemnification provisions in Section 12 hereof, or any limitations on indemnities that may apply as a matter of law, shall in no way limit, reduce or otherwise affect the amounts or types of insurance required under this Agreement.

(vi) The Developer and not the City is responsible for meeting all of the insurance requirements under this Agreement and for the Project. Any insurance or self insurance programs maintained by the City shall apply in excess of and not contribute with insurance required to be provided by the Developer, General Contractor or any subcontractor under this Agreement.

Any and all deductibles or self-insured retentions on the required insurance coverages shall be borne by the Developer, General Contractor or subcontractor who is the insured under such policy, and shall not be borne by the City.

If the Developer, the General Contractor or any subcontractor desires additional coverage, higher limits of liability or other modifications for its own protection, such person or entity shall be responsible for the acquisition and cost of such additional protection.

(vii) The City of Chicago Risk Management Department maintains the right to modify or delete the insurance requirements set forth in this Agreement so long as such action does not, without the Developer's prior written consent, increase such requirements beyond that which is reasonably customary at such time.

*Section 12.**Indemnification.*

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or (ii) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer; or (iii) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

*Section 13.**Maintaining Records/Right To Inspect.***13.01 Books And Records.**

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

13.02 Inspection Rights.

Any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

*Section 14.**Default And Remedies.***14.01 Events Of Default.**

The occurrence of any one or more of the following events, subject to the provisions of Section 14.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within thirty (30) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such

appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within thirty (30) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for thirty (30) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an Event of Default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

For purposes of Sections 14.01 (i) and 14.01 (j) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer or its general partner.

14.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of D.P.D.-T.I.F. Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure injunctive relief or the specific performance of the agreements contained herein (subject to the provisions of Section 15 (b) hereof in the case of a mortgagee).

14.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have

occurred unless the Developer shall have failed to cure such default within twenty (20) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such twenty (20) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such twenty (20) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 15.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit E hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing and the D.O.H. Loan) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". The Existing Mortgage(s) and New Mortgage(s) are referred to herein collectively as the "Mortgage(s)", and the holder of any such Mortgage is referred to herein as a "Mortgagee". It is hereby agreed by and between the City and the Developer as follows:

(a) Acceptance of Assignment. In the event that any Mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 17.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of the "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible.

(b) Non-acceptance of Assignment. In the event that any Mortgagee or other party succeeding to the Developer's interest in the Property or portion thereof does not expressly accept an assignment of the Developer's

interest hereunder, such party shall be bound only by those provisions of this Agreement which are covenants expressly running with the land (being those covenants described at Sections 7.02, 7.03, 7.07 and (Sub)Exhibit H hereof). A Mortgagee (but no other party) may request relief from this requirement if, in such Mortgagee's view, some or all of such covenants constitute onerous or impractical encumbrances that will make it difficult or impossible for the Mortgagee to operate the Property or transfer the Property or portion thereof to a third party. The Commissioner of D.P.D. or her designee agrees to hear and consider such request for relief in light of all of the facts and circumstances, upon a presentation to D.P.D. by the Developer or Mortgagee of evidence or facts indicating that such encumbrances are onerous or impractical. Consideration of the requested relief shall not be unreasonably delayed or unreasonably denied.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 6 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D..

Section 16.

Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified or facsimile mail, return receipt requested.

If To The City:

City of Chicago
Department of Planning and
Development
Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

City of Chicago
Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60605
Attention: Commissioner

City of Chicago
Department of Law
Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Developer:

Senior Suites Chicago Central
Station Limited Partnership
Suite 100
5327 North Sheridan Road
Chicago, Illinois 60640
Attention: William B. Kaplan

With Copies To:

Katten, Muchin & Zavis
525 West Monroe Street
Chicago, Illinois 60606
Attention: Howard M. Richard,
Esq.

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 17.

Miscellaneous.

17.01 Amendment.

This Agreement and the (sub)exhibits attached hereto may not be amended without the prior written consent of the City.

17.02 Entire Agreement.

This Agreement (including each (sub)exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement

between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

17.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

17.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

17.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

17.06 Remedies Cumulative.

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

17.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

17.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

17.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

17.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such T.I.F. Ordinances shall prevail and control.

17.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

17.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

17.14 Approval.

Wherever this Agreement provides for the approval or consent of the City or D.P.D., or any matter is to be to the City's or D.P.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction

shall be made, given or determined by the City or D.P.D. in writing and in its sole discretion.

17.15 Assignment.

Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Notwithstanding the issuance of such Certificate, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to (Sub)Exhibit H, Conditional Provisions or Real Estate Provisions and Section 7.19 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

17.16 Binding Effect.

This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns.

17.17 Exhibits.

All of the (sub)exhibits attached hereto are hereby incorporated herein by reference.

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Attest:

Senior Suites Chicago Central
Station Limited Partnership, an
Illinois limited partnership.

By: _____

Its: _____

By: Senior Suites Chicago
Corporation, an Illinois
corporation, its sole
general partner.

By: _____

Its: _____

City of Chicago

By: _____
Commissioner,
Department of Planning and
DevelopmentState of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of Senior Suites Chicago Corporation, an Illinois corporation (the "Corporation") and the sole general partner of Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 1995.

Notary Public

My commission expires _____.

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 199__.

Notary Public

My commission expires_____.

[Seal]

[(Sub)Exhibit "F" referred to in this Redevelopment Agreement
printed on page 6284 of this Journal.]

(Sub)Exhibits "A", "B", "C", "D", "E", "G" and "H" referred to in this Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement)

Redevelopment Area.

Redevelopment Project Area Description.

The boundaries of the Near South Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

those parts of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running thence east along the eastward extension of said north line of East 11th Street to the easterly right-of-way line of South Columbus Drive; thence southwardly along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road; thence east along said eastward extension of East Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive; thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes of South Lake Shore Drive to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure; thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said East 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line a distance of 1,625.0 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west a distance of 186.0 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a

distance of 84.0 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177.0 feet, more or less, to the point of intersection with a line which is the east line of a 20.0 foot wide alley; thence north along said east line of the 20.0 foot wide alley a distance of 92.0 feet, more or less, to the south line of East 16th Street; thence west along said south line of East 16th Street, a distance of 263.0 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.0 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.0 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,955.0 feet, more or less, to the point of beginning, in Cook County, Illinois.

Amendment -- April, 1994.

Section 2, Redevelopment Project Area Description, is amended to include the following legal description of the amended area:

a tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street, being also the southeast corner of Block 20 in the fractional Section 15 addition to Chicago and running thence east along the eastward extension of said north line of East 11th Street a distance of 130.0 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north

line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C.L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16 aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of public alley, 12.0 feet wide, as opened by the City Council in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees' Subdivision of lots in fractional Section 15 addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30.0 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30.0 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25.0 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25.0 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30.0 feet of Lot 19 in said Block 27; thence east along the north line and north line extended east of said south 30.0 feet of Lot 19 to the centerline of the north and south public alley, 12.0 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line

extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25.0 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25.0 feet of Lot 12 to the centerline of the north and south public alley, 18.0 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10.0 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10.0 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18.0 feet wide in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Curley's Subdivision aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue, to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E.L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.0 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue, a distance of 84.0 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5, a distance of 177.0 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a

distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley, 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

[Figure 1 referred to in this Redevelopment Project
Area Description printed on page 6274 of
this Journal.]

(Sub)Exhibit "B".
(To Redevelopment Agreement)

Property.

Lots 23, 24, 25, 26, 27 and 28 (except the north 7.50 feet of Lot 28) and together with the vacated alley described as follows:

beginning at the northwest corner of Lot 22; thence east along the north line of said Lot 22 to the east line of said Lot 22; thence south along the east line of said Lot 22, a distance of 18 feet; thence west along a line 18 feet south of and parallel with the north line of said Lot 22 to a point 42 feet east of the west line thereof; thence southwesterly along a line to a point on a line 5 feet south of and parallel with the north line of Lot 21, 30 feet east of the west line thereof; thence west along the last described line a distance of 30 feet to the west line of said Lot 21; thence north along the west line of said Lots 21 and 22 to the point of beginning, all in Block 15 in Herrington's Addition to Chicago, in Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "C".
(To Redevelopment Agreement)

T.I.F.-Funded Improvement.

Line Item	Cost
Acquisition Cost	\$960,000
 TOTAL:	 \$960,000

(Sub)Exhibit "D".
(To Redevelopment Agreement)

*Redevelopment Plan
Near South Tax Increment Financing
Redevelopment Project And Plan.*

*(Formerly Referred To As Amended Central Station
Area Tax Increment Financing
Project And Plan)*

*City Of Chicago
Richard M. Daley, Mayor.*

1.

Introduction.

Chicago's future and its continuing role as a world class city depends on its ability to build upon its strong assets while overcoming the threats and/or

concerns relating to its future stability. Among Chicago's assets are: its beautiful lakefront setting; its magnificent system of parks, including Grant and Burnham Parks; its viable business center; its many institutions, museums, universities and art galleries; the North Michigan Avenue shopping facilities; McCormick Place and Navy Pier; and its extensive neighborhood and community based cultural and economic organizations.

There are real problems which threaten Chicago. These problems include, but are not limited to, a pattern of out-migration by both major and minor corporations to the suburbs and to other states; a loss of convention business to other cities and other countries; the perception of a high incidence of crime; imbalances in public transportation services within the greater central area which continues to expand outward from the historic "Loop" business district; aging infrastructure; and the need to revitalize deteriorating, underutilized and undeveloped areas of the City.

The City of Chicago, working with the State of Illinois, has initiated bold steps in an effort to overcome some of the aforementioned problems, including programs to improve Chicago's educational system so students will be able to find meaningful employment after graduation. Within the greater central area additional steps have been taken, including the creation of the Metropolitan Pier and Exposition Authority, with Navy Pier improvements and an active effort directed toward expansion of the McCormick Place Complex. Additional funding is being pursued by the City for planning and design of the Central Area Transit Circulator system (light rail transit system) to improve internal distribution and travel movements. A major redesign of the State Street Mall is planned, which, in conjunction with the new Harold Washington Library and other private developments along State Street will help revitalize this area.

Although the downtown and north and west sides of the central area have experienced dynamic new growth in office, hotel, entertainment and residential development, the near south area generally south of Roosevelt Road and east of Michigan Avenue continues to decline. The near south section of the greater central area is in significant need of revitalization and redevelopment. Recent studies have verified that the majority of the properties from 12th Street to 16th Street, and from Michigan Avenue to Indiana Avenue are characterized by deterioration and obsolescence and the area east of Indiana Avenue contains abandoned railroad yards which remain undeveloped.

The City of Chicago has long been aware of the redevelopment potential of the entire area. In 1919, the City Council adopted an ordinance which mandated the implementation of Daniel Burnham's 1909 plan for the area. More recent planning efforts which singled out the near south area include the 1972 Lakefront Plan and the 1973 Chicago 21 Plan. The plans put forth recommendations for the near south similar to those proposed in this redevelopment plan such as the extension of Roosevelt Road and various public transit improvements. In 1986, the Department of Planning prepared

a special Near South Development Plan. The plan recognized the unique assets of the area and its potential to link the lakeshore and museum campus with a revitalized Near South neighborhood. The plan recommended roadway extensions at Roosevelt Road, 16th Street and McFetridge Drive.

In general, the plan called for business development which would create jobs in the area, residential development to stabilize the area and cultural and recreational improvements as well.

However, despite the existence of such ordinances and plans, the Central Station Area Redevelopment Project Area (hereinafter designated and defined as the "Redevelopment Project Area") has historically not been subject to growth and development through investment by private enterprise, and is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Tax Increment Financing Redevelopment Project and Plan and the substantial investment of public funds. Historically, private investment has not occurred to any major extent in the South Loop area except in those areas in which the City has made a substantial investment of public funds.

The City now has a very real opportunity to serve as a catalyst for the development of the Redevelopment Project Area, and has already begun taking steps in that direction. On March 1, 1990, the Chicago Plan Commission approved the Central Station Guidelines for Development (the "Central Station Guidelines") for an aggressive and comprehensive development of mostly vacant land located generally within the eastern portion of the Redevelopment Project Area. On April 6, 1990, the City Council approved the Central Station Planned Development Amendment to the Chicago Zoning Ordinance (the "Central Station Plan of Development") for parts of the land covered by the Guidelines. With the City's assistance and guidance, development of this portion of the Redevelopment Project Area will open the lakeshore to previously isolated neighborhoods, and will spearhead increased housing and business opportunities not only in the Redevelopment Project Area, but also within the Near South Loop area as a whole. The City must take an additional step to accomplish its development goals for the Redevelopment Project Area -- the City must adopt Tax Increment Financing to attract the private investment that is needed within the Redevelopment Project Area.

Tax Increment Financing.

In January, 1977, Tax Increment Financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1, et seq., as amended. The Act provides a means for municipalities after the approval of a "redevelopment plan and project" to redevelop "blighted",

"conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the Equalized Assessed Valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

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

Tax Increment Financing does not generate revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, new tax revenues resulting from redevelopment. Further, under Tax Increment Financing, all taxing districts continue to receive the tax revenue they received prior to redevelopment from property in the area. Moreover, taxing districts can receive distributions of excess increment when more tax increment revenue is received than is necessary to pay for expected redevelopment project costs and principal and interest obligations issued to pay such costs. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

The Central Station Area Tax Increment Redevelopment Plan And Project.

This Central Station Area Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private actions in the Redevelopment Project Area.

This Redevelopment Plan also specifically describes the Redevelopment Project Area and sets forth the blighting factors which qualify the Redevelopment Project Area for designation as a blighted area as defined in the Act.

In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. The "Redevelopment Project" as used herein means any development project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan.

The Redevelopment Project represents one of the most important economic opportunities available for the City of Chicago. By creating an environment for private development, Chicago will strengthen its tax base and establish an atmosphere that creates and retains jobs and a real alternative for companies that might otherwise move to the suburbs or out of state. At the same time, the long-standing objective to complete a southern edge to Grant Park can be accomplished. The museum campus area can be connected to the central business district and other areas of the City through suitable improvements to traffic patterns and the transportation system that serves these facilities and areas.

For the first time, direct linkage between the lakefront and the area south of Roosevelt Road can be planned and provided. The extraordinarily important McCormick Place facility can be expanded and integrated into the downtown area. The Redevelopment Project Area provides the vital connection for the museum campus and McCormick Place with the rest of the City.

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

1. On a coordinated rather than a piecemeal basis to ensure that the land-use, pedestrian access, vehicular circulation, parking, service and urban design systems will functionally come together, meeting modern-day principles and standards.
2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.
3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Redevelopment of the Redevelopment Project Area is one of the largest of its kind in the United States, and it presents challenges and opportunities commensurate with its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the Redevelopment Project Area. By means of public investment, the area will become a stable environment that will again attract private investment. Public investment will set the stage for the rebuilding of the area with private capital.

Public and private investment is possible only if tax increment financing is used pursuant to the terms of the Act. The revenue generated by the development will play a decisive role in encouraging private development.

Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public/private redevelopment effort. Implementation of this Redevelopment Plan will benefit the City, its neighborhoods and all the taxing districts which encompass the near south side in the form of a significantly expanded tax base, employment opportunities and a wide range of other benefits.

Amendment -- April, 1994.

Section 1, Introduction, is amended to include the following additional statements:

During the process of implementing the Central Station Area Redevelopment Project and Plan (the "Original Redevelopment Project and Plan"), it has become evident that changes in the boundaries of the Redevelopment Project Area (the "Original Redevelopment Project Area"), and in the development program are necessary in order to facilitate achievement of the purpose and objectives of the Original Redevelopment Project and Plan as adopted on November 28, 1990. The area to be added to the Original Redevelopment Project Area is referred to as the "Amended Area" and is generally bounded by Congress Parkway on the north; Michigan Avenue, Indiana Avenue and Calumet Avenue on the east; the Michigan-Cermak Redevelopment Tax Increment Financing Project on the south; and State Street on the west. The "Original Redevelopment Project Area" together with the "Amended Area" is renamed and hereinafter referred to as the "Near South Redevelopment Project Area". The Near South Redevelopment Project Area is geographically illustrated in Figure 1, Boundary Map.

The Amended Area consists of approximately 248.4 acres, encompassing thirty-eight full and partial city blocks, and various street and alley rights-of-way. This area contains vacant land, vacant and deteriorating buildings, numerous older and obsolete commercial and industrial buildings, underutilized sites and streets, sidewalks and alleys in a deteriorating condition.

This Amended Area is found to be eligible for designation as a "Blighted Area" pursuant to the definition contained within the Tax Increment Allocation Redevelopment Act of the State of Illinois, as supplemented and amended from time to time (the "Act"), to overcome conditions of blight and obsolescence and to improve the economic and physical well-being of the City.

The Amended Area initially developed without the benefit or guidance of overall community planning. The inclusion of the Amended Area is

necessary to stimulate redevelopment of certain properties as well as make certain public infrastructure improvements to create and sustain a positive environment for private investment, thereby preventing the decline of properties within this area which may impair the growth of the tax base of taxing districts having taxing jurisdiction over the Amended Area.

The addition of the Amended Area to the Redevelopment Project Area will permit improved coordination of redevelopment/revitalization projects and related public infrastructure improvements for all projects within the Redevelopment Project Area. The Amended Area is physically and functionally related to other properties within the Redevelopment Project Area and will be substantially benefitted by the redevelopment project actions and improvements. The Amended Area functions as part of the greater Central Station Area which is included in the Original Redevelopment Project Area.

Timely and coordinated public and private investment within the Amended Area will be possible only if tax increment financing is adopted pursuant to the Act. The Amended Area includes only those contiguous parcels of real property and improvements thereon substantially benefitted by the Redevelopment Project.

Figure 1, Project Boundary Map, is revised to include the Amended Area.

2.

Redevelopment Project Area Description.

The boundaries of the Near South Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

those parts of the southwest quarter of Fractional Section 15, the northwest quarter of Fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running thence east along the eastward extension of the said north

line of East 11th Street, to the easterly right-of-way line of South Columbus Drive; thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road; thence east along said eastward extension of East Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive; thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500.0 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure; thence westwardly along said line which is 1,500.0 feet northerly from and parallel with the northerly line of said East 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line a distance of 1,625.0 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid; thence west along the north line of said Lot 1, and along said north line extended west a distance of 186.0 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84.0 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177.0 feet, more or less, to the point of intersection with a line which is the east line of a 20 foot wide alley; thence north along said east line of the 20 foot wide alley a distance of 92.0 feet, more or less, to the south line of East 16th Street; thence west along said south line of East 16th Street, a distance of 263.0 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.0 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.0 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,955.0 feet, more or less, to the point of beginning, in Cook County, Illinois.

Amendment -- April, 1994.

Section 2, Redevelopment Project Area Description, is amended to include the following legal description of the Amended Area:

a tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street, being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and running thence east along the eastward extension of said north line of East 11th Street, a distance of 130.0 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C. L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12.0 feet wide as opened by City Council proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15 Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30.0 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30.0 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line

of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25.0 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25.0 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30.0 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30.0 feet of Lot 19 to the centerline of the north and south public alley, 12.0 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south center line to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25.0 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25.0 feet of Lot 12 to the centerline of the north and south public alley, 18.0 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue, being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10.0 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18.0 feet wide in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue, being the west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad;

thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.0 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84.0 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177.0 feet, more or less, to the point of intersection with a line which is the east line of a 20.0 foot wide alley; thence north along said east line of said alley, a distance of 92.0 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.0 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.0 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.0 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.0 feet, more or less, to an intersection with the north line of the south 10.0 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.0 feet of Sublot 1, a distance of 171.0 feet, more or less, to the east line of the public alley 20.0 feet wide, in said Block 21; thence north along said east line, a distance of 350.0 feet, more or less, to the south line of original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.0 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.0 feet, more or less, to the point of beginning.

3.

Redevelopment Project Area Goals And Policies.

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

The Act encourages the public and private sectors to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop parts of the

Redevelopment Project Area will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and policies of the City for the Redevelopment Project Area. A later section of this Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals:

- Provide infrastructure improvements within the Redevelopment Project Area.
- Encourage commercial and industrial development by eliminating the influences and the manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to establish it as an important activity center contributing to the regional and national focus of the central business district.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area.
- Provide an increased sales tax basis for the City of Chicago, the State of Illinois and other taxing districts extending into the Redevelopment Project Area.

Policies:

- Encourage a mixture of uses and scales of development that provide a transition from higher densities found in the Loop to the lower densities of the Near South Side.
- Expand the residential population of the Near South Side and encourage housing types that accommodate a diverse economic and social mix of residents.

- Provide better access between the South and Near South Sides and the downtown and lakefront through creation of better and more frequent east/west and north/south links.
- Extend the public features of Chicago's historic boulevard system along Michigan and Indiana Avenues.
- Accommodate the reconstruction of Lake Shore Drive as a two-way parkway on the west side of the Field Museum, with an ample landscaped edge.
- Design an internal street network that is clear, direct, and easily accessible to the public.
- Design a street and block plan which integrates the Near South Side with the lakefront.
- Complete the south end of Grant Park.
- Apply the policies of the *Lakefront Plan of Chicago*.
- Provide formal open spaces that relate to Grant Park and Burnham Park and are connected by the pedestrian street network.
- Provide sufficient parks and recreational areas related to the needs of new Near South Side residents.
- Promote a quality, attractive environment compatible with the museum complex in Burnham Park, provide greater access to Burnham Park from downtown and the community to the west, and enhance the park setting of the museums.
- Present active and appropriately designed edges to the communities on all sides, especially towards Grant Park, Lake Shore Drive, and Michigan Avenue.
- Respect the prominent architectural quality of the museum complex in Burnham Park and the Michigan Avenue streetwalls.
- Enhance the Prairie Avenue Historic District by improving the accessibility and image of the surrounding community and by creating connections between the District and the Burnham Park museum complex.
- Protect and frame important views and vistas through the site.
- Encourage active, landscaped pedestrian-oriented streets.

- Encourage a predominate use of public transportation and improve public transportation services to the Central Station site and the surrounding community.
- Promote the development of a Central Area Transit Circulator system connecting the downtown with McCormick Place and the museums.
- Provide adequate facilities for circulation within and through the site for pedestrians, public transit, and private vehicles.
- Promote development which employs the most efficient use of energy resources.
- Ensure provision of associated parks, open spaces and public facilities on a schedule coordinated with the pace of private development.
- Promote the design and construction of public infrastructure which encourages quality development.
- Give funding and scheduling priority to improvements which provide the greatest benefit to the general public.

Amendment -- April, 1994.

Section 3, Redevelopment Project Area Goals and Policies, is amended to include the following additional policies:

- Maintain the Michigan Avenue "streetwall" by encouraging infill developments that are compatible with the architectural character and heights of existing structures.
- Encourage the rehabilitation or conversion of vacant buildings into residential, commercial and arts/cultural space within the Prairie Avenue area. Support the concept of the Arts District as a catalyst for future mixed-use developments.

4.

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

The Redevelopment Project Area includes improved areas and vacant areas as defined in the Act.

Within the improved portion of the area it must be demonstrated that because of the combination of five or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare. Based upon surveys, inspections and analysis of the area, the Redevelopment Project Area qualifies for designation as a "blighted area" as defined by the Act.

- Of the fourteen factors set forth in the Act for improved areas, ten are present in the area.

Within the vacant portion of the area it must be demonstrated that the sound growth of the taxing districts is impaired by at least one of the seven factors described in the Act.

- The vacant land area qualifies for designation as a "blighted area" on the basis that the area consists of unused railyards, rail tracks or railroad rights-of-way.

The factors present are reasonably distributed throughout the area.

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

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

A separate report titled Central Station Area Redevelopment Project -- T.I.F Area Eligibility Report describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. The factors listed below and shown in Figure 2, Summary of Blight Factors, are present in the Redevelopment Project Area.

Improved Area Factors.

The improved area includes all of the blocks located west of Indiana Avenue and the railroad property currently operated by METRA and located along the eastern edge of the project area, adjacent to Lake Shore Drive.

1. Age.

Age as a factor is present to a major extent throughout the improved blocks. Of the seventeen (17) total buildings in the improved area, sixteen (16) ninety-four percent (94%) are thirty-five (35) years of age or older.

2. Dilapidation.

Dilapidation as a factor is present to a major extent in one block, and to a limited extent in one block. Dilapidation includes four (4) buildings that are in a structurally substandard condition.

3. Obsolescence.

Obsolescence as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include obsolete buildings and obsolete platting. Eight (8) buildings are characterized by obsolescence, of which three (3) are vacant and three (3) are partially vacant.

4. Deterioration.

Deterioration as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas and site surface areas, and deteriorating alleys, street pavements, curbs, gutters, sidewalks and the Indiana Avenue viaduct. Thirteen (13) of the seventeen (17) buildings are characterized by deterioration.

5. Existence Of Structures Below Minimum Code.

Existence of structures below minimum code standards is present to a major extent in one (1) block and to a limited extent in one (1) block. Structures below minimum code include all structures in deteriorating or dilapidated condition which are below the City's code standards for existing buildings.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in one (1) block and to a limited extent in one (1) block. Three (3) buildings contain vacant floors and three (3) buildings are entirely vacant.

7. Excessive Land Coverage.

Excessive land coverage as a factor is present to a major extent in one (1) block of the area. Conditions contributing to this factor include parcels where buildings cover more than sixty

percent (60%) of their respective sites, restricting provisions for off-street parking, loading and service. A total of twelve (12) building sites are impacted by this factor.

8. Deleterious Land-Use or Layout.

Deleterious land-use or layout is present to a major extent in two (2) of the three (3) blocks of the improved area. Conditions contributing to this factor include parcels of limited size. Twenty-six (26) of the parcels within the Redevelopment Project Area exhibit this factor.

9. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent throughout the improved area. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas and site improvements including streets, alleys, walks, curbs, gutters and one (1) viaduct.

10. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the improved area. Conditions contributing to this factor include incompatible land-use relationships, parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, and the lack of reasonable development controls for building setbacks, off-street parking and loading.

Vacant Area Factors.

The vacant land area is located east of Indiana Avenue from 11th Place to approximately 16th Street and west of the railroad property used for the Illinois Central METRA commuter service. This vacant area consists of unused railyards, rail tracks or railroad rights-of-way. It is the former location of active rail lines and numerous railroad-related uses, including an office building, passenger terminal, train sheds, round houses, machine shops, baggage room, power house and miscellaneous support buildings. All of the buildings and tracks have been abandoned and the buildings demolished.

Amendment -- April, 1994.

Section 4, Blighted Area Conditions Existing In the Redevelopment Project Area, is amended to add the following description of blighted conditions in the Amended Area:

The purpose of this section is to describe the conditions that exist within the Amended Area which qualify the Amended Area for designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74. 4-1, et seq., as amended.

A report entitled Tax Increment Redevelopment Project Eligibility Report For The Central Station Area was prepared for the City of Chicago in July, 1990 by Trkla, Pettigrew, Allen & Payne, Inc.. Studies and analysis completed in 1990, and documented as part of the Eligibility Report, provided the basis for a finding by the City of Chicago that the Original Redevelopment Project Area of approximately 127 acres qualified for designation as a "blighted area" as defined in the Act.

The Amended Area contains approximately two hundred forty-eight and four-tenths (248.4) acres, including approximately ninety-two and six-tenths (92.6) acres of street and alley rights-of-way, and approximately one hundred fifty-five and nine-tenths (155.9) acres of parcels within thirty-eight (38) blocks located in the Amended Area. The Amended Area is located immediately west of the Original Redevelopment Project Area, and is generally bounded on the north by Congress Parkway, on the south by 21st Street, on the west by State Street, and on the east by Michigan Avenue (between Congress Parkway and 14th Street), Indiana Avenue (between 14th and 16th Streets), and the Illinois Central Railroad right-of-way (between 16th and Cullerton Streets).

The Amended Area is an improved area for the purpose of determining eligibility as defined in the Act. Within an improved area it must be demonstrated that because of the combination of five (5) or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare.

While it may be concluded that the mere presence of the minimum number of stated factors is sufficient to make a finding of blight, the following evaluation was made on the basis that the blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of blighting factors throughout the study area must be reasonable so that basically good areas are not arbitrarily found to be blighted simply because of their proximity to areas which are blighted.

On the basis of this approach, all or any part of the Amended Area is found to be eligible within the definition set forth in the Act. Specifically:

- Of the fourteen (14) factors set forth in the Act for improved areas, ten (10) are present in the Amended Area.
- The blight factors which are present are reasonably distributed throughout the Amended Area.
- All blocks within the Amended Area show the presence of blight factors.
- The Amended Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

The blight factors present in the Amended Area are indicated below. It should be noted that the definitions of blight factors listed below are the same as set forth in the Central Station Tax Increment Redevelopment Project Eligibility Report prepared in July, 1990 by T.P.A.P. for the purpose of determining the eligibility of the Original Redevelopment Project Area.

The following blighting factors are present in the Amended Area:

1. Age.

Age as a factor is present to a major extent. Fifty percent (50%) or more of the buildings are thirty-five (35) years of age or older in thirty-four (34) of the thirty-eight (38) blocks that comprise the Amended Area.

2. Dilapidation.

Dilapidation is present to a limited extent. Of two hundred ninety-seven (297) buildings within the Amended Area, twenty-five (25) or eight point four percent (8.4%) are dilapidated.

3. Obsolescence.

Obsolescence as a factor is present to a major extent. Characteristics include obsolete platting, obsolete parcels and obsolete buildings.

4. Deterioration.

Deterioration as a factor is present to a major extent throughout the Amended Area. Contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas, and deteriorating street surfaces, curbs, gutters, and alleys. Of the total two hundred ninety-seven (297) buildings, two hundred thirteen (213), or seventy-two percent (72%), evidence varying degrees of deterioration.

5. Existence Of Structures Below Minimum Code.

Existence of structures below minimum code standards is present to a moderate extent. Advanced defects in thirty percent (30%) of the buildings are below the City's maintenance and other codes for existing buildings.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in twenty-one (21) blocks and to a moderate extent in eleven (11) of the thirty-eight (38) blocks.

7. Excessive Land Coverage.

Excessive land coverage is present to a major extent affecting close to seventy-nine percent (79%) of the buildings within the Amended Area.

8. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present to a major extent throughout the Amended Area. Conditions contributing to this factor include parcels of limited narrow size, parcels of irregular shape and incompatible uses.

9. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and surface storage areas and site improvements, including streets, alleys, curbs and sidewalks.

10. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the Amended Area. Conditions contributing to this factor include parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, the existence of incompatible or mixed land-uses and the lack of reasonable development controls for building setbacks and off-street parking. Additionally, the Amended Area developed without the benefit of community planning guidelines and standards.

Figure 2, Distribution Of Blight Factors By Block, is revised to include the Amended Area.

The analysis above is based upon data assembled by representatives of the City and surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc.. The surveys and analyses conducted include:

1. exterior survey of the condition and use of each building;
2. field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. analysis of existing uses and their relationships;
4. comparison of current land use to current zoning ordinance and the current zoning map;
5. comparison of surveyed buildings to property maintenance and other codes of the City;
6. analysis of original and current platting and building size and layout;
7. analysis of building floor area and site coverage; and
8. review of previously prepared plans, studies and data.

5.

Near South Tax Increment Financing Redevelopment Project.

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements

with the City. It includes a description of redevelopment plan and project objectives, a description of redevelopment activities, a general land-use plan, estimated redevelopment project costs, a description of sources of funds to pay redevelopment project costs, a description of obligations that may be issued, identification of the most recent equalized assessed valuation of properties in the Redevelopment Project Area, and an estimate of anticipated equalized assessed valuation.

In the event the City determines that implementation of certain activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives:

- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this Redevelopment Plan, Blighted Area Conditions Existing in the Redevelopment Project Area, describes existing blighting conditions.
- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.
- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.
- Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.
- Achieve development which is integrated both functionally and aesthetically with nearby existing development, and which contains a complementary mix of uses.
- Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourage high standards of design.
- Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.
- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.
- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.

- Implement and achieve the Redevelopment Project Area Goals and Policies as set forth in Section 3 of this Redevelopment Plan.

Redevelopment Plan And Project Activities.

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

1. Property Acquisition, Site Preparation, Demolition And Relocation.

Property acquisition and land assembly by private sector for redevelopment in accordance with this Redevelopment Plan will be encouraged. To achieve the renewal of the Redevelopment Project Area, property identified in Development Program, Figure 3, attached hereto and made a part hereof, may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or recreational facilities. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: (a) the current use of the property is not permitted under this Redevelopment Plan; (b) the exclusion of the property from acquisition would have a detrimental effect on the disposition and development of adjacent and nearby property; or (c) the owner or owners are unwilling or unable to conform the property to the land-use and development objectives of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties.

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

Active businesses and other occupants that are displaced by the public acquisition of property will be relocated and may be provided with assistance payments and advisory services.

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

Acquisition activities include acquisition of property (1) to accommodate the realignment of Lake Shore Drive and to make improvements to other thoroughfares, (2) to permit the more efficient construction of infrastructure over the METRA tracks, (3) to provide a site for a district heating/cooling plant, if appropriate, and (4) to provide for additional property acquisition in support of private development proposals. Further, demolition of structures (including railroad structures) and protection/relocation of existing utilities and freight tunnels is contemplated. Relocation services in conjunction with property acquisition will be provided in accordance with City policy.

2. Provision Of Public Improvements.

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

a. Roadways And Related Improvements.

A range of individual roadway improvement projects from repair and resurfacing through construction of new roads on structures in air rights will be undertaken. Public sewers, water lines, and City electrical service for lighting and signals are to be upgraded or installed new in each improved roadway segment as needed. The complexities and constraints associated with roadway construction in air rights over an operating railroad have been taken into account in estimating costs. The principal roadways affected are Columbus Drive, Roosevelt Road, Indiana Avenue, 13th Street, 14th Street, 15th Street, as well as segments of other streets. Virtually all of these improvements are anticipated in the Central Station Guidelines.

b. Special Utility Improvement.

Construction of a substantial storm sewer is planned for a 16th Street alignment to extend from Lake Shore Drive west through the Redevelopment Project Area to the

Chicago River. This sewer will provide relief to the combined sewer system serving the area, reduce or eliminate flooding in the area, and will have capacity to drain storm water on Lake Shore Drive in the vicinity of the Redevelopment Project Area.

c. Parks And Open Space.

Construction of both parks and open spaces will be undertaken. McFetridge Park at 14th/Indiana, and a portion of the addition to Grant Park on the north side of Roosevelt Road will be built. These improvements are anticipated in the Central Station Guidelines.

3. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to take advantage of the employment opportunities within the Redevelopment Project Area will be implemented. This will be particularly important in conjunction with development of international trade operations and related services.

4. Analysis, Administration, Studies, Surveys, Legal, Et Al.

Activities include the long-term management of the T.I.F. Program as well as the costs of establishing the Program and designing its components.

5. Redevelopment Agreements.

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

Amendment -- April, 1994.

Redevelopment Plan and Project Activities contained in Section 5 are amended to add the following:

Redevelopment Project and Plan Activities are expanded to include: resurfacing or reconstruction of all existing street pavement which is currently in a deteriorating condition; repair or reconstruction of all deteriorating curbs and gutters; replacement or reconstruction of sidewalks as part of a comprehensive streetscape/pedestrian walkway system for major parts of the Amended Area; coordination and implementation of transit station and structure improvements with other public and private improvement projects, rehabilitation of existing buildings, and allowance for interest cost incurred by redevelopers as provided for in the Act.

Figure 3, Development Program, is revised to illustrate the range of actions and improvements proposed for the Amended Area.

General Land-Use Plan.

Amendment -- April, 1994.

The General Land-Use Plan contained in Section 5 is amended to include the following maps, and revised and added statements:

Figure 4, Land-Use Plan, contained in the Original Redevelopment Project and Plan is revised to include two figures: Figure 4A, Land-Use Plan and Figure 4B, Subarea Land-Use Plan.

Figure 4A, Land-Use Plan, identifies the major land-use category to be in effect upon adoption of this amended Redevelopment Project and Plan, which is Mixed-Use. The Mixed-Use category includes the provision for commercial, residential, retail, institutional, exhibition, parking and related uses. Also shown in Figure 4A are the locations of major thoroughfares and street rights-of-way, the locations of which are subject to modification by the City.

Figure 4B, Subarea Land-Use Plan, illustrates the recommended predominant use for the nine subareas identified, and provides a guide for future land-use developments and related improvements within the Redevelopment Project Area. Described below are the predominant uses to be included in each subarea.

Subarea 1.

Subarea 1 should continue to accommodate office, institutional, retail and service uses which characterize the adjacent Loop area to the north. Restaurants, professional theaters and related business and service uses are encouraged to support existing uses in Subareas 2 and 3.

Subarea 2.

The predominant use of this subarea should remain hotel and institutional. The City should encourage continued business and institutional uses such as the Chicago Hilton and Towers, the Spertus Museum, Columbia College and the Blackstone Theater. Redevelopment should respect the historic character of the Michigan Avenue streetwall.

Subarea 3.

The predominant use of this subarea should be residential with accessory retail. This subarea should allow for high-density residential buildings consistent with recently constructed and rehabilitated buildings such as 2 East 8th Street, Burnham Plaza and 1130 South Michigan Avenue. Within this subarea, new development along Michigan Avenue should respect the historic character of the Michigan Avenue streetwall.

Subarea 4.

Community shopping uses (grocery store, drug store, et cetera) should be encouraged in Subarea 4 to serve the expanding neighborhoods of Dearborn Park I and II, Central Station and various free-standing and converted loft residential buildings. Development should be centered near the intersection of State Street and Roosevelt Road, the C.T.A. subway and elevated stations, and the proposed Central Area Circulator station. Convenience businesses to serve foot traffic from the transit stations should also be encouraged.

Subarea 5.

Residential development that is compatible, in density, with the Dearborn Park II neighborhood located across State Street should be encouraged in Subarea 5. Neighborhood retail and business uses should be encouraged on ground floors of residential structures.

Subarea 6.

Land should be assembled in underutilized blocks for the development of a range of housing types, rental and sales, in a mixed-density, economically integrated environment. Large scale developments should be approved as planned developments and provide for off-street parking, recreational facilities and other supporting amenities. Residential

development within this area should link the Dearborn Park and Central Station neighborhoods. A continuous east/west pedestrian walkway should be provided from the Chicago River to the lakefront.

This subarea should continue to permit institutional uses such as religious facilities, schools, governmental offices, museums and civic organizations, as well as public open spaces and community facilities.

Subarea 7.

Commercial services, including wholesale and retail trades, should be located along State Street, north of Cermak Road.

Subarea 8.

Business, residential and cultural uses that are compatible with, support and enhance the existing Prairie Avenue Historic District and the proposed Arts District should be encouraged in Subarea 8. Rehabilitation of existing buildings and redevelopment of vacant sites in the Arts District should be encouraged for business and housing uses, as well as support services, art spaces, public open spaces and community facilities.

Subarea 9.

Hotel, restaurant and service uses should be encouraged in Subarea 9, as well as other businesses that are compatible with the expanding McCormick Place.

Similar and compatible uses as determined by the City of Chicago Department of Planning and Development should be encouraged within each subarea.

Estimated Redevelopment Project Costs.

Amendment -- April, 1994.

Estimated Redevelopment Project Costs contained in Section 5 is amended to read as follows:

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

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
4. Costs of the construction of public works or improvements;
5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;
7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;
8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
9. Payment in lieu of taxes as defined in the Act;
10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing

districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20(a) and 10-23.3(a) of the School Code;

11. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, provided that:
 - a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - b. such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this Paragraph 11 then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
 - d. the total of such interest payments incurred pursuant to this Act may not exceed thirty percent (30%) of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act, or such greater amount as may be hereinafter authorized by law, including by P.A. 86-1398.

A range of activities and improvements will be required to implement the Redevelopment Project. The necessary improvements and their costs are shown in Table 1, Estimated Redevelopment Project Costs. To the extent that the City has incurred costs or municipal obligations have been issued to pay for such Redevelopment Project costs in anticipation of the adoption of tax increment financing, the City shall be reimbursed from real estate tax increment revenues for such redevelopment costs. The total Redevelopment Project costs are intended to provide an upper limit on expenditures. Within

this limit, adjustments may be made in line items, including provision for capitalized interest and other costs of financing associated with the issuance of obligations, without amendment of this Redevelopment Plan. Additional funding in the form of state and federal grants, and private developer contributions will be pursued by the City as means of financing improvements and facilities which are of a general community benefit.

Table 1.

Estimated Redevelopment Project Costs.

Near South Redevelopment Program.

Program Action/Improvements (in \$1,000s)	Initial Project Costs	Additional Project Costs	Total Project Costs
Property Acquisition, Site Preparation, Demolition, Relocation	\$ 3,300	\$ 6,000	\$ 9,300
Rehabilitation of Existing Buildings	N.A.	21,000	21,000
Roadways and Related Improvements	27,600	7,000	34,600
Utility Improvements	6,500	3,000	9,500
Parks and Open Space	1,800	2,000	3,800
Transit Improvements	N.A.	9,500	9,500
Interest Costs Incurred by Redevelopers	N.A.	10,000	10,000
Job Training and Related Education Programs	500	750	1,250
Analysis, Administration, Studies, Surveys, Legal, et al.	300	400	700

Program Action/Improvements (in \$1,000s)	Initial Project Costs	Additional Project Costs	Total Project Costs
Contingency	<u>N.A.</u>	<u>\$ 6,000</u>	<u>\$ 6,000</u>
GROSS PROJECT COST: ¹	\$40,000	\$65,650	\$105,650

Sources Of Funds To Pay Redevelopment Project Costs.

Amendment -- April, 1994.

Sources of Funds to Pay Redevelopment Project Costs contained in Section 5 is amended to read as follows:

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current E.A.V. of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial E.A.V. of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

¹ Gross Project Cost excludes financing costs, including interest expense, capitalized interest, and costs associated with issuing bonds and optional redemptions. Estimated Gross Project Costs are based on 1993 dollars, and are subject to prevailing market conditions at the time they are undertaken.

Issuance Of Obligations.

Amendment -- April, 1994.

Issuance of Obligations contained in Section 5 is amended to read as follows:

The City may issue obligations secured by the tax increment special tax allocation fund pursuant to Section 11-74.4-7 of the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2013. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions. Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, may be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

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

Amendment -- April, 1994.

Most Recent Equalized Assessed Valuation of Properties in the Redevelopment Project Area in Section 5 is amended to read as follows:

The purpose of identifying the most recent E.A.V. of properties in the Redevelopment Project Area is to provide an estimate of the initial E.A.V. which the County Clerk will certify for the purpose of calculating incremental E.A.V. and incremental property taxes. In the case of the Central Station Area Tax Increment Financing Redevelopment Project and Plan, there is an initial E.A.V. (using 1989 E.A.V.) for the area as originally adopted on November 28, 1990, and a second initial E.A.V. (using 1992 E.A.V.) for the area to be amended into the Central Station Area Tax Increment Financing Redevelopment Project and Plan.

Table 2, Summary Of Initial E.A.V. By Block, summarizes the initial equalized assessed valuations of blocks within the Original Area and Amended Area. The E.A.V. summary for the Original Area has since been certified as the Initial Equalized Assessed Valuation by the Cook County Clerk on August 12, 1991, and is \$3,223,423.

The initial E.A.V. summarized in Table 2 for the Amended Area serves as the estimated initial equalized assessed valuations of blocks within the Amended Area as of April, 1994. The total initial E.A.V. for the Amended Area is estimated at \$124,791,988, and assumes this amendment to the Redevelopment Plan and Project will occur before the 1993 state equalization factor is issued, which is sometime in June or July, 1994. In the event the amendment is adopted after the 1993 state equalization factor is issued, then the 1993 assessed valuations and 1993 state equalization factor will be used by the County to determine the initial E.A.V. for the Amended Area. Additionally, this estimated amount is subject to any Certificates of Error which may be adjudicated before a final certified initial E.A.V. is issued by the Cook County Clerk's office.

The total certified initial E.A.V. for the entire Redevelopment Project Area is estimated at \$128,015,411.

Table 2.

*Summary Of Initial E.A.V. By Block.
Near South Tax Increment Financing
Redevelopment Project Area.*

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
17-15-110		\$10,087,753	\$10,087,753

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
111		\$ 8,807,434	\$ 8,807,434
17-15-112	\$0*		0*
300		2,459,481	2,459,481
301		7,995,577	7,995,577
302		2,166,319	2,166,319
304		5,836,194	5,836,194
305		10,264,638	10,264,638
306		4,401,836	4,401,836
307		3,237,637	3,237,637
308		3,696,048	3,696,048
309		3,819,510	3,819,510
17-15-310	0*		0*
17-15-501	0*		0*

* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

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Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
17-16-247		\$1,575,316	\$1,575,316
17-22-100		1,415,713	1,415,713
101		7,599,167	7,599,167
17-22-102	\$1,236,479		1,236,479
103		749,770	749,770
104		2,732,826	2,732,826
17-22-105	1,959,440		1,959,440
106		2,964,749	2,964,749
107		3,470,369	3,470,369
108		5,136,042	5,136,042
17-22-109	10,233		10,233
17-22-110	0*		0*
300		1,235,667	1,235,667
301		5,094,929	5,094,929
302		2,960,436	2,960,436
303	17,271	2,289,881	2,307,152

* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
304	\$0*	\$3,127,719	\$3,127,719*
305		1,281,389	1,281,389
306		1,110,498	1,110,498
307		1,742,271	1,742,271
308		1,142,846	1,142,846
309		1,676,355	1,676,355
310		35,368	35,368
311		1,374,860	1,374,860
312		3,224,898	3,224,898
313		3,730,428	3,730,428
314		1,038,422	1,038,422
315		1,027,610	1,027,610
317		68,567	68,567
318		1,162,295	1,162,295
319		2,674,962	2,674,962

* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..
2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
320		\$ 376,209	\$ 376,209
500		0*	0*
501	\$ 0*	0*	0*
17-27-205	<u>0*</u>	<u></u>	<u>0*</u>
TOTAL:	\$3,223,423	\$124,791,988	\$128,015,411

Anticipated Equalized Assessed Valuation.

Amendment -- April, 1994.

Anticipated Equalized Assessed Valuation in Section 5 is amended to read as follows:

By the year 2005, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately \$530,000,000. This estimate is based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of the recommended residential and commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Plan; and 3) the average State Multiplier for the five year period 1988 through 1992 of 1.9953 will apply to future assessed values.

* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

6.

*Conformity Of The Redevelopment Plan To The Comprehensive
Plan For Development Of The City Of Chicago As A Whole.*

The Redevelopment Plan and the Redevelopment Project conform to the comprehensive plan for development of the City of Chicago as a whole. Further, the Redevelopment Plan and Redevelopment Project are consistent with, and are established pursuant to implementation of general municipal development objectives and policies contained in development plans previously adopted and/or considered by the City of Chicago, including, among others, the following:

1. "An Ordinance for the Establishment of Harbor District Number Three; the Construction by the Illinois Central Railroad Company of a New Passenger Station; Electrification of Certain of the Lines of the Illinois Central and Michigan Central Railroad Companies within the City; and the Development of the Lakefront" passed by the City Council of the City of Chicago in 1919, as amended;
2. The Comprehensive Plan of Chicago of 1966;
3. The Guidelines for Development: I.C. Air Rights -- 11th Place to 31st Street of 1972;
4. The Lakefront Plan of Chicago of 1973;
5. The Lake Michigan and Chicago Lakefront Protection Ordinance of 1973;
6. Chicago 21: A Plan for the Central Area Committees of 1973;
7. Chicago Central Area Plan of 1983;
8. The Near South Development Plan of 1986;
9. The Central Station Guidelines; and
10. The Central Station Plan of Development.

7.

Phasing And Scheduling Of Redevelopment Project.

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

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

8.

Provisions For Amending This Redevelopment.

This Near South Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

9.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Near South Tax Increment Redevelopment Project and Plan:

- A. The assurance of equal opportunity in all personnel and employment actions with respect to the Project and Plan, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Project and Plan, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

10.

*Lack Of Growth And Development Through Investment
By Private Enterprise.*

As described in Section 4 of this Redevelopment Project and Plan report, the Redevelopment Project Area as a whole is adversely impacted by the presence of numerous blighting factors, and these factors are reasonably distributed throughout the area. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Small-scale rehabilitation and new construction projects have occurred on a limited and scattered basis. However, no major large-scale projects have been initiated in over ten (10) years. The lack of private investment is evidenced by the continued existence of blight and the limited number of new development projects undertaken on a planned development basis.

The private investment that has occurred in the near south side in general, but not in the redevelopment area, has occurred with substantial public assistance. Projects such as Dearborn Park, Printers Row, McCormick Place and the original Central Station have all been subsidized with local, state or federal assistance.

Thus, it is clear that private investment in revitalization and redevelopment has not occurred on a comprehensive basis or in a timely manner to overcome the blighting conditions that currently exist. The Redevelopment Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Redevelopment Project and Plan, and the adoption of tax increment financing.

11.

Financial Impact Of The Redevelopment Project.

Without the adoption of this Redevelopment Project and Plan, and tax increment financing, the Redevelopment Project Area is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that blighted conditions will continue to exist and spread, and the area on the whole will become less attractive for the maintenance and improvement of existing buildings and sites. The possibility of the erosion of the assessed value of property which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment could lead to a reduction of real estate tax revenue to all taxing districts.

Section 5 of this Redevelopment Project and Plan describes the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The redevelopment program will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment projects and activities set forth in this Plan. If the Redevelopment Project is successful, it is anticipated that the rehabilitation and expansion of existing buildings and new development resulting therefrom will be instrumental in alleviating blighted conditions and restoring the area to a long-term sound condition.

The Redevelopment Project is expected to have both short- and long-term financial impacts on the taxing districts affected by the Redevelopment Plan. During the period when tax increment financing is utilized, real estate tax revenues resulting from increases in E.A.V. over and above the certified initial E.A.V. established at the time of adoption of this Redevelopment Project and Plan, will be used to pay redevelopment project costs in the area. At the end of such period, the real estate tax revenues attributable to the increase in E.A.V. over the certified initial E.A.V. will be distributed to all taxing districts levying taxes against property located in the Redevelopment Project Area.

12.

Demand On Taxing District Services.

The following major taxing districts presently levy taxes against properties located within the Redevelopment Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration, and management of lands for the purpose of protecting and preserving public open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. The District provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. The District is a unit of the State of Illinois' system of public community colleges whose objective is to meet the educational needs of residents of the City of Chicago and other students seeking higher education programs and services.

Board of Education. General responsibilities of the Board include the provision, maintenance and operations of educational facilities, and the provision of educational services primarily for kindergarten through twelfth grade.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City; and for the provision of recreation programs.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City of Chicago. The City is responsible for the provision of the full range of municipal services typically associated with large, mature cities, including: police and fire protection, capital improvements and maintenance, water production and distribution, sanitation service, building, housing and zoning codes, etc..

In addition to the major taxing districts summarized above, the following special taxing districts have taxing jurisdiction over the Redevelopment Project Area: the Chicago Library Fund, Chicago Urban Transportation District, and Special Service Area Number 12 (S.S.A. No. 12). The Chicago Library Fund (formerly a separate taxing district from the City) and the Chicago Urban Transportation District no longer extend tax levies, but continue to exist for the purpose of receiving delinquent taxes. In 1991, the City established S.S.A. No. 12 in connection with the Central Station Area Circulator. Certain properties located within the Redevelopment Project Area are also located within S.S.A. No. 12. Taxes for S.S.A. No. 12 are levied on non-residential properties located within its taxing jurisdiction to pay for a portion of the anticipated cost of the construction and operation of the Central Area Circulator.

Non-residential development, such as retail, commercial service, office, hotel, public and institutional uses, should not cause increased demand for services or capital improvements on any of the taxing districts named above except for the Water Reclamation District. Replacement of vacant and underutilized buildings and sites with active and more intensive uses will result in additional demands on services and facilities provided by the Water Reclamation District. However, it is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Redevelopment Project Area can be adequately handled by existing treatment facilities maintained and operated by the Water Reclamation District.

Residential development may cause increased demand for services or capital improvements to be provided by the Board of Education, Community

College District 508, Chicago Park District, and City. New private investment in residential and non-residential development, and public investment in infrastructure improvements may increase the demand for public services or capital improvements provided by the City of Chicago and the Chicago Park District within and adjacent to the Redevelopment Project Area. These public services or capital improvements may include, but are not necessarily limited to, the provision of additional open spaces and recreational facilities by the Chicago Park District. However, it is not possible at this time to predict, with any degree of reliability, (i) the number or timing of new or rehabilitated residential buildings that may be added within the Redevelopment Project Area, or (ii) the increased level of demand for services or capital improvements to be provided by any taxing district as a result therefrom.

If successful, the implementation of the Redevelopment Project may enhance the values of properties within and adjacent to the Redevelopment Project Area.

13.

Program To Address Financial And Service Impacts.

As described more fully in the previous sections, because the scale and mix of development in the Area cannot be predicted with certainty as of the date of this Redevelopment Project and Plan, the scope of the financial impact on taxing districts and increase in the demand for services provided by those districts cannot be quantified at this time. As a result, the City has not developed, at present, a specific plan to address such financial impact or increased demand.

However, as described more fully under Redevelopment Project and Plan Activities -- Provision of Public Improvements in Section 5 of this Redevelopment Project and Plan, the City plans to provide public improvements and facilities to service the Redevelopment Project Area. Such improvements may mitigate some of the additional service and capital improvement demands placed on taxing districts as a result of the implementation of this Redevelopment Project and Plan.

[Figures 1, 2, 3, 4A and 4B referred to in this Redevelopment Plan printed on pages 6274 through 6278 of this Journal.]

Figure 1.
(To Redevelopment Plan)

Project Boundary.

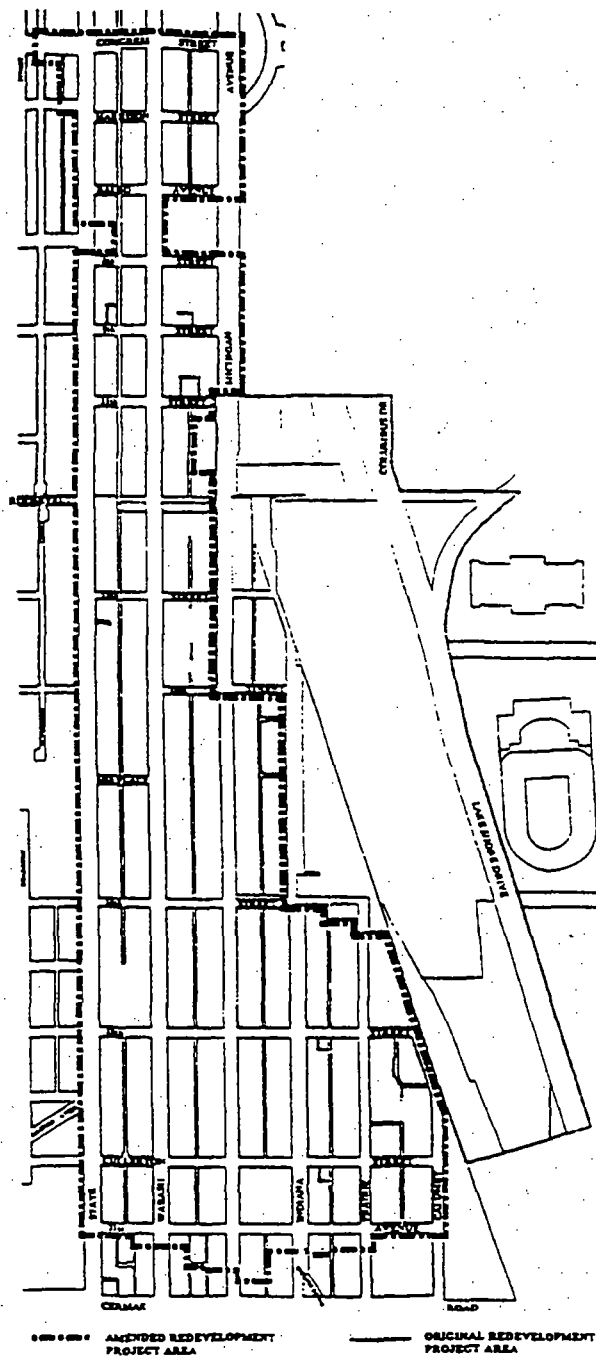


Figure 3.
(To Redevelopment Plan)

Development Program.

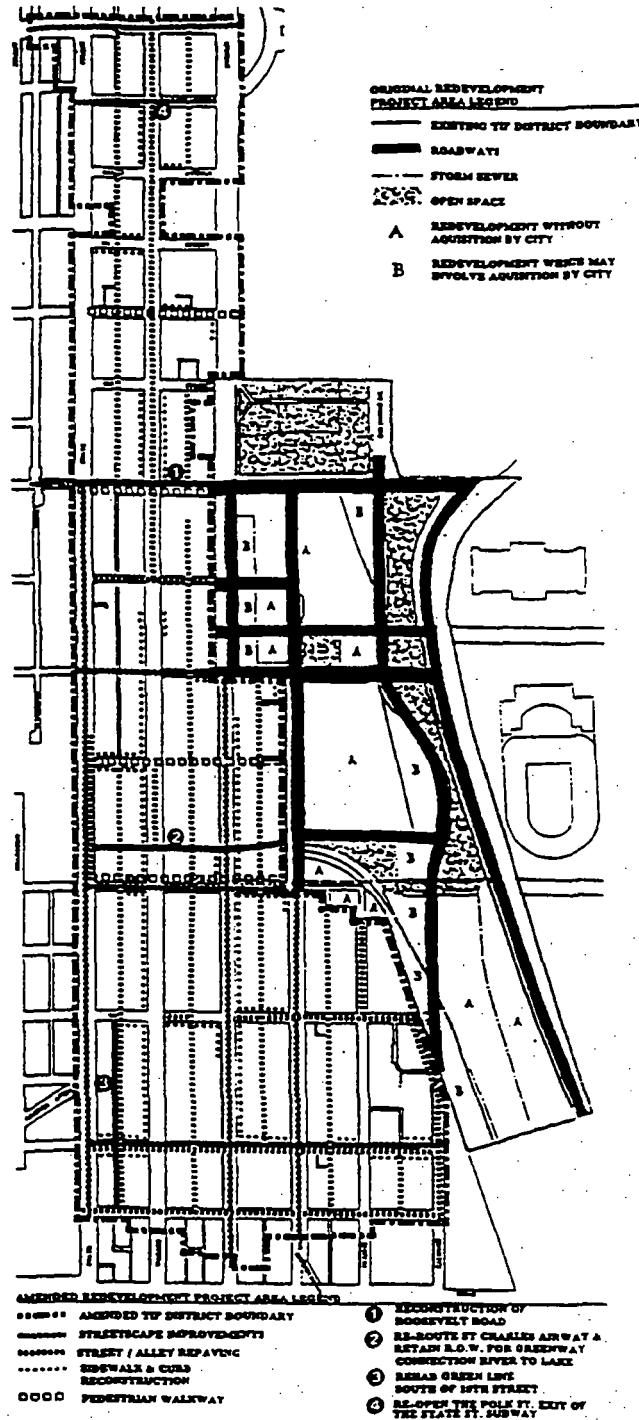


Figure 4A.
(To Redevelopment Plan)

Land-Use Plan.

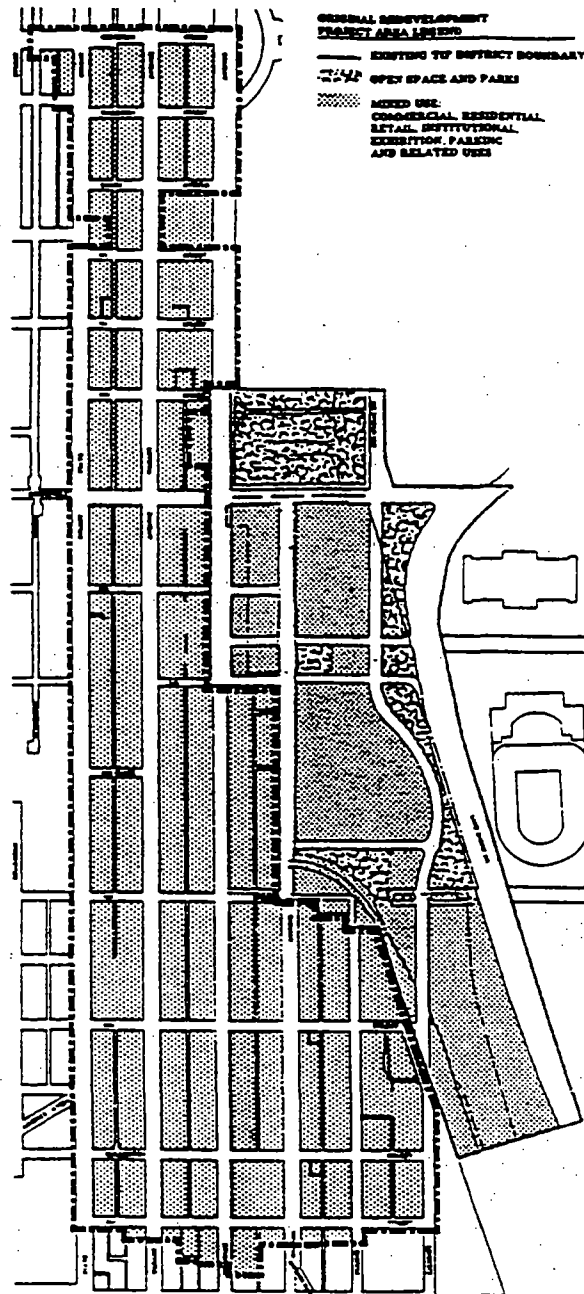
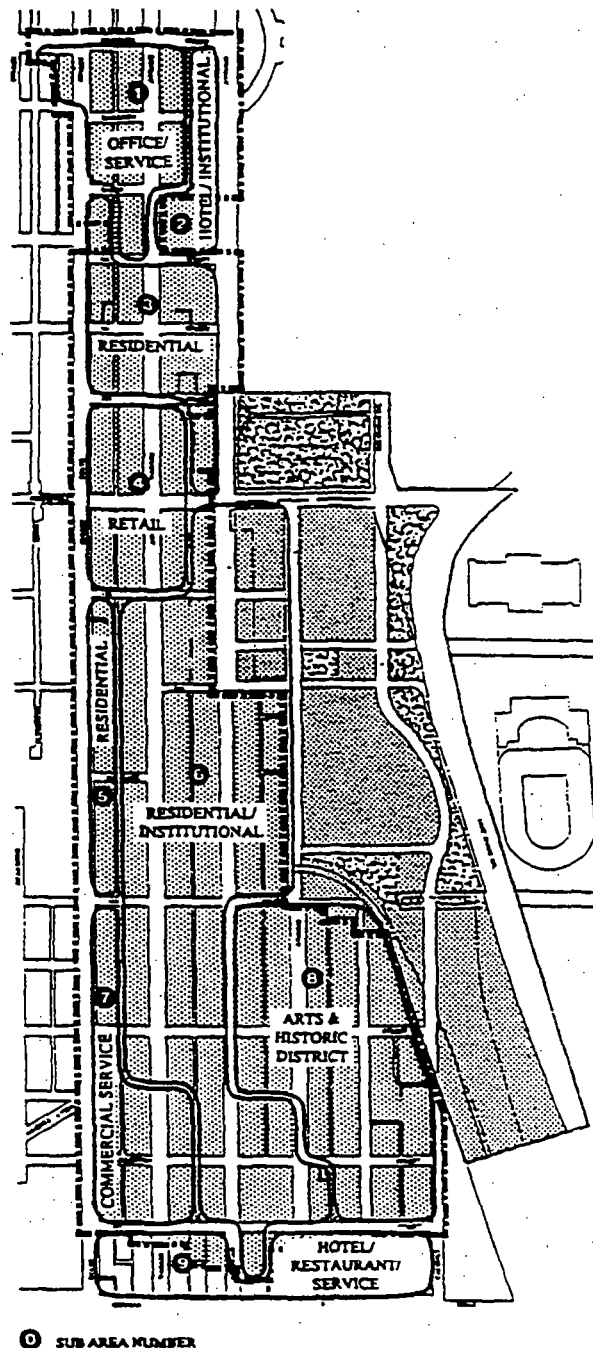


Figure 4B.
(To Redevelopment Plan)

Subarea Land-Use Plan.



(Sub)Exhibit "E".
(To Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: [to be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "G".
(To Redevelopment Agreement)

**Draft*

Senior Suites Of Chicago Central Station T.I.F.

Year	Minimum Assessed Value	Base Assessed Value	Incremental Assessed Value	Estimated Multiplier	Estimated Tax Rate	Property Tax Revenue
1996	\$152,780	\$28,865	\$123,915	2.0381	9.899%	\$ 0

* Final form to be determined in consultation with the Department of Finance.

Year	Minimum Assessed Value	Base Assessed Value	Incremental Assessed Value	Estimated Multiplier	Estimated Tax Rate	Property Tax Revenue
1997	\$251,912	\$28,865	\$223,047	2.0381	9.899%	\$25,000
1998	499,741	28,865	470,876	2.0381	9.899	45,000
1999	518,576	28,865	489,711	2.0381	9.899	95,000
2000	538,165	28,865	509,300	2.0381	9.899	98,800
2001	558,536	28,865	529,671	2.0381	9.899	102,752
2002	579,726	28,865	550,861	2.0381	9.899	106,862
2003	601,758	28,865	572,893	2.0381	9.899	111,137
2004	624,672	28,865	595,807	2.0381	9.899	115,582
2005	648,509	28,865	619,643	2.0381	9.899	120,205
2006	673,291	28,865	644,426	2.0381	9.899	125,014
2007	699,071	28,865	670,206	2.0381	9.899	130,014
2008	725,876	28,865	697,011	2.0381	9.899	135,215
2009	753,757	28,865	724,892	2.0381	9.899	140,623
2010	782,753	28,865	753,888	2.0381	9.899	146,248
2011	812,908	28,865	784,043	2.0381	9.899	152,098
2012	844,270	28,865	815,405	2.0381	9.899	158,182
2013	876,886	28,865	848,021	2.0381	9.899	164,509
2014	910,807	28,865	881,942	2.0381	9.899	171,090

(Sub)Exhibit "H".
(To Redevelopment Agreement)

Conditional Provisions.

Real Estate Provisions.

(a) **Governmental Charges.** The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, state, county, city, or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 7.19(b) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option, (i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer

fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property which is necessary to support the debt service indicated ("Minimum Assessed Value") is shown on (Sub)Exhibit G attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit G; (B) (Sub)Exhibit G sets forth the specific improvements which will generate the fair market values; assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit G.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor the agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit G.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or by any taxpayer, unless the assessed value of the Property is in excess of the Minimum Assessed Value. The term "Underassessment Complaint" as used in this Agreement shall mean a complaint seeking to increase the assessed value of the Project.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 7.19 are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds of the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions.

(c) Insurance. In addition to the insurance required pursuant to Section 11 hereof, the Developer shall procure and maintain the following insurance:

- (i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property.
- (ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

[(Sub)Exhibit "G" referred to in these Conditional Provisions constitutes (Sub)Exhibit "G" to the Redevelopment Agreement and printed on pages 6279 through 6280 of this Journal.]

(Sub)Exhibit "F".
(To Redevelopment Agreement)

SENIOR SUITES OF CENTRAL STATION - 96 UNITS
SOURCES & USES OF FUNDS
5/26/95

LHTC Amount
430,597

FNICNTLDEV6

	Projected Cost	Closing	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Reserved	Total
1 Survey	3,000	3,000	0	0	0	0	0	3,000
2 Environmental	3,000	3,000	0	0	0	0	0	3,000
3 Market Study	7,500	7,500	0	0	0	0	0	7,500
4 Soil Test	12,000	12,000	0	0	0	0	0	12,000
5 Appraisal	9,000	9,000	0	0	0	0	0	9,000
6 Land Acquisition	980,000	980,000	0	0	0	0	0	980,000
7 Title and Recording	30,000	30,000	0	0	0	0	0	30,000
8 Construction Period Insurance	35,000	35,000	0	0	0	0	0	35,000
9 Construction Cost/Perf Bond	6,198,024	0	929,704	2,169,308	2,169,308	929,704	0	6,198,024
10 Major Moveables	90,500	0	0	0	0	90,500	0	90,500
11 Food Machines	35,000	0	0	0	0	35,000	0	35,000
12 Construction Contingency	309,901	0	77,475	77,475	77,475	77,475	0	309,901
13 Construction Period Taxes	10,000	0	0	5,000	0	5,000	0	10,000
14 Construction Period Interest	47,000	0	37	5,481	16,246	25,256	0	47,000
15 Marketing	72,000	0	18,000	18,000	18,000	18,000	0	72,000
16 Model/Office	25,000	0	0	0	0	25,000	0	25,000
17 Rent-up Reserve	190,000	0	0	0	0	190,000	0	190,000
18 Legal Fees (Sponsor)	115,000	115,000	0	0	0	0	0	115,000
19 Misc. Syndication Expenses	25,000	25,000	0	0	0	0	0	25,000
20 Tax Credit Fee	13,188	13,188	0	0	0	0	0	13,188
21 Loan Application Fees	250	250	0	0	0	0	0	250
22 Accounting Fees	62,000	62,000	0	0	0	0	0	62,000
23 First Mortgage Points	30,980	30,980	0	0	0	0	0	30,980
24 Const. Period Financing Fees	10,920	10,920	0	0	0	0	0	10,920
25 Architect/Design Fees	216,500	182,375	13,531	13,531	13,531	13,531	0	216,500
26 Construction Inspection Fee	12,500	0	3,125	3,125	3,125	3,125	0	12,500
27 Developer's Fee	662,293	431,147	53,893	53,893	53,893	53,893	215,573	662,299
28 Bridge Loan Points	0	0	0	0	0	0	0	0
29 Bridge Loan Interest	0	0	0	0	0	0	0	0
30 Operating Reserve	142,512	0	0	0	0	0	142,512	142,512
TOTAL DEVELOPMENT COST	9,527,428	1,909,719	1,095,785	2,345,794	2,351,579	1,468,484	358,085	9,527,428
Sources of Funds								
Equity - Available for Construction	(2,029,246)	(949,719)	(1,079,527)	0	0	0	0	(2,029,246)
Bridge Loan	0	0	0	0	0	0	0	0
First Mortgage Loan	(1,032,000)	0	(2,712)	(391,719)	(392,883)	(244,883)	0	(1,032,000)
HOME Loan	(5,148,097)	0	(13,527)	(1,854,073)	(1,856,094)	(1,221,600)	0	(5,148,097)
Tax Increment Financing	(960,000)	(960,000)	0	0	0	0	0	(960,000)
Equity - Breakeven Reserve	(358,085)	0	0	0	0	0	(358,085)	(358,085)
Total Sources	(9,527,428)	(1,909,719)	(1,095,785)	(2,345,794)	(2,351,579)	(1,468,484)	(358,085)	(9,527,428)

APPROVAL OF ZONING EXCEPTION FOR CHANGE OF
LICENSEE AND CONTINUED OPERATION OF
TAVERN AT 2959 WEST 40TH STREET.

On motion of Alderman Stone, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of Proceedings of July 13, 1995, pages 4866 through 4868, recommending that the City Council adopt a proposed resolution which recommends approval of a zoning exception for change of licensee and continued operation of a tavern at 2959 West 40th Street.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Chateau Liquor and Gormet Food, Inc., Maria Ramirez, President, Romon Ramirez, Vice President, as licensee, filed on November 24, 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 two-story building, in an R3 General Residence District, on the premises at 2959 West 40th Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered November 24, 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 1-1."

; 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 two-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 two-story building, on premises at 2959 West 40th Street, 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, Chateau Liquor and Gourmet Food, Inc., Maria Ramirez, President, Romon Ramirez, Vice President, 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 Chicago Zoning Ordinance.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Stone, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of Proceedings of July 13, 1995, pages 4869 through 4882, recommending that the City Council pass various proposed ordinances which amend the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Stone, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

West Huron Street; a line 93.11 feet east of and parallel to North Carpenter Street; a line 179.66 feet south of and parallel to West Huron Street (or the public alley next south of and parallel to West Huron Street); and 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-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 R5 General Residence District and B4-2 Restricted Service

District symbols and indications as shown on Map No. 1-G in the area bounded by:

West Race Avenue; North Ogden Avenue; West Grand Avenue; and North Elizabeth Street,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R8 General Residence District symbols and indications as shown on Map No. 3-E in the area bounded by:

a line 108.02 feet north of and parallel to East Delaware Place; a line 50 feet west of and parallel to North Mies van der Rohe Way; East Delaware Place; and a line 150 feet west of and parallel to 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 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 C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 4-E in the area bounded by:

East 16th Street; the alley next east of South Indiana Avenue; a line 328.38 feet south of East 16th Street; and South Indiana Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Areas 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:

North Clybourn Avenue; West Concord Place; a line 321 feet east of North Sheffield Avenue; the alley next southwesterly of and parallel to North Clybourn Avenue; and North Sheffield Avenue,

to those of a B1-2 Local Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the zoning 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:

the alley next southwesterly of and parallel to North Clybourn Avenue; a line 321 feet east of North Sheffield Avenue; West Concord Place; and North Sheffield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-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 C1-1 Restricted Commercial District and B4-1 Restricted Service District symbols and indications as shown on Map No. 5-K in the area bounded by:

West Fullerton Avenue; North Kedvale Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Kilbourn 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 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 B4-2 Restricted Service District symbols and indications as shown on Map No. 6-J in the area bounded by:

West 27th Street; South Millard Avenue; a line 50 feet south of and parallel to West 27th Street; and the public alley next west of and parallel to South Millard Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-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. 7-H in the area bounded by:

the west bank of the North Branch of the Chicago River; West Fullerton Avenue; North Wolcott Avenue; the alley next north of and parallel to West Fullerton Avenue; a line from a point on the north line of that alley 37.80 feet west of the east line of North Wolcott Avenue extended north 17 degrees 30 minutes west for a distance of 222 feet; and a line extended from the north end of the last described line and parallel to West Fullerton 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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-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 C2-1 General Commercial District symbols and indications as shown on Map No. 7-N in the area bounded by:

the alley next north of and parallel to West Grand Avenue; a line 68 feet east of North Sayre Avenue; West Grand Avenue; and North Sayre 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 8-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-G in the area bounded by:

West 33rd Street; South Justine Street; a line 53 feet south of West 33rd Street; and the alley next west of and parallel to South Justine 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 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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-H in the area bounded by:

a line 149.04 feet southwesterly of the west line of South Wood Street, as measured at the northerly right-of-way line of South Archer Avenue and perpendicular to South Archer Avenue; South Archer Avenue; a line 269.96 feet southwesterly of the west line of South Wood Street, as measured at the northerly right-of-way line of South Archer Avenue and perpendicular to South Archer Avenue; and the alley next northwesterly of and parallel to South Archer 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 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-N in the area bounded by:

a line 266 feet south of West Addison Street; the alley next east of and parallel to North Harlem Avenue; a line 416 feet south of West Addison Street; and North Harlem 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 11-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 11-G in the area bounded by:

a line 143.4 feet north of and parallel to West Montrose Avenue; North Clark Street; a line 92.91 feet north of and parallel to West Montrose Avenue; and the public alley next west of and parallel to North Clark Street,

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 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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-K in the area bounded by:

a line 120 feet north of and parallel to West 48th Street; the public alley next east of and parallel to South Knox Avenue; West 48th Street; and South Knox 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 12-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in the area 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 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-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 12-N in the area 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 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 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 R3 General Residence District symbols and indications as shown on Map No. 13-H in the area bounded by:

the public alley next north of and parallel to West Ainslie Street; North Bell Avenue; West Ainslie Street; and a line 24 feet west of and parallel to North Bell Avenue,

to those of a B1-1 Local Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 R4 General Residence District symbols and indications as shown on Map No. 14-M in the area 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 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 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 R4 General Residence District symbols and indications as shown on Map No. 14-M in the area 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 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 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 R4 General Residence District symbols and indications as shown on Map No. 14-M in the area 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 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 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area 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 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 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area 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 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 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area 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,

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 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

a line 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 those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area 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 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.

AUTHORIZATION FOR LEASE EXTENSION AND AGREEMENT
WITH HOST INTERNATIONAL, INC. FOR FOOD AND
BEVERAGE SERVICES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

On motion of Alderman Burke, the City Council took up for consideration the report of a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Aviation, deferred and published in the Journal of the Proceedings of July 13, 1995, pages 4884 through 4942, recommending that the City Council pass a proposed ordinance which authorizes the execution of a lease extension and agreement with Host International, Inc. to provide food and beverage services at Chicago O'Hare International Airport.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), having a population in excess of 25,000, and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"), and possesses the power and authority to grant a lease for the use of premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, Host International, Inc. ("Host/Marriott") has been providing food and beverage services at the Airport under the lease and agreement dated as of August 1, 1961, authorized by the City Council July 28, 1961 (Council Journal of Proceedings, pages 5379 -- 5394), as amended on March 6, 1981; and

WHEREAS, The City hereby determines that continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago; and

WHEREAS, On the basis of the desire of the City to provide uninterrupted food and beverage service at the Airport on an interim basis (until the Department of Aviation completes its comprehensive long-term concession management plan), the City is willing to grant a lease extension for the period from August 1, 1994 through April 30, 1996 (with options to (i) terminate in whole or in part six (6) months early and (ii) renew for one six (6) month period) for the use of the premises to Host/Marriott and grant rights and privileges with respect to the premises, upon the terms and conditions of the Lease Extension and Agreement authorized herein; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor or his proxy is hereby authorized to enter into and execute, subject to the recommendation of the Commissioner of the Department of Aviation (the "Commissioner") and the Comptroller of the City and the approval of the Corporation Counsel as to form and legality, an Agreement with Host/Marriott (the "Agreement") in substantially the form attached hereto as Exhibit A.

SECTION 3. The Commissioner is authorized to take such actions, including the promulgation of standards, rules and regulations, for the use of the premises, as may be reasonably necessary to implement this ordinance.

SECTION 4. 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 be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".

Lease Extension And Agreement

Between

*City Of Chicago, A Municipal Corporation Of Illinois
(Through Its Department Of Aviation), Lessor*

And

Host International, Inc., A Delaware Corporation, Lessee.

This Lease Extension And Agreement is made this _____ day of _____, 1995, by and between the City of Chicago, a municipal corporation and home rule unit of local government under the constitution of the State of Illinois, acting through its Department of Aviation (hereinafter called "Lessor"), and Host International, Inc., a Delaware corporation authorized to do business in the State of Illinois (hereinafter called "Lessee").

Recitals.

Whereas, Lessor owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"), and possesses the power and authority to grant a lease for the use of premises and facilities and to grant other rights and privileges with respect thereto; and

Whereas, Lessor desires to enter into a lease and agreement with an entity for the lease and use of certain space at the Airport (the "Demised Premises") for the purpose of providing food and beverage services to the Airport; and

Whereas, Lessor had determined that continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago; and

Whereas, Lessor and Lessee have heretofore entered into a lease and agreement under date of August 1, 1961, authorized by the City Council July 28, 1961 (Council Journal of Proceedings, pages 5379 -- 5394), as amended on March 6, 1981 (the "1961 Lease"), in and by which Lessor among other provisions, granted to Lessee certain privileges on premises to be occupied and used for such food and beverage services at the Airport; and

Whereas, On the basis of the desire of Lessor to provide uninterrupted food and beverage service at the Airport, Lessor is willing to grant a lease extension for the period from August 1, 1994 through April 30, 1996 for the use of the premises to Lessee and grant rights and privileges with respect to the premises, upon the terms and conditions of this Lease Extension and Agreement; and

Whereas, Lessee represents that it is ready, willing and able to comply with the terms of this Lease;

Now, Therefore, In consideration of the mutual promises contained in this Lease, Lessor and Lessee agree that the above recitals are hereby incorporated by reference as if fully set forth herein and agree as follows:

Witnesseth That:

1. Demise. Lessor, for and in consideration of the covenants and agreements hereinafter contained, does hereby demise and lease to Lessee the space and areas hereinafter referred to as "demised premises" in the buildings referred to in Section 2 hereof at the Chicago O'Hare International Airport (hereinafter sometimes called "O'Hare Airport"), for the rent and upon the terms herein set forth.

2. Demised Premises; License of Delivery and Storage Areas. (a) Initial demised premises. The demised premises consists of all the present space and areas currently occupied and used by Lessee for restaurant operations, as hereinafter defined, including but not limited to the area shown on (Sub)Exhibit A hereto. Should the Lessor require any of Lessee's demised premises for airport development purposes during the term of this Lease Extension and Agreement, Lessor shall so notify Lessee in writing six (6) months in advance and shall provide substitute equal and comparable space at Lessor's expense.

(b) Common delivery and storage areas. Subject to the provisions of this Lease and the reasonable conditions the Commissioner of Aviation shall impose from time to time, Lessor does hereby grant to Lessee a license for the use of certain areas in the Airport, as designated from time to time by the Commissioner, solely for Lessee's delivery and storage needs related to the obligations of Lessee under this Lease.

3. Term. (a) Initial term; option. The term of this Lease Extension and Agreement shall be for the period from August 1, 1994 through April 30, 1996, with an option to extend the term for one six (6) month period, at the option of the Commissioner of Aviation by notice given prior to the expiration of the term.

(b) Holdover. In the event Lessee shall, with the consent of the Commissioner of Aviation, hold over and remain in possession of the demised premises after the expiration of the term of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create an occupancy from month-to-month on the same terms, conditions and covenants, including consideration, herein contained. In the event Lessee shall hold over without the consent of the Commissioner, Lessee shall indemnify Lessor against all damages arising out of such retention of occupancy.

4. Use. (a) Permitted Uses. The demised premises shall be occupied and used by Lessee in the locations and to the extent and manner contemplated by the (Sub)Exhibits attached to this Lease for Restaurant Operations as hereinafter defined and for such other purposes as hereinafter or hereafter may be authorized, from time to time in writing by the Commissioner of Aviation, but for no other purposes.

(b) "Restaurant Operations" defined. The term "Restaurant Operations" as used in this Lease Extension and Agreement shall mean and shall be limited to:

(1) the operation of restaurants or dining rooms for the service of food and alcoholic beverages;

(2) the operation of snack bars to serve sandwiches, hamburgers, coffee, milk, soft drinks and other items customarily sold in snack bars;

(3) the operation of cocktail lounges or fast bars for the sale and consumption of alcoholic beverages, soft drinks and food (wherever used in this Lease "fast bar" means a bar designed for quick service of alcoholic beverages, soft drinks and food);

(4) the sale of tobacco products, miscellaneous sundry food items and packaged alcoholic beverages for consumption off of the premises;

(5) the sale of boxed meals;

(6) the sale of any and all items customarily sold at retail in restaurants.

(c) Lawful Use. Lessee agrees that in its use of the demised premises Lessee will comply with all present and future valid laws, ordinances and regulations of the Federal Government, State of Illinois, County of Cook, City of Chicago and agencies thereof relating to the occupancy or use of the demised premises (including but not limited to those relating to safety and fire prevention) and that it will not use the demised premises or allow them to be used for any illegal, unsafe or immoral purposes.

5. Rent. Lessee, in consideration of the leasing of the demised premises and the performance by Lessor of the covenants and agreement herein provided to be performed by it, hereby covenants and agrees to pay rent to Lessor at the office of the City Comptroller of the City of Chicago in accordance with the following provisions:

(a) Fixed Rent. For the period from August 1, 1994 through October 31, 1994, Lessee shall pay to Lessor the following Fixed Rent:

- (1) for August, \$1,116,666.67;
- (2) for September, \$1,116,666.67; and
- (3) for October, \$1,116,666.67.

(b) Percentage Rent. For the period from November 1, 1994 through the end of the term of this Lease Extension and Agreement Lessee shall pay to Lessor a sum of money (hereinafter called "Percentage Rent") equal to eighteen percent (18%) of Lessee's and its Sublessees' Gross Receipts from Sales during each calendar year or fractional calendar year.

For any fractional calendar year after November 1, 1994 during the term Lessee shall pay to Lessor a Percentage Rent computed as above provided upon Gross Receipts from Sales during such fractional calendar year.

(c) Rent When Premises Untenantable. Lessee shall not be obligated to operate the demised premises during any time when all of the demised premises shall be untenantable through no fault or negligence of Lessee, its employees and agents. In the event the demised premises are partially untenantable through no fault or negligence of Lessee, its employees and agents the Lessee shall not be obligated to operate such part of the demised premises.

(d) Gross Receipts. The term "Gross Receipts from Sales" shall mean the sales price of all food, miscellaneous sundry food items, non-alcoholic and alcoholic beverages, tobacco, tobacco products, and other commercial items sold, and the charges made for all services performed for which a charge is made, by Lessee, or its Sublessees in or upon any part of the demised premises, including sales, if any, by vending machines owned, controlled or operated by Lessee or its Sublessees and located within the Airport on or off the demised premises, whether for cash or on credit (whether collected or not). There shall be excluded or deducted, as the case may be from "Gross Receipts from Sales" the following:

- (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales, privilege or retailer's occupation taxes now or hereafter imposed and collected by Lessee or its Sublessees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; (but this provision shall not excuse Lessee or its Sublessees from paying to governmental agencies all taxes for which it may be liable to them);
- (2) receipts from the sale of grease or other scrap material resulting from the operation of Lessee's business conducted from or at the Demised Premises;
- (3) receipts from the sale or trade in value of any equipment used on the Demised Premises and owned by Lessee;
- (4) payments made to Lessee by Sublessees for the right to sublease; (but this provision shall not relieve Lessee from its full obligation to pay to Lessor the agreed Percentage Rent on all Gross Receipts from Sales of Sublessees);
- (5) Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;
- (6) The cost or value of free meals given to persons for public relations reasons, or to employees of Lessee, employed at or serving the Demised Premises. No free meals will be furnished for public relations reasons, however, except in the manner and in keeping with the customs and practices of first-class and properly run restaurants. Whenever free meals are furnished for public relations reasons Lessee agrees to and will supply a full accounting thereof to the Lessor at the time each monthly report is made. In the event Lessor shall give notice to Lessee, within twenty (20) days after receipt of such accounting, the Lessor considers the Lessee to have rendered improper or an excessive amount of free meals for public relations reasons, then and in that event, Lessee agrees to abide by the judgment of the Lessor to the end that such portion of the free meals for public relations reasons which the Lessor considers to be improper or excessive will be determined and added to the Gross Receipts from Sales of the Lessee and for which payment will be due to the Lessor under the appropriate provisions hereof;
- (7) The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers;
- (8) The amount of any tips paid or given by patrons or customers to employees of Lessee.

(e) Rent Payments. The Percentage Rent required to be paid hereunder shall be paid monthly and shall be due and payable on the fifteenth (15th) day of the calendar month succeeding the month for which such rental installment is applicable. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease.

(f) Monthly Periods. In computing the Percentage Rent to be paid by Lessee, the monthly period shall be coextensive with the calendar month. In determining the Percentage Rent to be paid monthly by Lessee the amount thereof shall be computed on the basis of Gross Receipts from Sales accumulated from the next preceding January 1st, or in the case of the first fractional calendar year, November 1, 1994. The last monthly period, however shall commence on the first (1st) day of the last calendar month of the term and shall end on the last day of such term.

(g) License Fees. In addition to the rents above specified, Lessee shall obtain all permits and licenses required by any and all laws of any federal, state or other governmental agency and the ordinances of the City of Chicago and pay all fees therefor.

6. Books, Records and Audits. (a) Books and Records. Lessee agrees to keep full, accurate books and records in accordance with generally accepted accounting principles concerning all Gross Receipts from Sales as herein defined and to keep and preserve in the City of Chicago or at Lessee's corporate headquarters for a period of three (3) years following the end of each lease year full, complete and true records thereof. All books and records maintained by Lessee relating to Gross Receipts from Sales shall be available at all reasonable hours to the inspection of Lessor and its agents. The books and records to be kept by Lessee shall include, without limitation, true copies of all federal, state and local tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the premises by Lessee and any other persons conducting business in or from the premises. Pertinent original sales records shall include, without limitation: (i) cash register tapes, including tapes from temporary registers, (ii) serially pre-numbered sales slips, (iii) the original records of all mail and telephone orders at and to the premises, (iv) settlement report sheets of transactions with sublessees, (v) original records indicating that merchandise returned by customers was purchased at the premises by such customers, (vi) detailed original records of any exclusions or deductions from Gross Receipts from Sales, (vii) sales tax records, (viii) monthly bank statements, (ix) rental statements originated from Lessee, (x) Lessee's Weekly Distribution Summaries of Gross Receipts from Sales, and (xi) such other records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in

performing an audit of Lessee's sales. Lessee shall, or shall cause each sublessee to, record at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers having a cumulative total which shall be non-resettable.

The acceptance by the Commissioner of payments of Rent shall be without prejudice to the Commissioner's right to an examination of Lessee's and sublessee's books and records of Gross Receipts from Sales and inventories of merchandise at the Premises, in order to verify the amount of Gross Receipts from Sales made in and from the Premises. Lessee shall require all of its sublessees and any other persons doing business in or from the Premises to comply with the provisions of this Section 6.

(b) Reports. On or before the fifteenth (15th) day of each calendar month of the term, Lessee shall deliver to the City Comptroller and to the Commissioner of Aviation of the City of Chicago a statement in writing, certified by an officer of the Lessee to be correct, showing Gross Receipts from Sales during the preceding month. On or before the ninetieth (90th) day after the end of each lease year and within forty-five (45) days after the expiration or termination of this Lease, Lessee shall deliver to the City Comptroller and to the Commissioner of Aviation a certified statement prepared by Lessee's independent certified public accountants, showing Gross Receipts from Sales for the preceding lease year. Said annual statement shall include a breakdown of Gross Receipts from Sales and an opinion of an independent certified public accountant which shall include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago of Host International, Inc., for the year ended _____ relating to its operations at O'Hare International Airport pursuant to a Lease dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of _____ Dollars presents accurately and fairly the amount of Gross Receipts from Sales, as defined in the Lease, for the year ended _____."

All such reports and statements shall be prepared on a form approved by the Commissioner and shall, among other things, provide a breakdown of the Gross Receipts from Sales by category of merchandise or type of service rendered and by location and an analysis of the Percentage Rent due and payable to Lessor with respect to the period in question; provided,

however, that the audited annual statement is not required to provide a breakdown of the Gross Receipts from Sales by location. Lessee shall require all of its sublessees and any other persons doing business in or from the Premises to furnish similar statements. Lessee shall also provide the Commissioner with such other financial or statistical reports and information concerning the premises, including a rent roll, in such form as may be required from time to time by the Commissioner.

(c) Finality of Reports. Unless notice of dissatisfaction shall be served by Lessor on Lessee within three (3) years after the receipt of any statement submitted by Lessee as herein provided, such statement shall be deemed final and binding upon the parties.

(d) Lessor's Right to Audit. In the event Lessee or any sublessee shall fail to timely furnish to the Commissioner any monthly or annual statement required under this Lease or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner shall have the right (but shall not be obligated) without notice, to conduct an audit of Lessee's books and records and to prepare such statements at Lessee's expense. Moreover, in the event Lessee or any sublessee fails to timely furnish any monthly or annual statement or fails to make available its books and records, the Commissioner shall have the right to estimate the Gross Receipts from Sales from the Premises.

After providing Lessee or sublessee, as the case may be, at least twenty-four (24) hours prior verbal notice, the Commissioner may inspect the books and records of Lessee and any such sublessee. Further, at its option, the Commissioner may at any reasonable time, upon not less than ten (10) days prior written notice to Lessee or any sublessee, as the case may be, cause a complete audit to be made of Lessee's or sublessee's entire records relating to the premises for the period covered by any statement issued by Lessee. If such audit shall disclose that Lessee's statement of Gross Receipts from Sales is understated to the extent of three percent (3%) or more, Lessee shall promptly pay to Lessor the cost of said audit in addition to the deficiency (and interest thereon at the rate of eight percent (8%) per annum) which deficiency shall be payable in any event. In addition to the foregoing, and in addition to all other remedies available to Lessor, in the event that Lessee or Lessor's auditor shall schedule a date for an audit of Lessee's records and Lessee shall fail to be available or otherwise fail to comply with the reasonable requirements for such audit, Lessee shall pay all reasonable costs and expenses associated with the scheduled audit.

(e) Computerized Record Keeping and Monthly Sales Report Transmission. Notwithstanding the provisions of Section 6(a) and Section 6(b), Lessor agrees that it will not unreasonably refuse to allow Lessee to transmit its monthly (but not annual) sales reports electronically, and to maintain its books and records in computerized form, provided that:

(1) Reports of Gross Receipts from Sales. As to reports of Gross Receipts from Sales (i) monthly reports are transmitted by disc or modem transmission to Lessor's data center, in either case in a manner compatible with Lessor's computer system and approved in writing by Lessor, and (ii) print copies of such sales reports are furnished to Lessor within thirty (30) days after request (which request may be made at any time within one (1) year after the electronic reports are furnished by Lessee to Lessor); and

(2) Books and Records. As to books and records (i) Lessee's computerized books and records provide the same level of information as the print books and records described above, are retained for the full three-year record retention period provided for herein, and are made accessible for Lessor's inspection on request, and (ii) print copies of any of such books and records are made available to Lessor's agents who are engaged in inspecting Lessee's books and records, as provided herein, promptly upon request.

Consent by Lessor to either electronic transmission of Gross Receipts from Sales reports or computerized record keeping, once given, may be revoked by Lessor on not less than thirty (30) days prior written notice to Lessee if Lessee fails to comply with the foregoing requirements.

(f) Material Underpayment or Late Payment. Without waiving any other remedies available to Lessor, if: (i) Lessee made underpayments in any calendar year which exceeded five percent (5%) of the amount due in said year, or (ii) the Lessee fails to make any payments within ten (10) days of the date due, the Lessee shall pay, in addition to the amount due the Lessor, interest on the amount of underpayment or late payment at the rate of eight percent (8%) per annum. Interest on the entire sum originally due shall accrue from the date on which the original payment was due until paid in full. The provision for said payment of interest shall not constitute an authorization by Lessor of said underpayments or late payments.

7. Ownership. (a) Lessor is the sole owner of the demised premises and the permanent and leasehold improvements therein, including, without limitation, built-in freezer and refrigeration rooms, sinks, counters and bars.

(b) Permanent and Leasehold Improvements. Any future permanent and leasehold improvements made to the demised premises shall become the sole property of the Lessor progressively as built.

8. Fixtures and Decoration. Lessee shall, at its expense, furnish the equipment and fixtures and all personal property necessary or convenient for the operation of restaurants, bars, and the other businesses to be

conducted by Lessee from or at the demised premises. Equipment, fixtures and personal property to be furnished by Lessee shall include but not be limited to: stoves, refrigerators, freezers, dish washers, cooking utensils, silverware, linens, dishes, dining room tables, chairs, coffee makers, meat slicers, cream dispensers, toasters, deep fryers, coffee warmers, malted milk machines, roll warmers, store room equipment, scales, office equipment, draperies, carpets, and other interior furnishings.

Lessee shall not suffer or permit any mechanic's liens to be filed against the demised premises or the leasehold estate hereby created, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or any Sublessee or suffer or permit any other lien to attach to the demised premises or any part thereof or the leasehold estate hereby created.

The Lessee shall have the right at any time and from time to time during the term of this Lease to remove any fixtures, equipment or personal property it may erect or install or use in the demised premises pursuant to this Section 8 subject, however, to any valid lien which Lessor may have thereon; and provided, that upon removal of any fixtures, equipment or other personal property, the Lessee shall restore the premises to a condition satisfactory to the Commissioner of Aviation and provided further, the Lessee shall at all times at its expense maintain adequate and first-class fixtures and equipment and other personal property installed and in operation in the demised premises to fully service the needs of the traveling public and to comply with all the other provisions of this Lease.

9. Possession. Subject to the terms and conditions of this Lease, the demised premises are now and shall remain in the exclusive possession of Lessee.

10. Opening for Business. Lessee has commenced its restaurant operations in the demised premises.

11. Sale of Food and Beverages. (a) Restaurant Operations. Lessor hereby confers upon the Lessee the non-exclusive right to sell from the demised premises all of the food and alcoholic and non-alcoholic beverages hereinbefore specified in Section 4 of this Lease Extension and Agreement.

The foregoing covenants of this Section 11 are subject to the following exceptions and limitations:

(i) The provisions of Section 32 of this Lease concerning subordination and compliance.

(ii) The provisions of Section 11(b) concerning vending machines to the extent hereinafter set forth.

(iii) Nothing in this Lease Extension and Agreement shall be construed as conferring any exclusive rights to Lessee, other than the exclusive right to use the demised premises as described in Section 11(c).

(b) Vending Machines. Lessor and Lessee acknowledge that during the term of this Lease Extension and Agreement Lessor reserves the right to operate, or grant to any person other than Lessee the right to operate vending machines in any area outside the demised premises in its sole discretion for any purpose.

Lessee shall not have the right to operate any vending machines whatsoever, whether food or otherwise, within the demised premises or elsewhere at O'Hare Airport; provided, however, Lessee agrees that it will furnish and operate vending machines for food only in any and all locations and in such numbers as the Commissioner of Aviation may designate in writing from time to time during the term of this Lease.

(c) Exclusive Possession. Lessor agrees that Lessee, performing its obligations hereunder, shall to the extent provided under this Lease be entitled to and shall have the exclusive possession and enjoyment of the Premises, but solely for the purpose of carrying out the operations permitted under this Lease, to the extent of and subject to the provisions of this Lease.

12. Services to be Offered by Lessee. (a) Hours of Service. Subject to the provisions of this Section 12, Lessee agrees to keep open to the public and operate at all times during the term of this Lease restaurant operations in each of the facilities shown on the attached (sub)exhibits and any additional restaurant operations authorized by the Commissioner of Aviation under this Lease. Lessee shall provide reasonable and adequate service of food and non-alcoholic beverages, during twenty-four (24) hours each day and during the hours from time to time permitted by law shall provide reasonable and adequate service of alcoholic beverages. In addition, Lessee shall comply with the performance standards set forth in (Sub)Exhibit B hereto. Notwithstanding anything to the contrary which may be contained in this section, Lessee agrees to keep open at all times during the term of this Lease on a twenty-four (24) hour-a-day basis the coffee shop on the upper level of Building No. 6. Lessee agrees that the restaurant operations shall be open and operated during such number of hours and on such days of the week as may be specified from time to time in writing by the Commissioner of Aviation in his sole discretion in order to fully and completely satisfy the requirements and convenience of the public. Lessee shall be excused from operating in the demised premises at any time during the term of this Lease when Lessee is so prevented by strikes, fires, labor troubles, needed repairs, the default of Lessor, inability to procure food, or other causes beyond the reasonable control of Lessee.

(b) Prices. (1) The prices to be charged by Lessee from time to time for food, beverages, including alcoholic beverages, tobacco and tobacco products, miscellaneous sundry food items and merchandise shall be fixed solely by Lessee, provided, however, such prices and quality of service may vary in the various facilities to be operated by Lessee but in each case the prices shall be reasonable and quality of service shall be commensurate with the quality of services furnished in first-class major airports in the United States.

13. Public Access to Facilities. Lessor and Lessee each covenants and agrees that at all times the public shall have easy, convenient, and unobstructed access to the demised premises and the use of all facilities of Lessee provided for by this Lease Extension and Agreement.

14. Display of Merchandise. Lessee shall have the right to display merchandise and to install display advertising in the demised premises subject to the approval from time to time of the Commissioner of Aviation.

15. Utility Services. At all times during the term of this Lease Extension and Agreement, Lessor shall furnish in and to the demised premises, at no cost to Lessee, heat, ventilation and air conditioning at levels comparable to those provided during 1994 in the demised premises. Any supplemental heating, ventilation and air conditioning as may be required by Lessee shall be the responsibility and expense of Lessee.

Lessee shall pay for all energy in the form of hot water and for water which it may use and pay Lessor therefor at the same rates charged by Lessor to other comparable tenants at the Airport. All bills for utility services furnished to Lessee by Lessor, if any, shall be paid promptly by Lessee. Lessee also agrees to pay when due all bills for utility services furnished directly to Lessee by utility companies and used by Lessee for Lessee's purposes on or about the demised premises. The obligation of Lessor to furnish utility service, which Lessor may from time to time have agreed to furnish to Lessee, shall be excused during any period when Lessor shall be prevented from furnishing such service by strikes, fires, labor troubles, accidents, inability to procure fuel or other cause beyond the reasonable control of Lessor and while Lessor shall in good faith be in the process of making necessary repairs to apparatus or equipment necessary for the furnishing of such service. Lessor shall not be liable to Lessee in damages or for abatement of rent (except insofar as Percentage Rent may be affected) on account of the failure to supply utility services so long as Lessor shall promptly and in good faith commence and proceed with the restoration of such services. If during the term of this Lease Extension and Agreement the Lessor shall establish fees or charges for the use of the airport sewage system, such fees or charges shall be acceptable to the Lessee at the same rates or charges established for other comparable airport users.

Lessee agrees that it shall not assert against Lessor, its officers, officials, agents and employees, any claim, suit or request for reimbursement for damages arising out of or in any way relating to Lessor's provision of utility service under the 1961 Lease or under this Lease, including without limitation, heat, ventilation, air conditioning, energy, water and sewage.

16. Maintenance. (a) By Lessor. Lessor shall at all times maintain in good order and repair all central heating, ventilating and air conditioning equipment, pipes and conduits, both inside and outside the demised premises. Lessor shall at all times maintain in good order and repair all trunk sewers in so far as such sewers are outside of the demised premises to the points of entry into the demised premises.

(b) By Lessee. The Lessee agrees to provide the necessary management and labor, and continuously maintain the demised premises, including all operating equipment, utility services and connections on the demised premises, janitorial and custodian services, trash and garbage removal services and any and all other related services necessary to maintain the demised premises in good, safe, sanitary condition and repair throughout the term of this Lease Extension and Agreement, ordinary wear and tear excepted. Lessee shall be responsible for painting and decorating the interior of the demised premises and maintaining its equipment and fixtures, furnishings and other property in good condition and repair. In the event that said premises and all of said property shall not be kept by Lessee as herein required, Lessor may enter said premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of the demised premises by Lessee) and may cure the default of Lessee. Should such event occur, Lessee agrees to pay Lessor in addition to the rent hereby reserved all reasonable costs and expenses incurred by Lessor in curing such default. Such maintenance shall be at the Lessee's sole expense and will be subject to general inspection by the Lessor to insure a continuing quality of maintenance and appearance and physical condition of the demised premises commensurate with maintenance, health, and safety standards established by the Lessor for airport tenants.

17. Repairs. (a) By Lessor. Lessor, at Lessor's expense, shall make all exterior and structural repairs (not made necessary by the fault of Lessee) to the demised premises, all central heating, ventilating and air conditioning equipment serving the demised premises and the building of which such premises are a part and in addition the necessary repairs to all wires, pipes, conduits and other equipment or facilities for supplying heat, light, power, hot and cold water services to the premises all drainage and waste pipes or facilities leading from the premises, and those portions of all utility lines supplying said premises which are located outside premises unless such utility lines are maintained or repaired by utility companies. The provisions of this paragraph shall be complied with by Lessor when necessary from time to time, but Lessor shall not be liable to

Lessee for damages or for abatement in rent on account of Lessor's failure to perform the work required of Lessor hereunder unless and until Lessee shall have notified Lessor (such notice to be confirmed in writing) of the necessity of the performance of such work, and Lessor shall have had a reasonable time to so perform.

(b) By Lessee. Lessee shall keep all equipment and fixtures, furnishings and other property installed by it in good condition and repair, ordinary wear and tear excepted.

18. Alterations. Lessee shall have the right to make such alterations to the demised premises as Lessee shall elect, provided that Lessee shall not make structural alterations without the prior written consent of the Commissioner of Aviation, and provided further that all alterations to the demised premises as Lessee shall elect to make shall be in conformity with the general architectural criteria established by the Lessor for the said airport and shall be in keeping with the design criteria of the buildings in which such alterations may be made.

19. Insurance. The Lessee shall procure and maintain at all times, at Lessee's own expense, during the term of this Lease, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Lease:

The kinds and amounts of insurance required are as follows:

- (a) Workers' Compensation And Occupational Disease Insurance.

Workers' 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 Lease. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

- (b) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Premises/operations, products/completed operations, independent contractors, contractual liability and broad form property damage coverages are to be included. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising from this work.

(c) Automobile Liability Insurance.

When any motor vehicles (non-owned and hired) are used in connection with work to be performed, Lessee 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 of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(d) Dram Shop.

When any alcoholic beverage is served at the Premises, Lessee shall supply Dram Shop Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, or such higher limits as may be required by law. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis. (No alcoholic beverages may be served unless all required permits have been obtained).

(e) All Risk Property Insurance.

Lessee shall maintain all risk property insurance coverage for the demised premises, leased space, and improvements and betterments, and Lessee's material, equipment, fixtures and contents in the amount of the full replacement cost thereof. Lessee shall be responsible for any loss or damage to any personal property of Lessee incurred during the term of this Lease. The City of Chicago is to be named as an additional insured and loss payee with respect to the insurance covering the improvements and betterments.

(f) General.

(i) Lessee will furnish the City of Chicago, Department of Purchases, Contracts and Supplies, Aviation Unit, AMF-O'Hare, CFO-Building F, P.O. Box 66551, Chicago, Illinois 60666, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. Lessee shall submit evidence of insurance on the Acord Certificate of

Insurance prior to execution hereof. The failure of the Lessor to obtain such evidence from Lessee before permitting Lessee to commence work shall not be deemed to be a waiver by Lessor, and Lessee shall remain under continuing obligation to maintain the insurance coverage.

(ii) The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of this Lease is satisfactorily completed. Failure to carry or keep such insurance in force may constitute a violation of this Lease, and Lessor maintains the right to stop work until proper evidence of insurance is provided.

(iii) The insurance shall provide for sixty (60) days prior written notice to be given to Lessor in the event coverage is substantially changed, canceled or non-renewed during the term of this Lease.

(iv) The Lessee shall require all sublessees and subcontractors to carry the insurance required herein, or Lessee may provide the coverage for any or all sublessees and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

(v) Any and all deductibles on referenced insurance coverages shall be borne by Lessee and its sublessees and contractors.

(vi) Lessee expressly understands and agrees that any insurance coverages and limits furnished by Lessee shall in no way limit Lessee's liabilities and responsibilities specified within this Lease or by law. Lessee shall advise all insurers of the Lease provisions regarding insurance. Failure of Lessee to notify insurers shall not relieve Lessee from its obligations under this Lease.

(vii) Lessee expressly understands and agrees that any insurance or self-insurance programs maintained by Lessor shall apply in excess of and not contribute with insurance provided by Lessee under this Lease. Lessee's insurance shall contain cross liability and apply separately to Lessor.

(viii) If Lessee, or its sublessees or subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, Lessee and its sublessees or subcontractors, shall be responsible for the acquisition and cost of such additional protection.

(ix) Lessor maintains the right to modify, delete, alter or change the requirements of this section, with Lessee's approval, which shall not be unreasonably withheld.

20. Fire or Other Casualty; Eminent Domain. (a) Fire or Other Casualty. In the event the demised premises or the building of which the demised premises are a part shall be damaged or destroyed by fire or other casualty, Lessor shall not be obligated to repair or rebuild same nor to repair or rebuild any fixtures, equipment and other property installed or located in the demised premises by Lessee.

In the event of any damage or destruction by fire or other casualty to the demised premises Lessee shall immediately at its expense replace and repair any and all fixtures, equipment and other property installed by it pursuant to the 1961 Lease or this Lease.

(b) Eminent Domain. If the whole or any part of any of the Airport or the premises shall be taken by federal, state, county, or other authority for public use, or under any statute, or by right of eminent domain, Lessee shall not be entitled to any part of any award that may be made for such taking nor to any damages and shall assign any award which it receives to Lessor. If all of the Airport or a substantial part thereof, including the entire premises, shall be taken, the term of this Lease shall end upon the earlier of the date when possession shall be required by the condemning authority or the effective date of the taking. If any eminent domain proceeding shall be instituted in which it is sought to take any part of the Airport or the premises (other than a taking described in the prior sentence), Lessor shall have the right to terminate this Lease upon not less than thirty (30) days written notice to Lessee prior to the date of termination designated in said notice. In the event of termination of this Lease pursuant to either of the preceding sentences, the Rent accrued to the termination date shall be payable to the date of termination.

21. Taxes. (a) Real Estate Taxes. Lessor shall pay any and all taxes or special assessments which may be levied or assessed upon the demised premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Lessee located on or pertaining to such demised premises. Lessee shall pay all taxes on its own personal property and leasehold.

(b) Licenses and Permit Fees. The cost of necessary licenses and permits shall be paid by Lessee.

22. Signs. Lessee shall not attach, affix or permit to be attached or affixed upon the inside or outside of the demised premises, without the consent in writing of the Commissioner of Aviation of the City of Chicago, first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae or fixtures.

23. Removal; Lessor Options. (a) For purposes of this Section 23, "Equipment" means: all equipment and fixtures and personal property installed or located within the demised premises by Lessee (but not (i) pipes, conduit and wiring which Lessee may have installed and which may be affixed to or imbedded in walls, ceilings or floors and (ii) permanent and leasehold improvements owned by Lessor), and whether or not such equipment shall be deemed real or personal property.

(b) Lessor shall have the option from time to time, by notice in writing from the Commissioner of Aviation to Lessee of at least sixty (60) days (which notice may be given at any time during the term of this Agreement), to terminate this Lease with respect to any one or more self-contained restaurant, food or beverage facilities (each a "Location"); provided, however, that no such termination date shall be prior to November 1, 1995.

(c) Upon the termination of this Lease or any Location in whole or part by lapse of time or otherwise, including Lessee's default, Lessor (or its designee) shall have the option, by notice in writing from the Commissioner of Aviation to Lessee of at least thirty (30) days prior to the termination date or prior to the Lease expiration date, as the case may be (except that no advance notice is required in the case of termination due to Lessee's default), to purchase any one or more pieces of Equipment (except for Equipment that Lessee is prohibited by license or franchise agreements from selling) at a price equal to the fair market value* of such Equipment. The price shall be paid to Lessee on the later to occur of the following: (i) the date that Lessee relinquishes the ownership of such Equipment free of all liens, security interests and encumbrances; (ii) the date this Lease expires with respect to the corresponding location; or (iii) forty-five (45) days after the price has been determined.

* In the event of a dispute regarding the fair market value of the equipment, fixtures and personal property to be transferred from Lessee upon termination pursuant to the proceeding paragraph, Lessee and Lessor (or its designee) shall each hire independent appraisers at their own expense. If such appraisers do not agree as to the fair market value of the equipment, fixtures and personal property to be transferred, then Lessor shall appoint a third appraiser whose determination shall be binding upon the parties.

(d) Lessee shall remove all Equipment that Lessor has not opted to purchase pursuant to Section 23(c) within fifteen (15) days following termination or expiration, unless (i) the Commissioner of Aviation agrees in writing to allow Lessee to abandon such Equipment (which allowance may be as to all or part of the Equipment); or (ii) Lessee has sold such Equipment to a successor concessionaire(s).

24. Assignment and Subletting. (a) Lessee shall not assign or otherwise transfer this Lease and its rights hereunder, in whole, except with the prior written consent of Lessor, or in part, except with the prior written consent of the Commissioner of Aviation, which may be withheld in his or her sole discretion; provided, however, the foregoing shall not prevent the assignment of this Lease and of Lessee's rights hereunder to any corporation into or with which Lessee may merge or consolidate, or which may succeed to the business and assets of Lessee provided that no such assignment shall release Lessee from its obligations in this Lease Extension and Agreement contained. Before any such assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Lease during the remainder of the term hereof. Lessee shall not sublease all or any part of the demised premises or permit any other persons to use or occupy the demised premises without the Commissioner's approval, which may be withheld in its sole discretion. Lessee shall cause all subleases to contain a provision stating that the sublease is subject to the provisions of this Lease, that the Sublessee shall comply with the provisions hereof and that the sublease shall be coterminous with this Lease unless Lessor otherwise elects.

(b) Existing Subleases. Lessor hereby consents to Lessee's existing sublessees set forth in (Sub)Exhibit C hereto. As provided in Section 24(a), any replacement of a sublessee or change in the character of said sublessee's business is subject to the prior approval of the Commissioner of Aviation.

25. Defaults. In any of the following events Lessor, at any time hereafter, shall have the right at Lessor's election immediately to terminate this Lease Extension and Agreement:

(a) Failure to pay rent. In the event Lessee shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Lessee;

(b) Violation of Covenant. In the event Lessee shall fail to keep and perform or shall violate the terms, covenants and conditions of this Lease Extension and Agreement on its part to be kept and performed,

and Lessee shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Lessee (except that Lessee shall have such additional time to cure or correct such failure or violation as any act described in Section 30 hereof may require);

(c) Insolvency. If Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a Receiver or Trustee shall be appointed for Lessee or the interest of Lessee under this Lease;

(d) Abandonment. In the event Lessee shall vacate or abandon all or any part of said premises, or shall permit the same to remain vacant or unoccupied without the consent of Lessor first had and obtained.

26. Remedies. (a) Repossession by Lessor. Upon the occurrence of any one or more of the events of default specified in Section 25 hereof Lessee's right to possession of the demised premises (or at Lessor's option the part of the premises associated with the default) shall terminate and Lessee shall surrender possession thereof immediately. In such event Lessee hereby grants to Lessor or its designee full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises, or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary; and Lessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of such termination or any act incident thereto.

(b) Damages. (1) General. In addition to terminating this Lease Extension and Agreement Lessor may sue for and recover all damages and rent accrued or accruing under this Lease Extension and Agreement or arising out of any breach thereof. For purposes of calculating the amount of damages payable on account of Percentage Rent, the amount shall be pro rata based on average daily Gross Receipts from Sales for the previous full calendar year for each affected location. Damages include without limitation, costs, charges and expenses incurred by Lessor in the enforcement of its rights and remedies under this Lease or as the direct or indirect result of the breach of the provisions of this Lease, including without limitation (i) court costs, (ii) attorney's fees and (iii) costs

associated with the transition to a new operator or operators of the premises (for example, repairs, alterations, additions, equipment and leasing brokers).

(2) Liquidated Damages. Lessee further acknowledges that failure on its part to comply with the provisions of this Lease would cause Lessor substantial damages, a portion of which may be ascertainable but another portion of which relative to loss of services to Airport visitors and loss of good will as a result of interferences with the delivery of the services, the provision of which is one of the key purposes of this Lease, might be difficult or impossible to prove or quantify. Accordingly, the parties have agreed that (i) if any portion of the premises is not being operated during the term of this Lease in accordance with Section 12(a) of this Lease, (ii) such failure has a material adverse impact on the level of performance at any or all locations of the premises and (iii) after receipt by Lessee of notice of such failure from Lessor, Lessee shall not have cured or corrected such failure within the time periods described in Section 25(b), then, in addition to all other remedies that the Lessor or the Commissioner of Aviation may have at law or in equity, Lessee shall pay Lessor, as liquidated damages in connection with said loss of services and good will, an amount equal to \$0.55 per square foot of affected space per day. The term "affected space", as used in the previous sentence, shall be limited to the square footage of the individually conceived food and beverage operation. For example, a failure of Lessee to open and operate a "Starbucks Kiosk" shall cause Lessee to be subject to liquidated damages only with respect to the Starbucks Kiosk. Such liquidated damage payment shall continue from the date of receipt of such notice until the earlier of (i) the date such breach is cured, (ii) the date the affected portion of the premises are deleted from this Lease, or (iii) the date of termination of this Lease. Said liquidated damages shall be paid monthly.

(c) Other Remedies. Lessor may, if it so elects, pursue any other remedies provided by law for the breach of this Lease Extension and Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

(d) Removal of Property. Any and all property which Lessee fails to remove or which may be removed from the demised premises by Lessor pursuant to the provisions of this Lease or of law, may be handled, removed or stored by Lessor at the sole risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor upon demand any and all expenses incurred in the removal of said property and all storage charges against such property together with interest at the rate of eight percent

(8%) per annum, as long as the same shall be in Lessor's possession or control.

(e) Access. Lessee shall allow Lessor, its officers, agents or employees free access to the demised premises for the purpose of examining the same to ascertain if they are in a safe, sanitary and slightly condition and good repair, to make repairs, renewals or restorations to the extent required to be made by Lessor under other sections of this Lease Extension and Agreement or otherwise desired by Lessor and at all times to exhibit the same to prospective tenants, and for the last mentioned purposes, to place in and upon said premises notices of "For Rent" ninety (90) days prior to the final expiration of the term of this Lease or any extension thereof.

27. Waiver of Default. The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

28. Effect of Demands. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the demised premises.

Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

29. Addresses. (a) Lessor. In every case where under the provisions of this Lease it shall be necessary or desirable for Lessee to give to or serve upon Lessor any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

Commissioner of Aviation
Chicago O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666

With Copy Of Said Notice Or Demand To:

City Comptroller
City of Chicago
City Hall, Room 501
Chicago, Illinois 60602

(b) Lessee. In every case where under the provisions of this Lease it shall be necessary or desirable for Lessor to give to or serve upon Lessee any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

Host International, Inc.
10400 Fernwood Road
Washington, D.C. 20058
Attention: Association General Counsel
Host/Marriott Operating Group
Department 72/923.00

30. Force Majeure. The performance of all covenants herein contained (except for the payment of rent which shall be paid as and when provided in Section 5 of this Lease), and particularly those contained in Sections 12 and 15 hereof, shall be postponed and suspended during such period as the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of Lessor or Lessee.

31. Miscellaneous. (a) Not Joint Venture. It is mutually understood and agreed that nothing contained in this Lease Extension and Agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

(b) Duty of Impartiality. The Lessee shall observe, and shall require all its employees and agents to observe, a strict impartiality as to quantities and services, and in all circumstances Lessee shall exercise, and shall require its employee and agents to exercise, courtesy and consideration in their relations with the public.

(c) Rules and Regulations. Lessee shall observe and obey all rules and regulations applicable to comparable Airport users, which may from time to time during the term of this Lease be promulgated by the Commissioner of Aviation or other lawful authority for the care, operation, maintenance and protection of the Airport.

(d) Right of Access. Lessor hereby grants to Lessee the right of access and ingress to and egress from the demised premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress are at all times exercised in conformance with any and all regulations promulgated by the Commissioner of Aviation, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public and applicable to all users of said Airport.

(e) Development of Business. Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease Extension and Agreement and increase same, and not to divert or cause, or allow to be diverted any business from said Airport.

(f) Risks. The Lessee shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport, and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence, or improper conduct of the Lessee or any of its agents or employees.

(g) Right of Inspection. Operations to be conducted by the Lessee under this Lease shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services commensurate with the standards provided for in this Lease.

(h) Definition of "Persons". The term "persons" as used in this Lease Extension and Agreement includes individuals, partnerships, corporations and any other legal entity.

(i) Definition of "Commissioner of Aviation". The "Commissioner of Aviation" shall mean the Commissioner of Aviation of the City of Chicago

(or if at any time the present jurisdiction of the Commissioner of Aviation over maintenance and operations at the O'Hare Airport shall be transferred to some other department or office, then the head of such department or office) and his duly authorized assistants.

(j) Cooperation. During any transition from the operation of all or part of the premises by Lessee to the operation thereof by Lessor or its designee, Lessor shall perform such acts and execute and deliver such further documents and instruments, including bills of sale, which may be necessary or appropriate, and to generally cooperate to fully effect the termination of the relationship of the parties as set forth in this Lease and to assure a successful transition of the restaurant operations. Lessee acknowledges the necessity and importance of a smooth and efficient transition in order to assure that at all times services at least equivalent to those provided by Lessee are available at the Airport.

(k) (Sub)Exhibits. All (Sub)Exhibits attached hereto are incorporated herein by reference.

32. Subordination; Compliance. (a) Subordination to federal and state Agreements with City. This Lease Extension and Agreement shall be subject and subordinate, to (1) any existing or future federal or state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of O'Hare Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, construction, operation, or maintenance of said Airport;

(2) any lease and agreement heretofore or hereafter executed by Lessor with Air Lines operating at O'Hare Airport;

(3) Lessee shall have no rights under Section 11 or otherwise in any landing areas, aircraft taxiways and aircraft parking aprons or ramps;

(4) the provisions of a Deed from the United States to the City of Chicago appearing as Document No. 13747964 in Book of Records 40999, pages 58 -- 63 recorded on March 22, 1946, in the Office of the Recorder of Deeds, Cook County, Illinois, a Release executed by the United States in favor of the City of Chicago recorded on July 15, 1958, as Document No. 17260008, Book of Records 56345, page 1 in the Office of the Recorder of Deeds, Cook County, Illinois, and other existing agreements and leases between Lessor and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

(b) Non-Discrimination. (1) Federal Requirements. It shall be an unlawful employment practice for the Lessee: (1) to fail or refuse to hire or to discharge any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Lessee shall comply with the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et seq. 1981, as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Sections 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Sections 793 -- 794 (1981); Americans with Disabilities Act, P.L. 101 -- 596; and 41 C.F.R. Part 60, et seq. (1990).

(2) State Requirements. The Lessee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause 5 Ill. Admin. Code §750 Appendix A. Furthermore, Lessee shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq., as amended.

(3) City Requirements. Lessee shall comply with the Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Code. Further, Lessee shall furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(4) Subcontractors. The Lessee agrees that all of the above provisions, (1), (2) and (3), will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, contractors and subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

(5) Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, page 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, page 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, Health, Education, and Welfare and most particularly

Department of Transportation, Title 49, Code of Federal Regulations, Part 21; and Part 23; 45 FR 21172, March 30, 1980, as supplemented by FR 45281, July 3, 1980; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881 -- 887, inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4, inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856, inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24, inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, page 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

(6) To demonstrate compliance, Lessee and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

(c) Disadvantaged Business Enterprises. Lessor is committed to enhancing the opportunities of disadvantaged business enterprises. Accordingly, the Additional Special Conditions Regarding Disadvantaged anything contained herein to the contrary, the D.B.E. Concession Goal for this Agreement is the continual operation of the locations currently occupied by the D.B.E.s described in (Sub)Exhibit C by D.B.E.s, and the Specific Concession Agreement D.B.E. Goal is sixteen percent (16%) of purchases of goods and services Lessee may require for its restaurant operations. Lessee commits to satisfy these goals and shall indicate all D.B.E.s identified at this time in the appropriate schedules included in (Sub)Exhibit D. The performance of Lessee regarding the Specific Concession Agreement D.B.E. Goal shall be reviewed by the parties on or about May 1, 1995. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F. Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of an concessions agreement covered by 49 C.F.R. Part 23, Subpart F. Lessee agrees to include the above statements in any subsequent contracts that it enters into with sublessees and contractors and cause those businesses to similarly include the statements in further agreements.

(d) Department of Transportation. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which services the public. Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the

furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Lessee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

(e) Airport Security Act. This Lease is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101 -- 604) ("Airport Security Act"), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that the Lessee, any individual employed by the Lessee, or its subcontractors, in the performance of this Lease, has: (i) unescorted access to secured areas located on or at the Airport; or (ii) capability to allow others to have unescorted access to such secured areas, the Lessee shall be subject to, and further shall conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner or the F.A.A. may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, the Lessee shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the City. The Lessee shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City, perform the Lease in compliance with those guidelines developed by the City and the F.A.A. with the objective of maximum security enhancement. The drawings, plans and specifications provided by the Lessee under the Lease shall comply with those guidelines for airport security developed by the City and the F.A.A. and in effect at the time of the submittal thereof.

(f) Notice of Potential Violations of Laws. Lessee shall immediately advise the Lessor in writing of: (1) any notices received by the Lessee from any federal, state or local governmental agency or regional office thereof of the violation or potential violation or (2) any inquiry regarding any such potential violation by the Lessee of any applicable laws.

(g) Environmental Requirements. (1) Definitions. For the purposes of this subsection, "Hazardous Materials" shall mean substances defined as "hazardous substances", "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended 42 U.S.C. 9601, et seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1802; Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. and Toxic Substance Control Act of 1976, as amended, 15 U.S.C. 2601, et seq., and all other applicable federal, state and local laws and ordinances and any regulations adopted or promulgated pursuant thereto. "Hazardous Materials" also shall include petroleum fuels, lubricants, asbestos, PCBs, or ureafoam insulation which have been discarded, spilled or otherwise released into the environment, and waste materials which contain such.

(2) Lessee Compliance. Lessee hereby represents, warrants and covenants to Lessor that no Hazardous Materials shall be introduced into the Airport or the premises by Lessee or its sublessees, contractors, employees or invitees other than those normally utilized in restaurant operations including, but not limited to, Hazardous Materials which may be contained in cleaning solutions or products, but only so long as such materials are utilized, stored or present in accordance with applicable federal, state and local laws, ordinances and regulations. Lessee further covenants that, to the extent it is subject to the reporting requirements of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001, et seq., it shall not introduce Hazardous Materials into the Airport or onto the premises in such quantities or of such nature as to require reporting under that Act. Lessee further covenants that it shall not generate hazardous waste in such quantities as to exceed the maximum permissible quantities allowed a small quantity generator under the Federal Resource Conservation and Recovery Act, as amended, and any hazardous waste will be removed in accordance with applicable law.

(3) Records. Lessee shall maintain for the entire term of this Lease one copy of every record required by any applicable environmental law, agency or permit, regardless of any shorter period of time such law, agency, or permit may require for the maintenance or retention of such records, and shall have the right to require production of such records upon twenty-four (24) hours notice at the premises to inspect, and at Lessor's expense, to make copies of such records.

(4) Notice. Lessee shall notify Lessor immediately upon the receipt of notice of any violation, citation, or enforcement action involving Lessee's operations on the premises or the Airport under any applicable environmental law, and Lessee shall also notify Lessor immediately upon the occurrence of any spill, accident, or injury involving Hazardous Materials on the premises or the Airport which would have any Adverse Environmental Impact on the premises. For purposes of this Article, an "Adverse Environmental Impact on the premises" shall have occurred to the extent that: (i) the premises or any part thereof would be in current violation of any applicable environmental law; (ii) there is a release or threat of release of Hazardous Materials; (iii) liability could be imposed upon Lessor or Lessee by any governmental authority or other third party as a result of the presence of Hazardous Materials which were brought onto the Airport and/or the premises by Lessee or its sublessees, contractors, employees, or invitees; or (iv) reporting, investigative or corrective action may be required by any governmental authority to be undertaken at the premises.

(5) Audit. Lessor may request Lessee to cause to be prepared a report by a nationally-recognized environmental consulting firm mutually approved by the parties, based on an environmental audit of the premises conducted by such consulting firm to determine whether Lessee is in

compliance with this subsection. If such audit shows that Lessee is not in substantial compliance with this section, the cost of such audit shall be borne entirely by Lessee. Otherwise, the cost of such audit shall be borne entirely by Lessor.

(6) Liability. Lessee hereby agrees to indemnify, defend and hold harmless Lessor, its officials, employees, and contractors against any claims, actions, administrative proceedings, judgments, damages, penalties, and liabilities, including, but not limited to, reasonable attorneys' fees and consultant fees resulting from the breach of representations, warranties and covenants under this subsection or from the presence of Hazardous Materials which are brought into the Airport or the premises (or any part thereof) by Lessee or its sublessees, contractors, employees, or invitees in any manner or quantity which would have an Adverse Environmental Impact on the premises, which indemnity shall survive the termination hereof.

33. No Liability of Lessor. Lessor shall not be liable to Lessee, or to Lessee's agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction, or operation of said O'Hare Airport, its appurtenances, facilities and equipment, or caused by any third persons using said Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over said Airport, whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States of America, State of Illinois or any of their agencies and all persons other than the City of Chicago.

34. Lessor Authority. Except as to the demised premises the Lessor reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter said O'Hare Airport and any portion thereof, including the buildings in which the Demised Premises are located, in such manner as Lessor sees fit, regardless of the desires or views of the Lessee.

35. Inurement. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. This paragraph shall not be deemed to authorize Lessee to make an assignment of its interest in this Lease except as hereinabove expressly provided for.

36. Headings. The descriptive headings appearing upon this Lease and Agreement are for convenience only, and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

37. Execution. The execution of this Lease on behalf of Lessor is authorized by an ordinance passed by the City Council of the City of Chicago on _____, 1995, Council Journal of Proceedings, pages

_____ and on behalf of Lessee by a resolution of its Board of Directors at a duly called meeting at which a quorum was present and assented to its passage.

38. Entire Agreement. Except as specifically otherwise provided in Section 15, the Lease Extension and Agreement contains all the terms, covenants, conditions and agreements between Lessor and Lessee relating in any manner to the use and occupancy of the Demised Premises on and after August 1, 1995. No prior or other agreement or understanding pertaining to the same, including specifically the 1961 Lease, shall be invalid or of any force and effect for the term hereof. No representations, inducements, understanding or anything of any nature whatsoever made, stated or represented by Lessor or anyone acting for or on Lessor's behalf, either orally or in writing, have induced Lessee to enter into this Lease and Lessee acknowledges, represents and warrants that Lessee has entered into this Lease under and by virtue of Lessee's own independent investigation.

In Witness Whereof, The City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Host International, Inc. has caused this Agreement to be executed on its behalf by its _____ and its corporate seal to be hereunto affixed and attested by its _____, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest:

City of Chicago

City Clerk

By: _____
Mayor

Approved:

By: _____
City Comptroller

By: _____
Commissioner of Aviation

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel
City of Chicago

By: _____
Title: Host International, Inc.

Host International, Inc.,
a Delaware corporation

By: _____
Title: _____

Attest:

By: _____
Title: _____

[(Sub)Exhibit "A" referred to in this Lease Extension and
Agreement printed on page 6357
of this Journal.]

(Sub)Exhibits "B", "C" and "D" referred to in this Lease Extension and
Agreement read as follows:

(Sub)Exhibit "B".
(To Lease Extension And Agreement)

Standards Of Performance (Section 12).

Performance Standards shall be as follows during the term of the Lease Extension and Agreement:

1. Lessee shall provide an adequate number of employees on each shift to assure high standards of public service and satisfactory operation and maintenance of Demised Premises at all times. In light of the heavy peak period operations in the afternoons at the Airport, Lessee's staffing levels during this period shall be disclosed on a continuing basis to the Lessor, with the goal of assuring speed of delivery of service, efficiency of operations, and avoiding long lines. Lessee shall notify the Lessor of changes to its staffing levels to accommodate changes in peak periods of passenger activity. Lessee agrees to provide employees that are trained, speak the English language (if the employee will have contact with the public, and are qualified for the jobs which they are to perform. Host shall add an appropriate number of employees for relocation of airline gates.
2. Lessee shall require its employees to display courtesy and consideration in dealing with the public.
3. Lessee shall prohibit and restrain its agents, servants and employees from loud, noisy and persistent announcements of its service on or about the Demised Premises.
4. All employees of Lessee who come in contact with the public, when on duty, are required to wear professional uniforms and identification badges subject to the reasonable approval by the Department of Aviation, which clearly state Lessee's company name and the individual employee's name. Branded or trade franchisor/Licensor's uniforms.
5. Lessee shall meet with Lessor at least once every two (2) months to discuss Lessee's performance at the Demised Premises, and shall establish action plans to improve areas of performance. Failure of Lessee to implement mutually agreed action plans shall be a default pursuant to the Lease and Extension Agreement.
6. In no event shall the level and quality of performance by Lessee (both overall and for each location) fall below that of 1994.

(Sub)Exhibit "C".
(To Lease Extension And Agreement)

D.B.E. Locations (Sections 24 And 32).

1. O'Hare Venture Limited Partnership.
2. Gourmet Muffins, Inc.
3. Effie's Canteen, Inc.

(Sub)Exhibit "D".
(To Lease Extension And Agreement)

D.B.E. Special Conditions.

Special Condition Regarding Disadvantaged
Business Enterprise Commitment
(F.A.A. Funded Professional Services Contracts)
In connection With Airport Business Opportunities.

I.

Commitment.

In accordance with the requirements of 49 C.F.R. Part 23, it is the City's policy that disadvantaged business enterprises ("D.B.E."), as defined below, shall have the maximum opportunity practicable to participate in the operation of concessions (the "Concessionaire") under any concession license

agreement entered into with the City in connection with its airports ("D.B.E. Concession Goal"). The City's goal is fifteen point eight percent (15.8%), which means the City wants at least fifteen point eight percent (15.8%) of gross receipts from concession operations at the airports to be those of D.B.E. Concessionaires. While there is no specific goal for this Concession License Agreement unless specified in this Agreement, the maximum D.B.E. participation in the operation of this concession is desired to compensate for instances when such participation cannot be obtained.

In addition to encouraging D.B.E. participation in operating concessions, the City has the further goal of encouraging D.B.E.s to participate in providing the goods, work and services the Concessionaire may require in order to operate the concession ("Specific Concession Agreement D.B.E. Goal"). The Specific Concession Agreement D.B.E. Goal shall be thirty percent (30%) of gross receipts of each concession, unless these goals are modified: (i) elsewhere in this concession license agreement; (ii) in applicable federal regulations; or (iii) any relevant regulations promulgated by the City under the ordinance.

II.

General Provisions.

A. Definitions.

1. "Disadvantaged Business Enterprise" or "D.B.E." means a small business concern awarded certification as a business owned and controlled by socially and economically disadvantaged individuals in accordance with 49 C.F.R. Part 23 and City of Chicago Regulations regarding certification of D.B.E.s.

(Copies of the Regulations Governing Certification are available from the Department of Purchases, Room 401, 121 North LaSalle Street, Chicago, Illinois 60602).

2. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans (as defined below) or women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. The Purchasing Agent shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Purchasing Agent also may determine, on a case-by-case basis, that

individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race;
 - c. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, and the Northern Marianas, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu and Nauru;
 - e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands and Nepal;
 - f. "Women".
3. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of a certain sum over the previous three fiscal years, as adjusted periodically by the Secretary of Transportation for inflation.
4. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises" "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Department of Purchases. The Directory identifies firms that have been certified as D.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. Concessionaires are responsible for verifying the current certification status of all proposed D.B.E. firms.

(Copies of the Directory of Certified D.B.E./M.B.E./W.B.E. Businesses are available in the Bid and Bond Room, Room 401, 121 North LaSalle Street, Chicago, Illinois 60602).

5. "Area of Speciality" means the description of a D.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the D.B.E. firm's claimed specialty or expertise. Each D.B.E. letter of certification contains a description of their Area of Specialty. This information is also contained in the Directory. Credit toward this contract's D.B.E. participation goal shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The Department of Purchases does not make any representation concerning the ability of any D.B.E. to perform work within its Area of Specialty. It is the responsibility of all Concessionaires to determine the capability and capacity of D.B.E. firms to satisfactorily perform the work proposed.

6. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between D.B.E. firm(s) and non-D.B.E. firm(s).

A joint venture is eligible for D.B.E. credit if the D.B.E. venturer(s) shares in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the D.B.E. ownership percentage.

7. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

B. Third Party Challenges To Eligibility Of D.B.E. Firm.

Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the City as a D.B.E.. The challenge shall be made in writing to the City, and shall include all information available to the challenging party relevant to a determination of whether the challenged party is in fact socially and

economically disadvantaged. The City will notify the challenged party of the statements and identity of the challenging party and may permit them to respond to the allegations, and will notify both parties in writing of the outcome. If the City determines first that there was not reasonable grounds presented in the challenge sufficient to justify an inquiry, then the City will notify the challenger that the proceedings are now terminated. During the pendency of any challenge, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

C. Joint Ventures.

Bidders/Proposers may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work or airport business opportunities. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between a D.B.E. firm and a non-D.B.E. firm.

A Joint Venture Is Eligible To Be Counted Toward D.B.E. Goals If, And Only If, All Of The Following Requirements Are Satisfied:

1. the D.B.E. venturer(s) shares in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the joint venture in proportion with the D.B.E. ownership percentage;
2. the D.B.E. venturer(s) is responsible for a clearly defined portion of work to be performed or the business to be operated, in proportion with the D.B.E. ownership percentage;
3. in the case of work, the D.B.E. venturer(s) actually performs (with its own forces and using its own equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture. For example, if the D.B.E. is proposed as a twenty-five percent (25%) venturer on a \$1,000,000 contract (or subcontract) for work, the D.B.E. must, in addition to its other joint venture responsibilities, perform work equal to at least \$125,000 (or fifty percent (50%) of twenty-five percent (25%) of \$1,000,000); and
4. in the case of the operation of a business such as a concession, the D.B.E. venturer(s) actually performs the services or operates the business (with its own forces and its own supervising staff) to an extent commensurate with the value of its ownership of the joint venture. For example, if the D.B.E. is proposed as a twenty-five percent (25%) venture in a concession business, the D.B.E. must, in addition to its other joint venture responsibilities, operate at least that much of the business as would constitute twenty-five percent (25%) of the business' gross revenues.

The Purchasing Agent will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Purchasing Agent shall consider the record of the joint venturers as joint venturers on City of Chicago contracts. The decision of the Purchasing Agent regarding the eligibility of the joint venture shall be final.

Note: Credit for participation by D.B.E.s in a joint venture with non-D.B.E.s does not require a minimum participation of fifty-one percent (51%) in venture ownership and control on the part of the D.B.E.. A junior ownership interest in the venture by the D.B.E. can be credited toward the Specific Concession Agreement D.B.E. Goal in a pro rata fashion, but not the D.B.E. Concession Goal.

D.B.E./non-D.B.E. joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to federal, state and City contract limitations restricting second tier subcontracting.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venturer must separately sign the proposal to the City.

III.

Measuring D.B.E. Participation.

A. Counting D.B.E. Participation For The D.B.E. Concession Goal.

D.B.E. participation shall be counted toward the D.B.E. Concession Goal as follows: where a D.B.E. is a Concessionaire, once the D.B.E. is determined to be eligible under these rules, the total gross receipts generated by the D.B.E. from the concession counts towards the D.B.E. Concession Goal.

In the event of a joint venture or subconcession arrangement between a non-D.B.E. and a D.B.E. for the operation of a concession, only the portion of the gross receipts contributed by the commercially useful efforts of the D.B.E. joint venturer(s) or subconcessionaire(s) count towards the D.B.E. Concession Goal, but in no case may the percentage contribution attributable to a D.B.E. joint venture exceed the D.B.E.'s percentage interest in the joint venture. Where the Purchasing Agent has reason to doubt the extent of a D.B.E. joint venturer's or subconcessionaire's commercially useful contribution towards the Concessionaire's gross receipts, the

Purchasing Agent may request evidence to substantiate the D.B.E.'s contribution. No credit shall be given toward the D.B.E. Concession Goal if the subconcessionaire or joint venturer is not participating in the actual operation of the concession, but rather is providing goods or services used by a Concessionaire.

B. Counting D.B.E. Participation Toward The Concession Goal.

- (1) Where a D.B.E. is a contractor for work, goods or services and is determined to be eligible in accordance with these rules, except as provided below, the total dollar value of the contract awarded to the D.B.E. may be counted toward the Specific Concession Agreement D.B.E. Goal, except that a Concessionaire may count only a portion of the total dollar value of a contract with a joint venture subcontractor eligible under the standards of these Special Conditions equal to the percentage of the ownership and control of the D.B.E. joint venturer.

- (2) Where a Concessionaire contracts out for work, a Concessionaire may count toward its Specific Concession Agreement D.B.E. Goal only expenditures to firms that perform a commercially useful function in the work of a concession. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a concession and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

Consistent with normal industry practices, a D.B.E. may enter into subcontracts. If a D.B.E. contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the D.B.E. shall be presumed not to be performing a commercially useful function. Evidence may be presented by the contractors involved to rebut this presumption.

- (3) A Concessionaire may count toward its D.B.E. Goal the following expenditures to D.B.E. firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the concession agreement, provided that the fee or commission is determined by the Purchasing

Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required under the concession agreement, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

IV.

Procedure To Determine Bid/Proposal Compliance.

- A. The following Schedules and documents constitute the bidder's or proposer's D.B.E. proposal, and must be submitted in accordance with the guidelines stated. The proposal should indicate whether the bidder or proposer believes it is a D.B.E. and to what extent can it be counted toward the D.B.E. Concession Goal and should clearly indicate the Specific Concession Agreement D.B.E. commitment.

- (1) Schedule B: Affidavit Of D.B.E./Non-D.B.E. Joint Venture.

Where the D.B.E. proposal includes the participation of any D.B.E. as a joint venturer prime or subcontractor, the proposers must submit, together with their proposal, a Schedule B: Affidavit of D.B.E./Non-D.B.E. Joint Venture with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement must clearly evidence that the D.B.E. venturer will be responsible for a clearly defined portion of the work to be performed or the concession(s) to be operated and that the D.B.E. firm's responsibilities are in proportion with their ownership percentage, as described under II (C) Joint

Ventures. In order to demonstrate the D.B.E. venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement shall include specific details related to (i) the contributions of capital and equipment; (ii) work items or management services or concessions(s) to be performed or operated by the D.B.E.'s own forces; (iii) work items, management services or concessions to be performed or operated under the supervision of the D.B.E. venturer and (iv) the commitment of management, supervisory and operative personnel employed by the D.B.E. to be dedicated to the performance of the project.

The Schedule B, together with the joint venture agreement must, in addition, clearly evidence the commitment of the D.B.E. venturer to actually perform (with its own forces and equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture or to operate a concession business (with its own forces and supervisory staff) to an extent commensurate with the value of its ownership in the joint venture.

- (2) Schedule C: Letter Of Intent To Perform As A Subcontractor, Subconsultant, Or Goods Or Material Supplier.

A Schedule C, executed by the D.B.E. firm (or joint venture subcontractor) must be submitted by the proposer for each D.B.E. included on the proposer's Schedule D. Each Schedule C must accurately detail the work to be performed by the D.B.E. firm and agreed rates and prices to be paid. If any fully complete and executed Schedule C is not or cannot be submitted with the proposal, it must be received by the Purchasing Agent within two (2) business days after the date set for receipt of proposals except as provided for elsewhere in the R.F.P..

- (3) Letters Of Certification.

A copy of each proposed D.B.E. firm's Letter of Certification from the City of Chicago must be submitted with the proposal.

All Letters of Certification issued by the City of Chicago include a statement of the D.B.E. firm's area of

specialization. The D.B.E. firm's scope of work, as detailed by its Schedule C, must conform to its stated area of specialization. A firm submitting a bid as a D.B.E. but not currently certified as well as currently certified D.B.E.'s requesting to expand the scope of their certification must submit their application on the day of bid opening together with all documentation required by the City of Chicago to process the application request in the next sixty (60) to ninety (90) days.

(4) **Schedule D: Affidavit Of Prime Contractor Regarding D.B.E.s.**

Proposers must submit, together with the proposal a completed Schedule D committing them to the utilization of each listed D.B.E. firm. Except in cases where the proposer has submitted a complete request for a waiver or variance of the Specific Concession Agreement D.B.E. Goal (See V. Grant of Relief for Proposers, below), the proposer must commit with respect to the acquisition of goods, work or services to the expenditure of a specific dollar amount of participation by each D.B.E. firm included on its Schedule D. The total dollar commitment to proposed D.B.E. firms must at least equal the Specific Concession Agreement D.B.E. Goal.

All commitments made by the proposer's Schedule D must confirm to those presented in the submitted Schedule Cs. Where Schedule Cs will be submitted after the date set for receipt of proposals, the proposer may submit a revised Schedule D (executed and notarized in triplicate) to conform with the Schedule Cs. Except in cases where substantial and documented justification is provided, proposers will not be allowed to reduce the dollar commitment made to any D.B.E. in order to achieve conformity between the Schedules C and D.

- B. The submittals must have all blank spaces on the Schedule pages applicable to the subject specification correctly filled in.
- C. Agreements between a proposer and a D.B.E. in which the D.B.E. promises not to provide subcontracting quotations to other proposers are prohibited.
- D. During the period before award, the submitted documentation will be evaluated. Furthermore, the proposer agrees to give, upon request, earnest and prompt cooperation to the Purchasing Agent

and/or Contract Compliance Officer or authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of the proposed D.B.E. in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that a proposer's proposal contains an insufficient level of D.B.E. participation, or that the proposer was found to be unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

- E. In cases where the City's review of a proposal concludes that the D.B.E. proposal was deficient, the proposer will be instructed to submit (within three (3) business days of such notice given by the City), a modification of the D.B.E. proposal, in proper format, which remedies all the deficiencies cited. The failure to correct all deficiencies as required by this section may result in a Purchasing Agent's determination that a proposal is "non-responsive". The Purchasing Agent shall have the discretion to apply suitable sanctions against any proposer who fails to comply with these requirements. Appropriate sanctions may include, without limitation, forfeiture of the proposal deposit, if any, rejection of the proposal, and suspension of the proposer's eligibility to enter into future contracting opportunities with the City.
- F. Proposers will not be permitted to modify their D.B.E. proposals except insofar as directed to do so by the City. All terms and conditions stipulated for prospective D.B.E. subcontractors or suppliers therefore should be satisfactorily negotiated prior to the submission to the City of the proposer's D.B.E. commitment as part of a proposer's proposal. If circumstances should arise, however, where a proposed D.B.E. becomes no longer available, the process described below in the section entitled VII. D.B.E. Substitutions and Waivers of Requirements should be followed.
- G. When necessary in the interest of time, the City may treat as non-responsive a proposal instead of granting extended time for a proposer to replace D.B.E.s named in the proposer's proposal which were later determined to be ineligible or unavailable.

V.

Grant Of Relief For Proposers.

The following Regulations set forth the standards to be used in determining whether or not a reduction waiver of the Specific Concession

Agreement D.B.E. Goal is appropriate. As explained above, no D.B.E. Concession Goal is set for this concession license agreement, unless contained elsewhere in this concession license agreement, since the goal is based on gross receipts of all airport concessions; however maximum participation by D.B.E.s in operating this concession is desired.

In the event a D.B.E. Concession Goal for this particular concession license agreement is provided for elsewhere in this agreement, the procedure set forth below for waiver of the Specific Concession Agreement D.B.E. Goal. In the event a proposer determines that it is unable to meet the Specific Concession Agreement D.B.E. Goal for a City concession license agreement, a written request for the reduction or waiver of the commitment must be included in the proposal. The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the D.B.E. percentages. The request must be submitted on the proposer's letterhead and must demonstrate that all required efforts as set forth in this document were taken to secure eligible D.B.E.s to meet the commitments. The Purchasing Agent or designee shall determine whether the request for the reduction or waiver will be granted.

Proposers will be considered responsive to the terms and conditions of these Regulations if a waiver or reduction request and proof of notification to an assist agency is submitted at the time of proposal opening. Once the proposals have been opened, the most responsive and responsible proposer so deemed by the Purchasing Agent or authorized designee will have fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver or reduction described herein. Failure to submit documentation sufficient to support the waiver request may cause the proposal to be found non-responsive by the Purchasing Agent, and the proposal will be rejected. In such cases the remedies to be taken by the Purchasing Agent, in his discretion, may include, but are not limited to, forfeiture of proposal deposit, negotiating with the next lowest proposer, or readvertising the proposal. All proposers are encouraged to submit all required documents at the time of proposal opening to expedite the contract award.

A. D.B.E. Participation.

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of partners of at least fifty percent (50%) or at least five (5) when there are more than nine (9) certified firms in the commodity area of the appropriate certified D.B.E. firms to operate any part of the concession or to furnish any direct work, goods or services identified or related to the concession. Direct participation involves subcontracting a portion of the goods/services

specifically required in the proposal. Documentation must include but is not necessarily limited to:

- a. a detailed statement of efforts to identify and select portions of the concession operation or the work, goods or services required for the concession for subcontracting to certified D.B.E. firms;
- b. a listing of all D.B.E. firms contacted that includes:
 - i) names, addresses and telephone numbers of D.B.E. firms solicited;
 - ii) date and time of contact;
 - iii) method of contact (written, telephone, transmittal of facsimile documents, et cetera);
- c. copies of letters or any other evidence of mailing that substantiates outreach to D.B.E. operators or vendors that includes:
 - i) project identification and location;
 - ii) classification/commodity of work items for which quotations were sought;
 - iii) date, item and location for acceptance of subcontractor proposals;
 - iv) detailed statement which summarizes direct negotiations with appropriate D.B.E. firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - v) affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Specific Concession Agreement D.B.E. goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on D.B.E. subcontractors for the type of work that was solicited.

Or

2. In the case of work, goods or services to be furnished for the concession, subcontractor participation will be deemed excessively costly when the D.B.E. subcontractor proposal exceeds the average price quoted by more than fifteen percent (15%). In order to establish that a subcontractor's quote is excessively costly, the proposer must provide the following information:

a. A detailed statement of the work identified for D.B.E. participation for which the proposer asserts the D.B.E. quote(s) were excessively costly (in excess of fifteen percent (15%) higher).

i) a listing of all potential subcontractors contacted for a quotation on that work item;

ii) prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Purchasing Agent that the D.B.E. proposals are excessively costly, even though not in excess of fifteen percent (15%) higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

i) the City's estimate for the work under a specific subcontract;

ii) the proposer's own estimate for the work under the subcontract;

iii) an average of the bona fide prices quoted for the subcontract;

iv) demonstrated increase in other contract costs as a result of subcontracting to the D.B.E..

B. Assist Agency Participation.

Every waiver and/or reduction request must include evidence that the proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the D.B.E. business community.

The notice requirement of this section will be satisfied if a proposer contacts at least one of the associations on Attachment A to these Regulations when the Concessionaire seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to proposal submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Purchasing Agent or Contract Compliance Administrator may contact the assist agency for verification of notification.

C. Impracticability.

1. If the Purchasing Agent determines that a lesser Specific Concession Agreement D.B.E. percentage standard is appropriate with respect to a particular concession agreement subject to competitive proposing prior to the bid solicitations for the concession agreement, proposal specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Purchasing Agent determines that D.B.E. subcontractor participation is impracticable. This may occur whenever the Purchasing Agent determines that for reasons of time, need, industry practices or standards not previously known by the Purchasing Department Administrator, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interest of the City. This determination may be made in connection with a particular concession agreement, whether before the contract is let for proposal, during the proposal or award process, before or during negotiation of the concession agreement, or during the performance of the agreement.

For all notifications required to be made by proposers, in situations where the Purchasing Agent has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI.

Reporting.

A. Operation Of Concession.

- (1) The Concessionaire shall, within five (5) working days of receiving the awarded concession agreement, execute a formal subcontract with any D.B.E. subcontractor which was proposed to operate a portion of the concession.
- (2) The Concessionaire shall file monthly D.B.E. utilization reports, together with its monthly concession license fee payment, delineating the D.B.E. contribution to Concessionaire's gross receipts for the month and cumulatively for the year-to-date. Each D.B.E. utilization report shall be signed by an authorized officer or representative of the Concessionaire and notarized.

B. Furnishing Of Work, Goods And Services.

- (1) The Concessionaire shall, within five (5) working days of receiving the awarded concession agreement, execute a formal subcontract or purchase order with the D.B.E.s which were proposed all in accordance with the terms of the Concessionaire's proposal and D.B.E. assurances, and shall promptly submit to the City at that time a copy of the D.B.E. subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the D.B.E.
- (2) During the term of the concession agreement, the Concessionaire shall submit partial and final waivers of lien, where appropriate, from D.B.E. subcontractors which are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date.
- (3) The Concessionaire shall file regular D.B.E. utilization reports, on Purchases Form D.B.E. Status -- 1 entitled "Status Report of D.B.E. (Sub) Contract Payments". The Concessionaire shall present the notarized D.B.E. status form executed to reflect the current status of effective and projected payments to D.B.E.s.

VII.

D.B.E. Substitutions And Waivers Of Goals.

A. Arbitrary changes by the Concessionaire of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved D.B.E. sub-agreement, the Concessionaire shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the D.B.E., nor decrease the price to or the level of participation of the D.B.E., without in each instance receiving the prior written approval of the City. In some cases, however, it may become necessary to substitute a new D.B.E. in order actually to fulfill the D.B.E. requirements. In such cases, the City must be given reasons justifying the release by the City of prior specific D.B.E. commitments established in the Concessionaire's D.B.E. proposal, and will need to review the eligibility of the D.B.E. presented as a substitute. The substitution procedure will be as follows:

- (1) The Concessionaire must notify the Purchasing Agent immediately in writing of an apparent necessity to reduce or terminate a D.B.E. subcontract or joint venture and to propose a substitute firm for some phase of the operation or the work, if needed in order to sustain the fulfillment of the D.B.E. Concession Goal or the Specific Concession Agreement D.B.E. Goal.
- (2) The Concessionaire's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: a previously committed D.B.E. was found not to be able to perform, or not to be able to perform on time; a committed D.B.E. was found to be able to produce acceptable work; a committed D.B.E. was discovered later to be not bona fide; a D.B.E. previously committed at a given price later demands an unreasonable escalation of price.

The Concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: a replacement firm has been recruited to perform the same work under terms more advantageous to the Concessionaire; issues about performance by the committed D.B.E. were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); a D.B.E. has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- (3) The Concessionaire's notification should include the name, address, and principal official of any proposed substitute D.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same D.B.E. affidavits and documents, which are required of bidders, as enumerated above in Section IV. Procedure to Determine Bid/Proposal Compliance.
- (4) The City will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.
- (5) Actual substitution of a replacement D.B.E. to fulfill contract requirements should not be made before City approval is given of the acceptability of the substitute D.B.E.. A subcontract with the substitute D.B.E. subcontract must be executed within five (5) working days, and a copy of the D.B.E. subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

B. After award of concession, no relief of the D.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the D.B.E. requirements of this agreement must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Concessionaire to locate specific firms, solicit D.B.E. bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled Section V. Grant of Relief for Proposers.

C. In a case where an enterprise under contract was previously considered to be a D.B.E. but is later found not to be, or whose work is found not to be creditable toward D.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

- (1) Whether the Concessionaire was reasonable in believing the enterprise was a D.B.E. or that eligibility or "counting" standards were not being violated.
- (2) The adequacy of unsuccessful efforts taken to obtain a substitute D.B.E. as outlined in the section entitled Section V. Grant of Relief for Proposers.

D. The Purchasing Agent solely will determine grants of waiver and all matters of D.B.E. compliance.

VIII.

Non-Compliance And Damages.

The following constitute a material breach of any concession agreement entered into of which these special conditions form a part and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the agreement, at law or in equity;

- (1) Failure to satisfy the D.B.E. percentages required by the concession agreement; and
- (2) The Concessionaire, joint venture or subcontractor is disqualified as a D.B.E., such status was a factor in concession award, and was misrepresented by the Concessionaire.

In the event that the Concessionaire is determined not to have been involved in any misrepresentation of the status of the disqualified joint venturer or subcontractor or supplier, the Concessionaire shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified D.B.E. as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the Concessionaire, if any, may be withheld until corrective action is taken.

In the event the Concessionaire has not complied with the contractual D.B.E. percentages, underutilization of identified D.B.E.s shall entitle the affected D.B.E.s to recover from the Concessionaire damages suffered by these D.B.E.s as a result of such underutilization. Therefore, the Concessionaire hereby agrees that any disputes between the Concessionaire and such affected D.B.E.s regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by prevailing D.B.E. in accordance with applicable City regulations. This provision is intended for the benefit of any D.B.E. affected by underutilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Purchasing Agent, notification of a dispute by the affected D.B.E. or the Concessionaire may lead to the withholding of sums that the City may owe Concessionaire until the City receives a copy of the final arbitration decision, but in no event shall the Concessionaire be excused from making any payments due to the City during the pendency of a dispute.

IX.

Record Keeping.

The Concessionaire shall maintain records of all relevant data with respect to the utilization of D.B.E.s, retaining these records for a period of at least three (3) years after termination or expiration of the concession agreement. Concessionaire grants full access to these records to the City of Chicago, federal or state authorities, the U.S. Department of Justice, or any duly authorized representatives thereof.

X.

Assistance Agencies.

The following agencies are available to the prospective proposers for assistance:

Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U.S. Small Business Administration
Chicago District Office
Suite 1250
500 West Madison Street
Chicago, Illinois 60661
Attention: Robert Conner
(312) 353-4528

S.B.A. -- Bond Guarantee
Program/Surety Bond
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Tony Zanetello
(312) 353-7331

S.B.A. -- Procurement Assistance
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Robert P. Murphy
(312) 353-4503

Project information; general D.B.E. information; Directory of local and out-of-state construction and design D.B.E.s:

City of Chicago
Department of Purchases
Contract Monitoring and
Compliance
Room 403
City Hall
Chicago, Illinois 60602
Attention: Carnice Carey
(312) 744-1895

City of Chicago
Department of Purchases
Contract Administration
Division
Room 403
City Hall
Chicago, Illinois 60602
Attention: Diana Mingauw-
Johnson
(312) 744-4926

Information on D.B.E. availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
9th Floor
15 West 39th Street
New York, New York 10018
Attention: Harriet R. Michell
(212) 944-2430

Chicago Regional Purchasing
Council
Suite 725
36 South Wabash Avenue
Chicago, Illinois 60603
Attention: Maye Foster-
Thompson
(312) 263-0105

Other Resources:

U.S. Department of Transportation
Minority Business Resource Center
Room 9410
400 7th Street SW
Washington, D.C. 20590
Attention: Wendell K. Harbour
(202) 366-2852 or (202) 266-4000

Illinois Department of
Commerce and Community
Affairs Small Business Office
Suite 3-340
100 West Randolph Street
Chicago, Illinois 60601
Attention: Mollie Cole
(312) 814-7176

National Association of Women
Business Owners
Chicago Chapter
Suite 300
200 North Michigan Avenue
Attention: Sharon Bennett
Chicago, Illinois 60603
(312) 541-1272

XI.

Concessionaire Assistance.

Concessionaires must themselves assist D.B.E.s in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- A. Developing solicitations of subcontract proposals so as to increase potential D.B.E. participation. This can take the form of breaking down large subcontracts into small ones, and of issuing notice of solicitations in a timely manner.
- B. Providing technical assistance and guidance in the proposing, estimating and scheduling processes;
- C. Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work;
- D. Providing accelerated payments or establishing pro-rated payment and delivery schedules so as to minimize cash flow problems faced by small firms;
- E. Providing, waiving, or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project state to the next); and
- F. Providing a pre-bid conference for potential subcontractors.

In addition to the employment of minority and women business enterprises for construction work and materials, and goods and services directly used for the concession, the concessionaire should consider the utilization of D.B.E.s in fields indirectly related to management and concession contracts, baking, office equipment sales, vehicles sales, mechanical repair, legal and equipments sales, vehicles sales, mechanical repair, legal and accounting services, building security, graphics and advertising, et cetera.

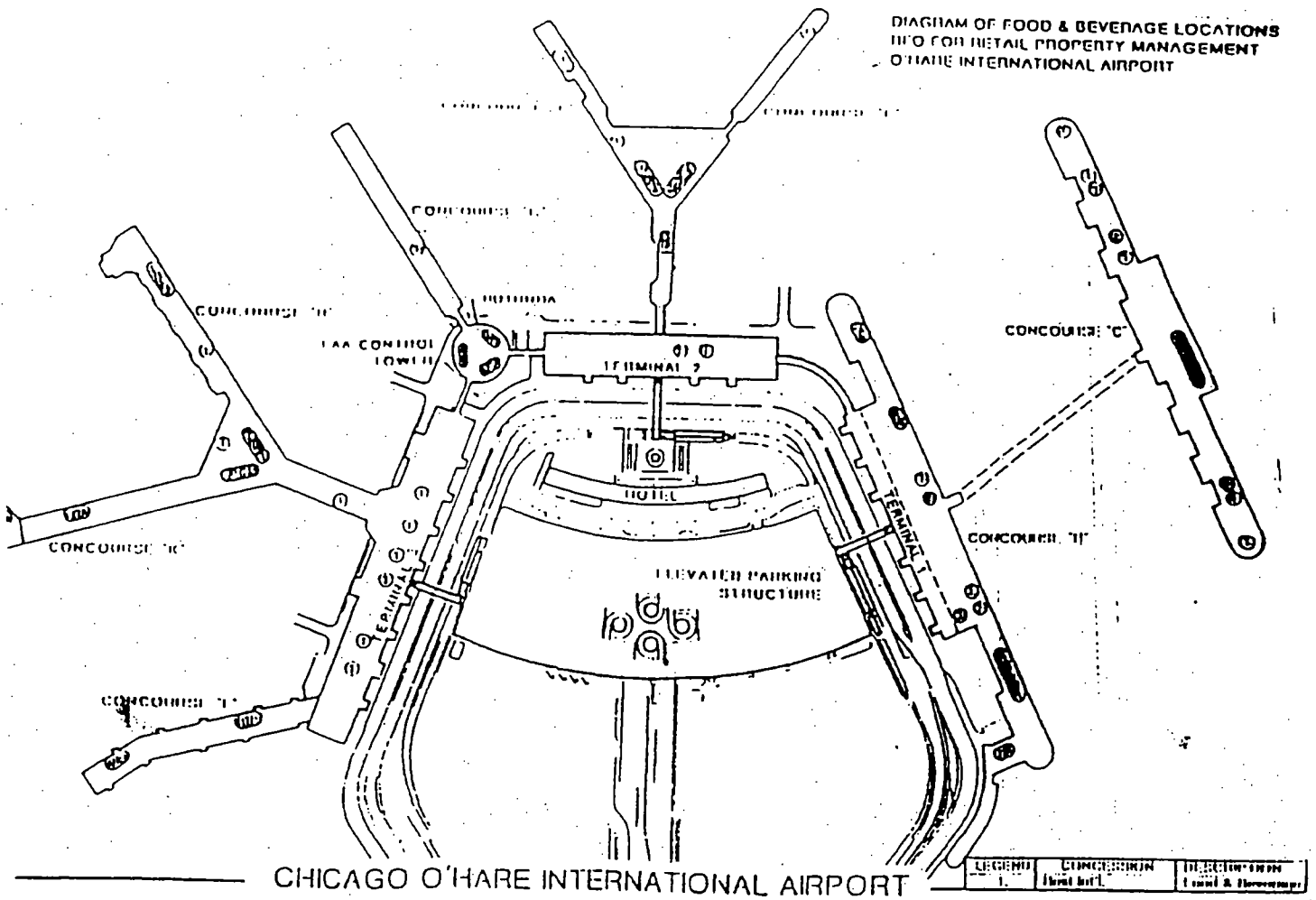
XII.

Equal Employment Opportunity.

Compliance with D.B.E. Requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in the concession agreement and as they relate to Concessionaire and subcontractor obligations.

(Sub)Exhibit "A".
(To Lease Extension And Agreement)

Demised Premises.



MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Former Alderman of the 30th Ward, Ms. Carole Bialczak; and

Mrs. Hazel Cantrell and Mr. Gregory Cantrell, wife and son of the late Mr. William Ruckner Cantrell, Jr., former Chicago Park District employee and 42nd Ward Regular Democratic Organization precinct captain.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the second (2nd) day of August, 1995 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the thirteenth (13th) day of September, 1995 at 10:00 A.M., in the Council Chambers in City Hall.

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

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

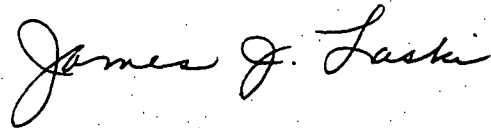
Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Austin, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 13, 1995 at 10:00 A.M., in the Council Chambers in City Hall.



JAMES J. LASKI,
City Clerk.

