

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

COPY



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

Regular Meeting—Wednesday, October 6, 1982

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Jane M. Byrne, Mayor, and Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone.

Absent--Aldermen Brady and Davis.

Call to Order.

On Wednesday, October 6, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Quorum present.

On motion of Alderman Madrzyk, it was ordered noted in the Journal that Alderman Brady was absent due to illness and still in the hospital.

Invocation.

Alderman Eugene Ray, 27th Ward, opened the meeting with prayer.

Tribute to Late Police Officer Martin E. Darcy, Jr.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, In the faithful performance of his avowed duty to serve and protect the citizens of the City of Chicago, Police Officer Martin E. Darcy, Jr. was murdered in a criminal incident that has shocked and sorrowed our City; and

WHEREAS, Officer Martin E. Darcy, Jr. was gunned down by a robbery suspect, who had just shot a store manager and taken hostage a female resident of the Beverly community; and

WHEREAS, Officer Martin E. Darcy, Jr. confronted the armed suspect and his expert police work helped fellow officers apprehend the suspect; and

WHEREAS, Police Officer Martin E. Darcy, Jr. had faithfully served the Chicago Police Department and the citizens of Chicago for 28 years; now, therefore,

Be It Resolved, By the Mayor of the City and the City Council at a meeting assembled this 6th day of October, 1982, that we hereby express our heartfelt condolences to the bereaved members of the family and friends of Police Officer Martin E. Darcy, Jr. with our pledge that his death will not be in vain; and

Be It Further Resolved, That a copy of this resolution be prepared and forwarded to the family of Officer Martin E. Darcy, Jr.

Alderman Burke 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 Burke (seconded by Aldermen Sheahan, Gabinski, Pucinski and Natarus) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Referred--PROPOSED RESOLUTION TO PROVIDE CHICAGO POLICE OFFICERS WITH SAFETY VESTS.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, Many organizations in the City of Chicago have solicited and collected funds in order to provide Chicago police officers with safety vests; and

WHEREAS, A substantial fund has already been created through such private sources; and

WHEREAS, The provision of such safety vests for the protection of the lives of all Chicago police officers is a significant public purpose; now, therefore,

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

That the Budget Director is hereby directed to include in the budget to be submitted to the City Council in preparation for the annual appropriation ordinance for the year 1983, sufficient funds to supplement any amount provided through private sources to the end that Chicago police officers may be provided with safety vests.

This resolution shall become effective upon its passage.

Alderman Pucinski presented the following amendment to the proposed resolution:

"The Budget Director is directed to provide forthwith the necessary funds to purchase sufficient vests for all sworn police officers of the Chicago Police Department."

Alderman Sheahan and Alderman Rittenberg then presented a substitute ordinance for the proposed resolution, which reads as follows:

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

Section 1. The revenues available to the City of Chicago for the Corporate Fund for the fiscal year beginning January 1, 1982, include \$300,000 in salvage, available to be spent.

Section 2. The following amounts are hereby appropriated from the Corporate Fund for the fiscal year beginning January 1, 1982 and ending December 31, 1982, for the following objects and purposes (indicated by an asterisk*), said amounts being in addition to the appropriations made by the Annual Appropriation Ordinance for 1982, including amendments thereto and any prior supplemental appropriations:

<i>Department of Police</i>	<i>Supplemental Appropriation</i>	<i>From</i>	<i>To</i>
4110.300			
.340 Material and Supplies (Additional appropriation to be used to purchase safety vests)		\$ 1,786,000	\$ 2,086,000
TOTAL SUPPLEMENTAL APPROPRIATION	\$ 300,000.		

Section 3. For the purpose of expenditure and accounting control the appropriations herein are made in accordance with the standard classification of accounts as provided in Section 7-13 of the Municipal Code of Chicago.

Section 4. The Comptroller and heads of departments and other agencies of the City government shall administer the amounts appropriated in this ordinance by standard accounts as specified by code numbers and letters, designations of which may be amended or altered by the Comptroller to suit the need for proper classification in accordance with the standard classification of accounts and with the official manual of the City of Chicago issued by the Department of Finance in which are specified the details of commodities, services, benefits and claims chargeable to the respective standard accounts.

Section 5. This ordinance shall be in full force and effect from and after its passage and publication.

After discussion by various aldermen, Alderman Frost moved that the proposed resolution, the amendment to the proposed resolution and the substitute ordinance for the proposed resolution all be Referred to the Committee on Finance. The motion *Prevailed*, and the proposed resolution, the amendment and the substitute ordinance were *Referred to the Committee on Finance*.

Tribute to Late John F. Cusack

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, The friends and family of John F. Cusack were shocked and saddened at his sudden death on September 24, 1982; and

WHEREAS, John F. Cusack devoted his life to civic duty as chairman of the Motion Picture Appeal Board of Chicago, member of the City's Urban Renewal Board, chairman of the Friends of Chicago Schools Committee, and numerous other civic organizations; and

WHEREAS, John F. Cusack had a distinguished career as a partner in the Chicago law firm of Cusack and Cusack; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago assembled this 6th day of October, 1982, do hereby express our sadness at the death of John F. Cusack and extend our heartfelt sympathy to his wife, Magdalehne, his eight children and other members of his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the family of John F. Cusack.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

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

**Honor Accorded James C. Kirie and Holy Trinity Greek
Orthodox Church.**

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, James C. Kirie is the first American of Greek heritage elected to public office in the State of Illinois; and

WHEREAS, Through over fifty years of distinguished government service, including representation of the 2nd District in the 74th, 75th and 76th Illinois General Assemblies, Mr. Kirie has devoted his life to the well-being and betterment of all citizens; and

WHEREAS, Mr. Kirie continues to serve his fellow citizens through his efforts as a Commissioner of the Metropolitan Sanitary District of Chicago; and

WHEREAS, The depth of Mr. Kirie's commitment to the commonwealth, also evidenced through extensive involvement in the Holy Trinity Church community and highlighted by two terms as President of the Parish Council, is the embodiment of the Christian ideal of service; and

WHEREAS, An antecedent of Mr. Kirie's pioneering achievement in the temporal realm of elective public office was the ecclesiastical achievement by Holy Trinity Greek Orthodox Church of establishing the first Greek Orthodox Church in the City of Chicago, the second in the United States; and

WHEREAS, Holy Trinity Greek Orthodox Church will be celebrating its 85th anniversary; and

WHEREAS, Friends and neighbors will offer through a testimonial dinner the recognition and honor so richly deserved by both James C. Kirie and the Holy Trinity Greek Orthodox Church; and

WHEREAS, With characteristic magnanimity Mr. Kirie has requested that proceeds from the dinner be applied toward a science lab for his alma mater, Holy Trinity's Socrates School; now, therefore,

Be It Resolved, That the Mayor and Members of the Chicago City Council in meeting assembled this 6th day of October, 1982, do hereby add their voices to those offering admiration, respect and honor to James C. Kirie and the Holy Trinity Greek Orthodox Church; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to James C. Kirie.

Alderman Farina 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 Farina the foregoing proposed resolution was *Adopted* unanimously.

**Commendation Extended to Joseph L. Williams
for his Act of Bravery.**

Alderman Shaw (9th Ward) moved to *Suspend the Rules Temporarily* to take up Out of the Regular Order of Business a proposed resolution commending Joseph L. Williams. The motion *Prevailed*.

The proposed resolution reads as follows:

WHEREAS, Joseph L. Williams of 12256 South Harvard Avenue, Chicago, Illinois, has been recognized for his heroism in rescuing 11-year old Tamara Anderson, who was being viciously attacked and mauled by a dog in the playground at West Pullman Park; and

WHEREAS, Joseph L. Williams courageously pulled the dog away from Tamara Anderson, stabbing him three times with a pocket knife, and saving Tamara's life; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council, gathered here on the 6th day of October, 1982, do hereby commend Joseph L. Williams for his bravery in saving the life of Tamara Anderson and salute his heroism and wish him success in all future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph L. Williams.

On motion of Alderman Shaw, the foregoing proposed resolution was *Adopted* unanimously.

Mr. Williams was introduced to the City Council and assembled guests and received warm applause for his courageous act.

REGULAR ORDER OF BUSINESS RESUMED.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Referred*--PROPOSED ORDINANCE TO AMEND CHAPTER 97 BY ADDITION
OF NEW SECTION 97-3.1 CONCERNING OVER-THE-COUNTER
DRUGS, ETC.**

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Joint Committee consisting of the Committee on Health and the Committee on Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 6, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending Chapter 97 of the Municipal Code of Chicago by adding a new section 97-3.1 which will require all over-the-counter drugs, cosmetics and other substances to be sealed in a manner to prevent tampering with the substances prior to their sale.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXCHANGE OF LANDS
BETWEEN CITY OF CHICAGO AND BOARD OF EDUCATION.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance "Authorizing Exchange of Lands Between City of Chicago and the Board of Education".

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on July 20, 1982, authorizing the Commissioner to request the City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ACQUISITION OF
LAND IN VICINITY OF 23RD AND WOOD STS.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Streets and Sanitation, I transmit herewith an ordinance authorizing the acquisition of land for public use by the Department of Streets and Sanitation's Bureau of Forestry of a tract of land in the vicinity of 23rd and Wood Streets.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE PAYMENT FOR TWO PARCELS OF REAL ESTATE TO BE USED FOR EXPANSION OF WEST TOWN NEIGHBORHOOD HEALTH CENTER.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the City of Chicago to pay for two parcels of real estate acquired by the City of Chicago pursuant to judgment orders entered by the Circuit Court of Cook County. These parcels are to be used for an expansion of the West Town Neighborhood Health Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR LEAF CONFECTIONERY, INC.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,000,000 for the construction of a project by Leaf Confectionery, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR RAPID MOUNTING & FINISHING CO., INC.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$3,000,000 for the construction of a project by Earl and Sharon Abramson on behalf of Rapid Mounting & Finishing Co., Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT WITH GOLD EAGLE
COMPANY, ETC.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to execute on behalf of the City of Chicago a Redevelopment Agreement with the Gold Eagle Company and a Cooperative Redevelopment Agreement with CMD Properties, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR REDEVELOPMENT AGREEMENT
FOR INTERSTATE BRANDS PROJECT, ETC.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Redevelopment Agreement in respect of the Interstate Brands Project, and authorizing the Mayor and the Interim Commissioner of the Department of Economic Development to enter into and execute the Redevelopment Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED RESOLUTION TO AUTHORIZE CITY OFFICERS TO PROCEED
TO DEVELOP A MORTGAGE PURCHASE PROGRAM.

Honorable Jane M. Byrne, 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

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing and the City Comptroller, I transmit herewith a resolution authorizing the Commissioner of the Department of Housing and the City Comptroller to proceed to develop a Mortgage Purchase Program to be financed with the proceeds of the City's sale of Single Family Mortgage Revenue Bonds.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--FOUR PROPOSED ORDINANCES TO AUTHORIZE EXECUTION
OF AGREEMENTS FOR IMPROVEMENTS TO SPECIFIED
LANDMARK BUILDINGS.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Cultural Development and Historical Landmark Preservation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith four ordinances authorizing the execution of agreements for improvements to The Auditorium Building, the Auditorium Theater, The Hotel Florence, and The Robie House under the Historic Preservation component of the Community Development Block Grant Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL
APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY
C & K DISTRIBUTORS, INC.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 6, 1982.

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

LADIES AND GENTLEMAN--At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$2,100,000 for the construction of a project by C & K Distributors, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL
APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT
BY GOLD EAGLE CO.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$2,000,000 for the construction of a project by Gold Eagle Co.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO CLOSE CERTAIN STREETS TO
VEHICULAR TRAFFIC TO FACILITATE DEVELOPMENT OF PUBLIC
PLAZA AND COMMUTER CONCOURSE IN SPECIFIED AREA.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 6, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance closing certain streets to vehicular traffic in order to facilitate the development of a public plaza and commuter concourse on land formerly occupied by the LaSalle Street Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS
FILED OR RECEIVED IN CITY CLERK'S OFFICE.

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

Proclamations.

"ZIONIST ORGANIZATION OF CHICAGO JUBILEE YEAR":
1982-1983;

"JAMES "THE BEAR" BRADY DAY IN CHICAGO":
September 16, 1982;

"CONSTITUTION WEEK IN CHICAGO":
September 17-23, 1982;

"GENERAL VON STEUBEN PARADE DAY IN CHICAGO":
September 18, 1982;

"PUERTO RICAN WOMEN'S WEEK IN CHICAGO":
September 19-25, 1982;

"NATIONAL FEDERATION OF FEDERAL EMPLOYEES DAYS IN CHICAGO":
September 20-25, 1982;

"LEAGUE OF WOMEN VOTERS WEEK IN CHICAGO":
September 20-27, 1982;

"COMMUNITY ASSOCIATIONS INSTITUTION WEEK IN CHICAGO":
September 23-27, 1982;

"KIWANIS PEANUT DAY IN CHICAGO":
September 24, 1982;

"REBUILDING THE CITIES WEEK IN CHICAGO":
September 27- October 4, 1982;

"CPR AWARENESS DAY AT COMISKEY PARK IN CHICAGO":
September 28, 1982;

"BISHOP JAMES WINCHESTER MONTGOMERY DAY IN CHICAGO":
September 29, 1982;

"CHICAGO DESIGN FEST DAYS IN CHICAGO":
September 30 - October 2, 1982;

"INTERNATIONAL VOLLEYBALL DAY IN CHICAGO":
October 2, 1982;

"PUERTO RICAN BUSINESSMEN OF CHICAGO WEEK":
October 2-9, 1982;

"AVON WOMEN'S RUNNING DAY IN CHICAGO":
October 10, 1982;

"DOUBLE TEN DAY IN CHICAGO":
October 10, 1982;

"REPUBLIC OF CHINA DAY":
October 10, 1982;

"SCHOOL LUNCH WEEK IN CHICAGO":
October 10-16, 1982;

"LULAC EDUCATIONAL WEEK IN CHICAGO":
October 16-23, 1982;

"BUSINESS WOMEN'S WEEK IN CHICAGO":
October 17-23, 1982;

"READING IS FUNDAMENTAL DAYS IN CHICAGO":
October 18-22, 1982;

"MULTIPLE SCLEROSIS FUNDFEST '82 DAY IN CHICAGO":
October 20, 1982;

"COMMUNITY ASSOCIATIONS DAY":
October 23, 1982;

"COMMUNITY ASSOCIATIONS WEEK IN CHICAGO":
October 23-27, 1982;

"WORK AT HOME WEEK IN CHICAGO":
Week of October 23, 1982;

"SAINT ANSELM CHURCH DAY IN CHICAGO":
October 24, 1982;

"ETTA MOTEN BARNETT DAY IN CHICAGO":
October 31, 1982;

"UNICEF DAY IN CHICAGO":
October 31, 1982;

"EPILEPSY MONTH IN CHICAGO":
Month of November, 1982;

"RADIO DAY IN CHICAGO":
November 4, 1982;

"DENTAL ASSISTANTS RECOGNITION WEEK IN CHICAGO":
November 7-13, 1982;

"ALLIED HEALTH WEEK IN CHICAGO":
November 10-16, 1982;

"COMMUNICATIONS DAY IN CHICAGO":
November 16, 1982;

"FAMILY WEEK IN CHICAGO":
November 21-27, 1982;

"HOSPITAL ADMITTING PERSONNEL WEEK IN CHICAGO":
Week of April 4, 1983;

"EXCEPTIONAL CHILDREN'S WEEK IN CHICAGO":
May 2-8, 1983.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Louis Dray and Son, Inc.: Acceptance and bond under an ordinance passed on June 30, 1982 (railroad switch track); filed on October 5, 1982;

Druth Packaging Corporation: Acceptance and bond under an ordinance passed on June 30, 1982 (railroad switch track); filed on September 30, 1982;

Joslyn Mfg. & Supply Company: Acceptance and bond under an ordinance passed on June 30, 1982 (conduits, etc.); filed on September 17, 1982;

NuArc Company: Acceptance and bond under an ordinance passed on June 30, 1982 (loading platform); filed on October 1, 1982;

S. K. Produce Company: Acceptance and bond under an ordinance passed on June 30, 1982 (loading platform); filed on October 5, 1982;

Swedish Covenant Hospital: Acceptance and bond under an ordinance passed on June 30, 1982 (tunnel); filed on September 24, 1982;

University of Chicago: Acceptance and bond under an ordinance passed on June 30, 1982 (conduit); filed on September 20, 1982.

*State Approval of Ordinances Concerning
M.F.T. Projects.*

Also communications from Sigmund C. Ziejewski, District Engineer, under date of September 29, 1982 announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

June 9, 1982.

Amendatory ordinance authorizing increase in Funds for maintenance of Bridges and Viaducts during Year 1982;

Funds authorized for Plans and Estimates for New Street Construction Projects;

Funds authorized for New Street Construction Projects at specified locations (2 ordinances);

July 15, 1982.

Amendatory ordinance to increase funds for repair of Canal Street Viaduct;

Funds decreased for Traffic Lane Line Maintenance of Improved Streets, County and State Highways during 1982;

Funds authorized for Traffic and Street Sign Maintenance on Improved Streets, County or State Highways during 1982;

Funds authorized for Street Cleaning Maintenance on Improved Streets, County and State Highways during 1982;

Funds authorized for Pavement Maintenance in Improved Streets, County or State Highways during 1982;

Funds authorized for repairs to Curbs and Gutters on Improved Streets, County or State Highways during 1982;

July 23, 1982.

Funds authorized for New Street Construction at various locations.

Reports and Documents of Commonwealth Edison Co.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of October 4, 1982, which reads as follows:

Pursuant to the provisions of the 1948 Franchise Ordinance granted to this Company, I am enclosing copies of reports of the Company as listed below:

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of October, 1982.

Statement for bills issued in October, 1982, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly power plant report to Federal Energy Regulatory Commission (F.E.R.C. Form No. 4), for the month of August, 1982.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), for the month of August, 1982.

McGraw-Hill Publications Company's Business' Plans for New Plants and Equipment 1982-1984 Survey."

**CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.**

Pamphlet Publication of Ordinances.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on September 15, 1982, 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 October 6, 1982 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 September 15, 1982 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on October 6, 1982.

**CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.**
(Special Meeting)

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on September 17, 1982, 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 October 6, 1982, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on September 17, 1982, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on October 6, 1982.

*Filing of Certified Copies of Ordinances with
County Clerks of Cook and
Du Page Counties.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and/or Du Page Counties on the dates noted, ordinances passed by the City Council as follows:

Ordinance (passed September 17, 1982) Authorizing Levy of Taxes for the Belmont-Central Parking Facility for the fiscal year 1983.

Filed with the County Clerk of Cook County on September 21, 1982;

Ordinance (passed September 15, 1982) Authorizing Levy of Taxes for the Maintenance of the State Street Mall for the fiscal year 1983.

Filed with the County Clerk of Cook County on September 21, 1982;

Ordinance (passed September 15, 1982) Providing for the Issuance of \$65,500,000 General Obligation Bonds, Series of September, 1982, of the City of Chicago, and providing for the Levy of Direct Annual Tax to pay principal of and interest on said bonds.

Filed with the County Clerks of Cook and Du Page Counties on September 27, 1982.

**MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING
COUNCIL ACTION (TRANSMITTED TO THE CITY
COUNCIL BY THE CITY CLERK).**

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

*Notification of Sale and Delivery to Purchasers of
\$65,500,000 General Obligation Bonds.
Series of September, 1982.*

The report of Anthony Fratto, City Comptroller, addressed to the City Council notifying the members of the sale and delivery to the purchaser of \$65,500,000 General Obligation Bonds, Series of September, 1982. -- *Placed on File.*

Establishment of Deferred Compensation Plan Committee.

Also a communication from Honorable Jane M. Byrne, Mayor, concerning the establishment of a Deferred Compensation Plan Committee, to be composed of the City Comptroller, the City Budget Director and the City's Commissioner of Personnel. -- *Placed on File.*

Annual Report of Chicago Housing Authority.

Also the annual report for the Chicago Housing Authority for the year ended December 31, 1981, submitted by Andrew J. Mooney, Chairman. -- *Placed on File.*

Zoning Reclassification of Particular Areas.

Also applications (in triplicate) 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 Buildings and Zoning*, as follows:

Bethel Housing, Inc.--to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 1-K bounded by

W. Washington Boulevard; N. Keeler Avenue; the alley next south of W. Washington Boulevard; and a line 150.21 feet east of the west line of N. Keeler Avenue;

Church's Fried Chicken, Inc.--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 14-J bounded by

the alley next north at W. 63rd Street; S. Homan Avenue; W. 63rd Street; and a line 125 feet west of and parallel to the west line of S. Homan Avenue;

Dominick's Finer Foods, Inc.--to classify as a B5-1 General Service District instead of a C4 Motor Freight Terminal, then to classify as a Business Planned Development instead of a B5-1 General Service District the area shown on Map Nos. 6-G and 8-G bounded by

S. Archer Avenue; westerly line of south fork of south branch of Chicago River; a line 425.80 feet north of and parallel to W. 33rd Street; and S. Ashland Avenue;

LaSalle National Bank and Trust Company, U/T No. 100565--to classify as a C1-2 Restricted Commercial District instead of Residential-Business Planned Development No. 245, then to classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District, then to classify as a Residential-Institutional Planned Development instead of an R5 General Residence District the area shown on Map No. 7-G bounded by

W. Altgeld Street a line 142.38 feet east of N. Southport Avenue; a line 156 feet south of W. Altgeld Avenue; a line 135.48 feet east of N. Southport Avenue; W. Fullerton Avenue; and N. Southport Avenue;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of an R8 General Residence District the area shown on Map No. 3-E as

No. 229 E. Lake Shore Drive;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of an R8 General Residence District the area shown on Map No. 3-E as

Nos. 1350-1360 N. Lake Shore Drive;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of an R8 General Residence District the area shown on Map No. 3-E as

No. 1440 N. Lake Shore Drive;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of an R8 General Residence District the area shown on Map No. 3-E as

No. 1550 N. Lake Shore Drive;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of an R8 General Residence District the area shown on Map No. 7-F as

No. 2800 N. Lake Shore Drive;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of an R7 General Residence District the area shown on Map No. 7-F as

No. 2626 N. Lakeview Terrace;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of an B6-7 Restricted Central Business District the area shown on Map No. 2-E as

No. 1130 S. Michigan Avenue;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of a Residential Planned Development the area shown on Map No. 2-F as

No. 945 S. Park Terrace;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of a Residential-Business Planned Development the area shown on Map No. 1-E as

No. 400 E. Randolph Street;

Lencor Communications, Inc.--to classify as a Communications Planned Development instead of a Residential Planned Development the area shown on Map No. 3-F as

No. 1560 N. Sandburg Terrace;

Thaddeus M. Rysiewicz--to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 12-N bounded by

a line 180 feet north of and parallel to W. 54th Street; S. Nagle Avenue; a line 80 feet north of and parallel to W. 54th Street; and the alley next west of and parallel to S. Nagle Avenue;

South Chicago Disposal, Inc.--to classify as an M2-1 General Manufacturing District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 28-A bounded by

E. 118th Street; a line 633 feet east of the east line of S. Avenue O; a line 200 feet south of the south line of E. 118th Street; S. Ewing Avenue; a line 499.70 feet south of the south line of E. 118th Street; and a line 385 feet east of the east line of S. Avenue O.

Claims against City of Chicago.

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

Aetna Life and Cas. Co. and James Patterson, Allstate Ins. Co. (2) Ray Mendoza/Rodolfo Canales and Stanley Stewart, American Ambassador Cas. Co. and James Nicholson;

Banks Stephanie, Barnes Marcellus, Benjamin Bora, Berger Realty Grp., Bronzell Brad, Brooks Ruby, Burandt Mary Rose;

Chicago Motor Club and Lorraine and William Thomas, Clark Jimmie Jr., Conforti Gail;

Davis Alexander S., Delta Cas. Co. (2) Mary Cunigan and Benny Hernandez, Draper Beverly J.;

Ejma Sandra, Enright Michael;

Fireman's Fund Ins. Co. (2) Joseph McGah and Sheryl Tucker, Fitzgerald Marilyn D., Francois James;

Garcia Estella, General Accident Grp. and Thomas F. Hannon III, Glascott James;

Hernandez Alejandro, Hughes Samuel J.;

Illinois Dept. of Transportation, Industrial Fire and Cas. Ins. Co. and Marshall L. Wright;

James Sedric Lee, Jordan Barbara A, Josefina Jaime;

Karchmar Jack, Kearney Michael, Keslinke Nancy A., Koscica Marian, Kusman George D.;

Lipnick Thomas, Lisner George, Lockhart Derrick, Lord Mary T., Louis Lilbert L., Lowe Geneva, Lundy Ethel M.;

Manard Gene E., McCrary Florice W., McFerrin James, McJunkins Roland B., Morales Sergio, Murphy Caroline E., Muscari Steven;

Napoli Joan, Nelson Della;

Ortiz Ricardo;

The Peoples Gas Light and Coke Co., Pierre Jose;

Reyes Oscar, Reynolds Lealer, Robinson Mildred M., Rosenfeld Bernard, Russell Earle S. Jr.;

Schlesinger Lori, Sparks James C. and Ada N., State Farm Ins. Co. (5) Edwin Didriksen, Patricia H. Erfurth, Wilbur Holmes, R. Maningding and Nick Vertucci, Stout Michael T., Sugerman Whyte and Associates, Superior Landscaping, Inc.;

Torres Jose G., The Travelers Ins. Co. and Grace Boguslawski, Truncate Lillian;

Unigard Ins. Co. and William and Mary Doyle, U. S. Postal Service;

Valas Lori Ann, Veltri Dalia, Vitality, Inc.;

Walsh Froma, Welch Patricia L., West James L., Wilson Derek C., Wisinski Spencer J.;

Young Lawrence.

Referred--BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of October 5, 1982, which read as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 4463 S. Lake Park Avenue, which was authorized by ordinance passed June 9, 1982, page 11007, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1519-1521 N. Mohawk Street, which was authorized by ordinance passed December 18, 1981, page 8566, Council Journal.

Transmitted herewith three (3) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at No. 2842 S. Wallace Street, which was authorized by ordinance passed July 15, 1982, page 11599, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 2616 W. Wilcox Street, which was authorized by ordinance passed July 23, 1982, pages 11822-24, Council Journal.

On motion of Alderman Frost the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Finance.*

The following is a summary of said bids:

No. 4463 S. Lake Park Av.

Fred and Karen Thigpen, 4461 S. Lake Park Avenue, Chicago, Illinois 60653: Amount bid \$3,700.00, deposit check \$370.00 (Cashier's check);

Nos. 1519-1521 N. Mohawk St.

M/D Ventures, c/o Allison S. Davis, 14 W. Erie Street, Chicago, Illinois, 60610: Amount bid \$34,000.00, deposit checks \$2,720.00 and \$680.00 (Cashier's checks);

No. 2842 S. Wallace St.

Salvatore Salvato, 3628 S. Union Avenue, Chicago, Illinois 60609: Amount bid \$7,500.00, deposit check \$750.00 (Personal money order);

Anthony Barbara, 444 W. 29th Street, Chicago, Illinois 60616: Amount bid \$7,777.77, deposit check \$777.77 (Certified check);

Montgomery and Macy Moy, 452 W. 27th Street, Chicago, Illinois 60616: Amount bid \$7,850.00, deposit check \$785.00 (Cashier's check);

No. 2616 W. Wilcox St.

Laminite Plastics Corporation of Chicago, c/o Eldon L. Ham, Esq., 39 S. LaSalle Street, Suite 325, Chicago, Illinois 60603: Amount bid \$2,010.00, deposit check \$201.00 (Cashier's check).

*Recommendations by Comr. of Dept. of Planning, City
and Community Dev. and Zoning Administrator
Pertaining to Sundry Proposals for Map
Amendments to Chicago Zoning
Ordinance.*

Also a communication signed by Martin R. Murphy, Commissioner, Department of Planning, City and Community Development under date of September 13, 23 and 28, 1982, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on September 10, 21 and 28, 1982 and deferred matters on September 10, 21, and 28, 1982, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--*Placed on File.*

*Approval by Chicago Plan Comm. and Dept. of
Planning, City and Community Development
of Certain Proposals.*

Also copies of resolutions adopted by the Chicago Plan Commission on August 12, 1982 and reports of the Department of Planning, City and Community Development approving the following proposals, which were *Placed on File*:

DEPARTMENT OF FINANCE

Ref. No. 82-134-02

Disposal of vacant City-owned property located at 3251 West Crystal Street.

Ref. No. 82-135-02

Disposal of vacant City-owned property located at 3329 West Evergreen Avenue.

Ref. No. 82-136-02

Disposal of vacant City-owned property located at 3232 West Evergreen Avenue.

Ref. No. 82-137-02

Disposal of vacant City-owned property located at 3307 West Hirsch Street.

Ref. No. 82-140-02

Disposal of vacant City-owned property located at 3927-47 South Halsted Street.

DEPARTMENT OF PUBLIC WORKS

Ref. No. 82-138-06

Intersection Improvement - Belmont Avenue at Kimball Avenue.

Ref. No. 82-139-06

Group "C" Resurfacing Project:

- California Avenue (Pershing Road to 26th Street)
- Morgan Street (Pershing Road to 31st Street)
- 35th Street (Racine Avenue to Martin Luther King Drive)
- 43rd Street (Emerald Avenue to Greenwood Avenue)
- 55th Street (Central Avenue to Western Avenue)

*Settlements of Suits with Entries of Judgements
against City.*

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on September 24, 1982) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the periods ended August, 1982.--*Referred to the Committee on Finance.*

Referred--PROPOSED ORDINANCE TO AUTHORIZE SALE OF SPECIFIED PROPERTY TO PEPSI-COLA GENERAL BOTTLERS, INC.

Also a communication addressed to the City Clerk, from Anthony N. Fratto, City Comptroller, transmitting a proposed ordinance to authorize the sale of Nos. 4915-4931 S. Union Avenue to the Pepsi-Cola General Bottlers, Inc.--*Referred to the Committee on Finance.*

Referred--TWO PROPOSED RESOLUTIONS REQUESTING ORDINANCES FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also two proposed resolutions received in the City Clerk's office from Mary G. Oppenheim, attorney, requesting ordinances for Grants of Privilege in Public Ways in specified areas.--*Referred to the Committee on Finance.*

Referred--REQUEST FOR "PLAT OF SUBDIVISION" IN SPECIFIED AREA.

Also a communication addressed to the City Clerk from Ford City/Equitable Life Assurance Society of the U. S., requesting an ordinance to approve a Plat of Subdivision, "Ford City Subdivision".--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--REQUEST FOR WAIVER OF FEE FOR COOK COUNTY BLDG.

Also a request from the Board of Commissioners of Cook County, addressed to the City Clerk, requesting that the Building Permit fee be waived concerning certain remodeling work being done on the County Building.--*Referred to the Committee on Finance.*

Placed on File--NOTIFICATION AS TO SELECTION OF PROXY TO AFFIX SIGNATURE OF MAYOR TO A SERIES OF CITY OF CHICAGO OBLIGATIONS.

The City Clerk transmitted the following communication, which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 6, 1982.

NOTICE OF DESIGNATION OF PROXY

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

LADIES AND GENTLEMEN--Please take note that I have selected and do hereby designate Daniel E. Murphy as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago in connection with any and all of the following City of Chicago obligations named in Exhibit A attached hereto and made a part hereof.

Appended hereto is a written signature of my name as the same will appear on said bonds, notes and certificates as executed by said Daniel E. Murphy and with the proxy's signature underneath, all as required by statute.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

[Signature form and Exhibit A omitted for printing purposes.]

REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council except where otherwise indicated.*

COMMITTEE ON FINANCE.

**Approval Given to Mayor's Reappointment of
John G. Sevcik as Commissioner of the Public
Building Commission of Chicago.**

The Committee on Finance submitted the following report:

CHICAGO, October 4, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated September 15, 1982, from the Office of the Mayor concerning the reappointment of John G. Sevcik as a Commissioner of the Public Building Commission of Chicago for a term ending September 30, 1987 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve*, the proposed appointment.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said appointment was *Approved* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Acceptance of Grant Authorized for the Urban Parks and
Recreation Program at the Broadway Armory.**

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

WHEREAS, The National Park Service of the United States Department of the Interior approved an innovation grant for federal funds amounting to Four Hundred Forty-eight Thousand Dollars (\$448,000) to be allocated on a seventy-thirty (70-30) matching fund basis, including all understandings and assurances contained therein, pursuant to the provisions of the Urban Parks and Recreation Recovery Act of 1978 and regulations promulgated in connection therewith; and

WHEREAS, The matching funds amounting to One Hundred Ninety-two Thousand Dollars (\$192,000) have been allocated from the Community Development Block Grant Funds; and

WHEREAS, Such funds will be used for a two year demonstration program of recreation and community recreation training in the Broadway Armory, 5859 North Broadway, by the Chicago Park District; now, therefore,

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

SECTION 1. That the City of Chicago authorizes the acceptance of this grant of Four Hundred Forty-eight Thousand Dollars (\$448,000) and will provide the City's share (from Community Development grants) of the matching funds which amount to One Hundred Ninety-two Thousand Dollars (\$192,000).

SECTION 2. That the City of Chicago is authorized to enter into any agreements or contracts necessary to expend the monies received in accordance with the grant intent and federal regulations.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Filing of Grant Application Authorized with HUD for the
South Loop Restaurant Development Project.**

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

WHEREAS, The City of Chicago has prepared an application for an Urban Development Action Grant Program under the Housing and Community Development Act of 1974 in a total amount of One Hundred and Fifty-seven Thousand Five Hundred Dollars (\$157,500) in order to leverage private funds in the amount of Four Hundred and Fifty Thousand Dollars (\$450,000) for the rehabilitation and construction of a restaurant facility in the South Loop area. Said restaurant will, upon completion provide an estimated one hundred (100) new employment opportunities, all in addition to the temporary/construction jobs generated during the rehabilitation phase; and

WHEREAS, It is necessary and in the public interest that the City of Chicago avail itself of the financial assistance provided by Title I of the Housing and Urban Development Act of 1974, to carry out Urban Development Action Grant Projects; and

WHEREAS, It is provided in said Act and in the regulations promulgated in connection with the same that the City provide certain assurances to the Federal Government; and

WHEREAS, This Body is cognizant of the conditions of said Housing and Community Development Act of 1974 and is desirous of complying hereto; now, therefore,

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

SECTION 1. The Mayor of the City of Chicago is authorized to execute this Application for a grant of federal funds including all understandings and assurances contained therein, pursuant to the provisions of the Federal Housing and Community Development Act of 1974 and the regulations promulgated in connection with said Act.

SECTION 2. The Mayor of the City of Chicago is further authorized to act in connection with the Application, to give what assurances are necessary and to provide such additional information as is required.

SECTION 3. In the event that the Urban Development Action Grant Application receives preliminary funding approval, the Mayor of the City of Chicago upon approval of the Corporation Counsel as to form and legality, and the Department of Planning, is authorized to take any steps necessary to execute and implement an Urban Development Action Grant Agreement between the City of Chicago and the Secretary of the United States Department of Housing and Urban Development.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Filing of Grant Application Authorized between UDA and HUD
for Rehabilitation and Development of the
Washington Square Project.**

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

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

WHEREAS, The Washington Square Partnership, an Illinois General Partnership, has proposed to rehabilitate and develop a vacant commercial facility located at 659 West Washington Street, on the near west side of the City of Chicago known as the Washington Square Project, by expending private funds in the amount of Seven Million, Four Hundred Forty-seven Thousand Dollars (\$7,447,000.00); and

WHEREAS, It is projected that the rehabilitation and development project will create approximately one hundred (100) new job opportunities benefitting the adjacent economically distressed Near West Side residential community, and generate approximately Five Hundred Twenty-six Thousand, Twenty-six Dollars (\$526,026.00) in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of One Million, Three Hundred Sixty-five Thousand Dollars (\$1,365,000.00) to be used along with private funds in the rehabilitation of the facility; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of One Million, Three Hundred Sixty-five Thousand Dollars (\$1,365,000.00) for the Washington Square Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago and the Commissioner of the Department of Economic Development of the City of Chicago are authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Washington Square Project.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Filing of Grant Application between IDOT and NHSA for
CPD Comprehensive Traffic Safety Program-Phase III.**

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

WHEREAS, The City of Chicago is eligible for a grant from the Division of Traffic Safety of the United States Department of Transportation under the Federal-Aid Highway Act of 1970 for the purpose of promoting traffic safety; and

WHEREAS, It is necessary and in the public interest that the Police Department of the City of Chicago avail itself of the financial assistance provided by the Division of Traffic Safety of the United States Department of Transportation, to train its police officers in the State-of-the-art traffic control procedures; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized in behalf of the Police Department of the City of Chicago to execute an application to the Division of Traffic Safety of the Illinois Department

of Transportation for a grant in the amount of \$407,116.70 with an additional local contribution of existing and appropriated funds in the amount of \$140,493.24.

SECTION 2. The Mayor of the City of Chicago is further authorized to act in connection with this application, to give those assurances which may be necessary and to provide such additional information as may be required by the United States Department of Transportation and the Illinois Department of Transportation.

SECTION 3. The funds received by the City of Chicago under the Federal Highway Safety Project grant, to be administered by the Illinois Department of Transportation, shall be for the purpose of enabling the Chicago Police Department to conduct a Concentrated Traffic Enforcement Program. The goal of this program is the reduction of vehicle accidents involving fatalities and serious personal injuries at locations throughout the City by enforcing those traffic violations which are most likely to cause such accidents.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Execution of Grant Contract Authorized with USDOT/UMTA
and IDOT for Commuter R.R. Viaduct Rehabilitation.**

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

WHEREAS, The U. S. Secretary of Transportation is authorized under Section 3 of the Urban Mass Transportation Act of 1964, as amended, to award grants for mass transportation projects; and

WHEREAS, By ordinance passed on July 15, 1982, the City Council authorized the Mayor to execute and file a grant application with the Urban Mass Transportation Administration and the Illinois Department of Transportation for funds in the amount of \$1,000,000, of which \$800,000 (80%) will be provided by the Federal government and \$200,000 (20%) will be provided by the State of Illinois, with no local match required by the City of Chicago for design and engineering to rehabilitate various bridges and viaducts in the City of Chicago; and

WHEREAS, It has now become necessary for the City of Chicago to provide a part of the local share in the amount of \$16,243 (1.6%); and

WHEREAS, The U.S. Department of Transportation Urban Mass Transportation Administration and the Illinois Department of Transportation have prepared grant contracts for this Commuter Railroad Viaduct Rehabilitation Project to provide funding for the design and engineering of the commuter railroad viaducts in the amount of \$1,000,000 of which \$800,000 (80%) will be provided by the Federal government, 183,757 (18.4%) will be provided by the State of Illinois and \$16,243 (1.6%) will be provided by the City of Chicago; and

WHEREAS, It is required by the U. S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

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

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

SECTION 1. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Corporation Counsel to certify contracts pertaining to the Commuter Railroad Viaduct Rehabilitation Project in the amount of \$800,000 between the Urban Mass Transportation Administration and the City of Chicago (IL-03-0096) in the amount of \$183,757 between the Illinois Department of Transportation and the City of Chicago (CAP-83-197-FED) with the City of Chicago providing \$16,243 for a total grant amount of \$1,000,000.

SECTION 2. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 3. That the City of Chicago will provide the local share in the amount of \$16,243.

SECTION 4. That the City Comptroller is directed to disburse the grant funds as required to carry out the Commuter Railroad Viaduct Rehabilitation Project.

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

SECTION 6. That the Commissioner of Public Works with the approval of the City Comptroller is authorized to execute subsequent revisions to the Urban Mass Transportation Administration and the Illinois Department of Transportation contracts which do not result in a change in the total grant amount.

SECTION 7. That the Mayor is authorized to execute, the City Clerk to attest, and the Corporation Counsel to certify subsequent technical amendments to these grant contracts with the Urban Mass Transportation Administration and the Illinois Department of Transportation which do not result in a change in the total grant amount.

SECTION 8. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Execution of an Amendment to an Agreement Authorized between State and City for the Reconstruction of the Congress Dockwall Project.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an amendment to an agreement with the State of Illinois providing for the reconstruction of the Congress Dockwall described therein, said agreement to be substantially in the following form:

Whereas, on June 16, 1978, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to reconstruct the Congress Dockwall hereinafter called the "Project"; and

Whereas, The City and the State are desirous of revising the scope of work covered under the aforementioned Agreement to include only Preliminary Engineering and also revising the cost estimates for the Project;

Now, Therefore, Be It Agreed that the aforementioned Agreement be revised to read as follows:

WITNESSETH:

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

Whereas, the State and the City, in the interest of maintaining highway structures in a safe and working order, find it necessary to proceed with the preliminary engineering for the dockwall along the east bank of the South Branch of the Chicago River between Van Buren and Congress Street bridges.

Now Be It Therefore Resolved, the City Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for the project named and identified herein and to submit same for approval by the State.
2. To finance the work pending progressive reimbursement by the State, to appropriate such funds as are necessary thereto, and to prepare a complete and accurate breakdown of costs for the project financed by the City.
3. To pay any costs in excess of the State's limiting amount established in Paragraph 5 of the Agreement.
4. To retain all project records and to make them available for audit by the State auditors during the project development and construction stages, and for a period of three years after final acceptance.

Now Be It Therefore Resolved, The State Agrees:

5. To reimburse the City for one hundred percent (100%) of the City's costs not to exceed a maximum of \$58,000, upon receipt of billing supported by documentation as required by the State.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

6. That the estimated cost of the project covered under this Agreement is:

Preliminary Engineering.....\$58,000

7. This Agreement and the covenants contained herein shall be null and void in the event the preliminary engineering work contemplated herein is not completed by December 31, 1982. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

Be It Further Agreed, that items contained in the original City/State Agreement are null and void.

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

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Execution of an Amendment to an Agreement Authorized between
State and City for the Dearborn Park I Street
Improvement Project.**

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Dearborn Park I, described therein, said agreement to be substantially in the following form:

Whereas, on May 17, 1978, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to design and construct a system of streets, parkways, lighting and signalization, identified as the Dearborn Park I Street Improvement Project, hereinafter called the "Project"; and

Whereas, Numbered Paragraph 13 of the aforementioned Agreement contains four improvements, three of which (improvements b, c and d) are provided for in separate City-State Agreements; and

Whereas, the City and the State are desirous of reducing the costs and the scope of work of the Project covered under this Agreement to include only item a: Neighborhood One;

Now, Therefore; Be It Agreed, that Numbered Paragraph 13 of the aforementioned Agreement be revised to read:

13. That said project generally consists of the planning, design and complete construction of streets, parkways, lighting and signalization in the areas detailed hereinafter:
- a. Neighborhood One: Plymouth Court - Polk Street to Roosevelt Road; Federal Street - Polk Street to Roosevelt Road; 11th Place - Clark Street to Plymouth Court; 9th Street - Clark Street to State Street.

Now, Therefore, Be It Agreed, that Numbered Paragraph 14 be revised to read:

14. That the State's share of the estimated cost of the various phases of the Project shall be limited to the amounts shown below in accordance with the time periods specified:

Neighborhood One - Fiscal Year 1978

Engineering	\$ 80,000
Lighting (Force Account)	\$ 225,000
Signalization (Force Account)	\$ 40,000
Construction	<u>\$ 651,400</u>

TOTAL: \$ 996,400

Be It Further Agreed, that Numbered Paragraph 18 be added to the aforementioned Agreement as follows:

18. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval of the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 14.

Be It Further Agreed, that all items contained in the original City/State Agreement which are not in conflict with this Amendment shall remain in full force and effect.

Be It Further Agreed, that this Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Execution of an Amendment to an Agreement Authorized between
State and City for the Columbus Drive Improvement Project
between Randolph St. and Wacker Dr.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an amendment to an agreement with the State of Illinois providing for the construction of Columbus Drive, described therein, said agreement to be substantially in the following form:

Whereas, on February 2, 1978, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to construct Columbus Drive between E. Randolph Street and E. Wacker Drive, hereinafter called the "Project"; and

Whereas, Numbered Paragraph 13 of the aforementioned Agreement contains the estimated cost and the division of financial responsibilities for the Project; and

Whereas, the City and the State are desirous of updating and revising the estimate of cost and decreasing the upper limit of State participation.

Now, Therefore, Be It Agreed, that Numbered Paragraph 13 of the aforementioned Agreement be revised to read:

- 13. That the estimated force account and contract construction cost of the Project covered under this Agreement is:

	<i>Eligible for FA Participation</i>	<i>Ineligible for FA Participation</i>
State:	\$ 7,082,914	-0-
IC Corporation:	-0-	\$ 7,777,000

and that based upon the current ratio of Federal-Aid to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Urban (70.21% of \$7,082,914)	\$ 4,972,914
Non-Federal Funds (State) (29.79% of \$7,082,914)	\$ 2,110,000
TOTAL:	\$ 7,082,914

and that based upon said ratio, State participation in final actual costs of the Project is limited to a maximum of \$2,110,000, with any Non-Federal share required in excess of that amount to be provided by the City.

Be It Further Agreed, that Numbered Paragraph 16 be added to the aforementioned Agreement as follows:

16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval of the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.

Be It Further Agreed, that all items contained in the original City/State Agreement and any subsequent executed Amendments which are not in conflict with this Amendment shall remain in full force and effect.

Be It Further Agreed, that this Amendment shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Second Addendum to a City-State Project Agreement
Authorized for the Improvement of the Irving Park
Road Bridge over the North Branch of the
Chicago River.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a second addendum to an agreement with the State of Illinois providing for the improvement of the Irving Park Bridge described therein, said addendum to be substantially in the following form:

Whereas, on May 17, 1978, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement and on October 5, 1979, said agencies entered into an Addendum thereto, to improve the Irving Park Road Bridge over the North Branch of the Chicago River, hereinafter referred to as the "Project"; and

Whereas, Numbered Paragraph 11 of the aforementioned Agreement contains the estimate of costs and division of financial responsibilities for the Project; and

Whereas, the City and the State are desirous of updating and revising the estimate of costs and reducing the upper limit of State participation.

Now, Therefore, Be It Agreed, that Numbered Paragraph 11 of the aforementioned Agreement be revised to read:

11. That the estimated costs of the project as covered under this Agreement are:

Contract Construction	\$ 463,771
Construction Engineering/Supervision	<u>\$ 60,000</u>
TOTAL:	\$ 523,771

and that based upon the current ratio of Federal-Aid Urban to Non-Federal funds, the estimated participation for the Project will be:

Federal-Aid Urban (75.18% of \$523,771)	\$ 393,771
Non-Federal Funds (24.82% of \$523,771)	<u>\$ 130,000</u>
TOTAL:	\$ 523,771

and that the State's participation in final actual costs of the Project is limited to a maximum of \$130,000, with any non-federal share required in excess of that amount to be provided by the City or by Addendum to this Agreement.

Be It Further Agreed, that Numbered Paragraph 14 be added to the Agreement as follows:

14. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 11.

Be It Further Agreed, that all items contained in the original City-State Agreement and any subsequent executed Addendum which are not in conflict with this Addendum shall remain in full force and effect.

Be It Further Agreed, that this Addendum to an Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Second Addendum to a City-State Project Agreement Authorized
for Construction of the Columbus Dr. Bascule Bridge.**

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an addendum to an agreement with the State of Illinois providing for the construction of the Columbus Drive bascule bridge described therein, said addendum to be substantially in the following form:

Whereas, on March 29, 1978, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement and on September 27, 1979, said agencies entered into an Addendum thereto, to construct a bascule bridge carrying the Columbus Drive Extension over the Main Branch of the Chicago River, hereinafter referred to as the "Project"; and

Whereas, Numbered Paragraph 12 of the aforementioned Agreement contains the estimate of costs and division of financial responsibilities for the Project; and

Whereas, the City and the State are desirous of updating and revising the estimate of costs and of increasing the upper limit of State participation.

Now, Therefore, Be It Agreed, that the Numbered Paragraph 12 of the aforementioned Agreement be revised to read:

12. That the estimated costs of the Project as covered under this Agreement are:

Contract Construction	\$ 33,200,201
Construction Supervision and Construction Engineering	\$ 1,500,000
Force Account Construction	<u>\$ 50,000</u>
TOTAL:	\$ 34,750,201

and that based upon the current ratio of Federal-Aid Urban to Non-Federal funds, the estimated participation for the Project will be:

Federal-Aid Urban (75.18% of \$34,750,201)	\$ 26,125,201
Non-Federal Funds (State) (24.82% of \$34,750,201)	<u>\$ 8,625,000</u>
TOTAL:	\$ 34,750,201

and that the State's participation in final actual costs of the Project is limited to a maximum of \$8,625,000, with any Non-Federal share required in excess of that amount to be provided by the City or by Addendum to this Agreement.

Be It Further Agreed, that Numbered Paragraph 16 be added to the Agreement as follows:

16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 12.

Be It Further Agreed, that all items contained in the original City-State Agreement and any subsequent executed Addendum which are not in conflict with this Addendum shall remain in full force and effect.

Be It Further Agreed, that this Addendum to an Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Second Addendum to an Agreement to be Executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Third Addendum to a City-State Project Agreement Authorized
for Rehabilitation of the Torrence Av. Drawbridge.**

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, an addendum to an agreement with the State of Illinois providing for rehabilitation of the Torrence Avenue Drawbridge, described therein, said addendum to be substantially in the following form:

Whereas, on May 17, 1978, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to rehabilitate the Torrence Avenue Drawbridge over the Calumet River and on October 5, 1979, and August 21, 1981, said agencies entered into an Addendum thereto, hereinafter called the "Project"; and

Whereas, Numbered Paragraph 10 of the aforementioned Agreement contains the estimate of costs and division of financial responsibilities for the Project; and

Whereas, the City and the State are desirous of updating and revising the estimate of costs.

Now, Therefore, Be It Agreed, that Numbered Paragraph 10 of the aforementioned Agreement be revised to read:

10. That the estimated costs of the Project as covered under this Agreement are:

Preliminary Engineering*	\$ 125,000
Contract No. 1 (Furnishing Ropes)	\$ 500,000
Contract No. 2 (Replacing Ropes)**	<u>\$ 475,000</u>
PROJECT GRAND TOTAL:	\$ 1,100,000

* Including \$21,000 Chicago Program State Bonds

** Including Construction Engineering

and that based upon the current ratio of the Federal-Aid Urban to Non-Federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the Project will be:

Federal-Aid Urban (75.18% of \$1,079,000)	\$ 811,192
Non-Federal Funds (State) (24.82% of \$1,079,000)	\$ 267,805
(State-Chicago Program)	<u>\$ 21,000</u>
PROJECT GRAND TOTAL:	\$1,100,000

and that the State's participation in final actual costs of the Project is limited to \$21,000 in Chicago Program bond funds and a maximum of \$295,000 in State matching funds, with any Non-Federal share required in excess of these amounts to be provided by the City or by Amendment to the original Joint Agreement as revised.

Be It Further Agreed, that all items contained in the original City-State Agreement and the Addendum thereto which are not in conflict with this Addendum shall remain in full force and effect.

Be It Further Agreed, that this third Addendum to an Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Third Addendum to an Agreement to be Executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Execution of Agreement Authorized between State and City for
Intersection Improvements at Belmont and Kimball Aves.**

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the intersection improvement of Belmont and Kimball, described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the intersection of Belmont Avenue and Kimball Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as amended, (1979), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

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

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the Non-Federal (State) and Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the widening of the north side of Belmont Avenue between Kimball Avenue and Christiana Avenue from 51 feet to 62 feet (face-to-face of curb), the widening of Belmont Avenue at its west approach to Kimball Avenue from 48 feet to 50 feet (face-to-face of curb), the resurfacing of the Belmont Avenue portion of the intersection, the replacement of the existing traffic signal heads and the relocation of all catch basins within the project limits to meet the new curb lines and grades.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 90,000
Force Account Construction	\$ 200,000
Construction Engineering/Supervision	<u>90,000</u>
TOTAL:	\$ 299,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$299,000)	\$ 254,150
Non-Federal Share (State) (15% of \$299,000)	<u>\$ 44,850</u>
TOTAL:	\$ 299,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$49,335.00 with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1985.

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

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

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Execution of Agreement Authorized between State and City
for Ohio St. Widening between Orleans St. and
Michigan Av.**

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the Ohio Street widening described therein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to widen Ohio Street between Orleans Street and Michigan Avenue, hereinafter referred to as the "Project"; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as amended, (1979), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Act of 1978 or subsequent Federal legislation for the force account construction, contract construction and construction engineering/supervision of said Project; and

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

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Federal share and Non-Federal (State) share of the costs incurred in connection with the construction engineering/supervision, force account construction and contract construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other actions.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision work, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Non-Federal (State) and Federal shares of costs.

6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition or encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the widening and resurfacing of Ohio Street between Orleans Steet and Michigan Avenue. The roadway will be widened from 46 feet to 54 feet, which will provide for 3 lanes at 11 feet and 2 lanes at 10.5 feet. Also included is the realignment of the intersection at Orleans Street and Ohio Street.

Included in this improvement will be the placement of new PCC curb and gutters, new sidewalks and a new bituminous surface from Orleans to Michigan. The existing drainage structures will be relocated to meet the new curb line and elevations. All traffic signal hardware currently in substandard condition will be replaced and upgraded.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
13. That the cost estimates of the Project covered herein are as follows:

Contract Construction	\$ 910,000
Force Account Construction	1,300,000
Construction Engineering/Supervision	<u>90,000</u>
TOTAL:	\$ 2,300,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects the estimated proportional participation for the Project will be:

Federal-Aid Share (FAU) (75.18% of \$2,300,000)	\$ 1,729,140
Non-Federal Share (State) (24.82% of \$2,300,000)	<u>\$ 570,860</u>
TOTAL:	\$ 2,300,000

and that based upon said ratio, the State financial participation (referred to herein as the Non-Federal Share) in final actual costs of the Project shall be limited to a maximum of \$627,946, with any Non-Federal Share required in excess of that amount to be provided by the City or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
16. That standard Federal-Aid procedures and requirements apply to all phases of this Project.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1985.

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

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

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Execution of Agreement Authorized between State and City for
Intersection Improvements at Jefferson and Adams Sts.**

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to, and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the Intersection Improvement of Jefferson Street at Adams Street described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the intersection at Jefferson Street and Adams Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as amended, (1979), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

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

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with force account construction, construction engineering/supervision and contract construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Non-Federal (State) and Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of increasing the curb radius at the southeast corner of the Jefferson Street/Adams Street intersection to facilitate CTA buses making the north-to-east turn. Also included in this improvement will be the relocation of traffic signals at the southeast corner and the construction of new curbs, sidewalks and roadway at said corner to meet the existing grade.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$ 70,000
Force Account Construction	\$ 25,000
Construction Engineering/Supervision	<u>\$ 7,000</u>
TOTAL:	<u>\$ 102,000</u>

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$102,000)	\$ 86,700
Non-Federal Share (State) (15% of \$102,000)	<u>\$ 15,300</u>
TOTAL:	<u>\$ 102,000</u>

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) in final actual costs of the Project shall be limited to a maximum of \$16,830, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

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

15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1985.

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

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

[Signature forms omitted for printing purposes.]

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuiter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Transfer of Funds Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith to authorize the transfer of funds in the Department of Aviation.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuiter, Volini, Orr, Stone--46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From: Account</i>	<i>Purpose</i>	<i>Amount</i>
740-8654-161	Repair or Maintenance of Facilities	\$ 4,000,000
<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
740-8654-816	For Engineering, Construction, Equipment and Installation of Interim Facilities	\$ 4,000,000

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From: Account</i>	<i>Purpose</i>	<i>Amount</i>
740-8654-157	Rental of Equipment and Services	\$ 1,900,000.00
<i>To: Account</i>	<i>Purpose</i>	<i>Amount</i>
740-8654-816	For Engineering, Construction, Equipment and Installation of Interim Facilities	\$ 1,000,000.00
740-8654-817	For Expenditures related to completion of Revenue Bond Construction	\$ 900,000.00

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

**City Comptroller Authorized to Execute Leases
of Certain Property for Municipal Purposes.**

The Committee on Finance submitted five proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use by City Departments and Agencies.

On separate motions made by Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinances):

Department of Law.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from 20 North Clark Street Property, an Illinois Limited Partnership Under Harris Trust and Savings Bank, as Trustee, Under Trust Number 39038, dated October 27, 1978, for approximately 11,525 square feet of office space on the 30th floor at No. 20 N. Clark Street, Chicago, Illinois, for use by the Department of Law, such lease to be approved by the Corporation Counsel for the Department of Law and also, to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 12539 of this Journal]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this Lease at the rate of:

Fifteen Thousand Eight Hundred Forty-six and 87/100 Dollars (\$15,846.87) per month for the period beginning on the 1st day of January, 1983, and ending on the 31st day of December, 1983;

(Continued on page 12540)

LEASE-Short Form Lease No. 14015 Form C O No. 1B City of Chicago

This Agreement, Made this day of A. D. 19 between 20 North Clark Street Property, An Illinois Limited Partnership Under Harris Trust and Savings, As Trustee, Under Trust Number 39038, Dated October 27, 1978, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 11,525 square feet of office space located on the 30th floor of the building located at 20 North Clark Street, for the Department of Law.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1983, and ending on the 31st day of December A. D. 1985.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Collins Tuttle & Co., Inc., 20 N. Clark, Chicago, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof. Provisions See Rider "B" Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor shall comply with all the provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider "C" Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except

[Signature forms omitted]

(Continued from page 12538)

Sixteen Thousand Three Hundred Twenty-seven and 08/100 Dollars (\$16,327.08) per month for the period beginning on the 1st day of January, 1984, and ending on the 31st day of December, 1984;

Sixteen Thousand Eight Hundred Seven and 29/100 Dollars (\$16,807.29) per month for the period beginning on the 1st day of January, 1985, and ending on the 31st day of December, 1985.

Rent is payable in advance on the 1st day of each month by the office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for air conditioning when necessary for comfortable occupation of space and maintain equipment in good operable condition.

Provide and pay for heat when necessary for comfortable occupation on premises and maintain heating plant in good operable condition.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by the respective governmental taxing bodies.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and maintain elevator service at all times.

Maintain interior and exterior of building, including all mechanical components.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction and maintenance of the demised premises.

Provide and pay for removal of snow and ice from sidewalks abutting said premises.

Provide and maintain public liability and property damage insurance in the amount of \$500,000 combined single limit per occurrence with an umbrella policy for bodily injury and property damage combined single limit per occurrence in the amount of \$5,000,000; with the City to receive a certificate of insurance for said coverage prior to lease execution. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Pay for electricity as separately metered.

Have the right to terminate this lease upon sixty (60) days prior written notice to Lessor at address cited herein, said cancellation right to be exercised on the first (1st) of every month.

—
License Appeal Commission.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Wells Properties Incorporated, as beneficiary under Michigan Avenue National Bank

of Chicago Trust, Trust No. 1412, dated July 24, 1968, for approximately 693 square feet of rentable office space on the 7th floor in Suite 700 located at No. 201 N. Wells Street, to be used by the City of Chicago License Appeal Commission; such lease to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 12542 of this Journal]

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

Riders "A", "B", and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Six Hundred Sixty-four and 12/100 (\$664.12) Dollars per month for a period beginning on the 1st day of August, 1982 or date of occupation, whichever occurs later (with said rental rates being prorated on a per diem basis, if initial term does not commence on the first day of a month) and ending on the 31st day of July, 1983;

Six Hundred Ninety-three and no/100 (\$693.00) Dollars per month for a period beginning on the 1st day of August, 1983 and ending on the 31st day of July, 1984.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

- Provide and pay for heat; maintain plant and equipment in good operable condition.
- Provide and pay for hot and domestic water and maintain plumbing in good operable condition.
- Provide and pay for central air conditioning and maintain same for duration of lease.
- Provide and pay for window washing once a year.

(Continued on page 12543)

LEASE--Short Form

Form C. O. No. 1B

City of Chicago

This Agreement, Made this..... day of.....

A. D. 1982, between wells properties, Inc., a limited partnership as beneficiary under Michigan Avenue National Bank of Chicago Trust, Trust No. 1412 dated July 24, 1968, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 693 square feet of rentable office space on the 7th floor in Suite 700 located at 201 North Wells for the City of Chicago License Appeal Commission

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August or date of occupation whichever occurs later A. D. 1982, and ending on the 31st day of July, A. D. 1984. Lessee has the right to terminate this lease. Upon Thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at John McLaughlin, Manager, 201 N. Wells, Chicago, IL 60606 such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof

For Rental: Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said denised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except for [unclear]

[Signature forms omitted for printing purposes]

(Continued from page 12541)

Provide elevator service Monday thru Friday.

Provide 24 hour security service Monday thru Friday.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Provide and pay for janitorial service which includes the maintenance of interior and exterior of the building including all mechanical components.

Provide and pay for own custodial service which includes the daily cleaning of leased premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered for outlets and lights only.

Have the right to terminate lease upon thirty (30) days prior written notice to Lessor at the address cited herein.

Additional Terms and Conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this Lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this Lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereon from rental herein due under this Lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

—
*Department of Police/Beat Representative Program
No. 17 S. Kedzie Av.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Garfield Park Community Development Corporation, for approximately 1,130 usable

square feet of office space located at No. 17 S. Kedzie Avenue for the use by the Department of Police/Beat Representative Program, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 12545 of this Journal]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor, to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Hundred Sixty and no/100 (\$360.00) Dollars per month for a period beginning on the 1st day of July, 1982 or date of occupation, whichever occurs later (with said rental rates being prorated on a per diem basis, if the initial term does not commence on the first day of a month), and ending on the 30th day of June, 1983;

Three Hundred Eighty-five and no/100 (\$385.00) Dollars per month for a period beginning on the 1st day of July, 1983, and ending on the 30th day of June, 1984;

Four Hundred Five and no/100 (\$405.00) Dollars per month for a period beginning on the 1st day of July, 1984, and ending on the 30th day of June, 1985.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Paint entire premises prior to execution of lease.

Replace floor molding throughout premises prior to execution of lease.

(Continued on page 12546)

LEASE-Short Form Lease No. _____ Form C. O. No. 10 _____ City of Chicago

This Agreement.

Made this _____ day of _____

A. D. 19 _____ between Garfield Park Community Development Corporation, an Illinois Corporation as Lessor

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,130 square feet of usable office space located at 17 South Kedzie Avenue for the Beat Representative Program of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July or date of occupation whichever occurs later A. D. 1982/ and ending on the 30th day of June A. D. 1985 Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Garfield Park Community Development Co., 9 South Kedzie Chicago, Illinois 60612 at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof. ~~For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall at all times comply with the provisions of the City of Chicago Municipal Building Code

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider "C" Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

[Signature forms omitted for printing purposes]

(Continued from 12544)

Replace broken windows in front section of premises prior to execution of lease.

Replace all damaged or missing fluorescent bulbs prior to execution of lease.

Remove all debris from store prior to execution of lease.

Provide hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service which includes the maintenance of interior and exterior of the building including all mechanical components.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and pay for heat; maintain plant in good operable condition.

Provide and maintain at all times public liability insurance in the amount of \$250,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the terms of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Pay electricity as metered.

Provide and pay for own custodial service which includes the daily cleaning of leased premises.

Additional clauses to be included in lease:

In the event of breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor shall fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

*Department of Police/Beat Representative Program
No. 2434 S. Pulaski Rd.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Alex Rosales and Raquel Rosales, his wife, as joint tenants and not tenants in common,

for approximately 1,200 square feet of office space on the first (1st) floor of the building located at No. 2434 S. Pulaski Road, for the Department of Police/ Beat Representative Program, such lease to be approved by the Department of Police, and also approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 12548 of this Journal]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said location.

RIDER "B"

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Hundred Ten and no/100 (\$410.00) Dollars per month for the period beginning on the first (1st) day of August, 1982 or date of occupation, whichever occurs later, (with said rental rate being prorated on a per diem basis. If term does not commence on the first (1st) day of the month) and ending on the 31st day of July, 1983.

Four Hundred Thirty and no/100 (\$430.00) Dollars per month for the period beginning on the first (1st) day of August, 1984, and ending on the 30th day of July, 1984.

Four Hundred Sixty and no/100 (\$460.00) Dollars per month for the period beginning on the first (1st) day of August, 1984, and ending on the 30th day of July, 1985.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

(Continued on page 12549)

LEASE--Short Form Lease No. Form C. O. No. 18 City of Chicago

This Agreement, Made this... day of... A. D. 19... between Alex Rosales and Raquel Rosales, his wife, as joint tenants and not tenants in common... as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1,200 square feet of office space on the first (1st) floor in the building located at 2434 South Pulaski, in the 10th District Police Beat Representative Program/Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the... 1st... day of August... or date of occupation whichever occurs later A. D. 1982, and ending on the... 31st... day of July... A. D. 1985. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Raquel Rosales, 2434 S. Pulaski, Chicago, IL 60623... or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof... For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof... Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider "C" Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

[Signature forms omitted for printing purposes]

(Continued from page 12547)

Paint walls prior to execution of lease.

Install water fountain in reception area prior to execution of lease.

Provide air-conditioning unit and maintain said air-conditioning unit in good operable condition.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Maintain interior and exterior of the building including all mechanical components.

Provide and pay for janitorial service as required.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of the demised premises.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

During the term of this lease provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the Lessee to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Pay real estate taxes and other levies assessed against improved real property within deadlines established by the respective governmental taxing bodies.

Provide and pay for exterminator services on a monthly basis, or more often if required.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Provide and pay for plate glass insurance on the first (1st) floor of said demised premises.

Have the right to terminate lease upon thirty (30) days written notice to the Lessor at the address cited herein.

Provide and pay for its own custodial services.

Federal Funds Clause: It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the Federal Government. If said funds are not made available from the Federal Government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Additional terms and conditions:

In the event of breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

—
*Department of Police/Beat Representative Program
No. 4346 W. 63rd St.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Louis Kolegas and Francis Kolegas as Joint Tenants and not as Tenants in Common, for approximately 981 square feet on the first floor as office space at No. 4346 W. 63rd Street, for the Beat Representative Program of the Department of Police; such lease to be approved by the Superintendent of the Department of Police and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 12551 of this Journal]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provision.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

(Continued on page 12552)

LEASE--Short Form Lease No. 12023 Form C, O No. 1B City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Louis Kolegas and Frances Kolegas as Joint Tenants and not Tenants in Common _____, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 981 square feet on the first (1st) floor as office space at 4346 West 63rd Street, for the Beat Representative Program of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 1982, and ending on the 30th day of September A. D. 1985. Lessee has the right to terminate this lease thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mr. & Mrs. Louis Kolegas, 10016 S. Parke Ave., Oak Lawn, IL 60453 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof

Provisions See Rider "B" Attached Hereto and Made a Part Hereof Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor Lessor shall comply with the provisions of the City of Chicago Municipal Building Code

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

(Signature forms omitted for printing purposes)

(Continued from page 12550)

Four Hundred Sixty-one and 88/100 (\$461.88) Dollars per month for a period beginning on the 1st day of October, 1982 and ending on the 30th day of September, 1983.

Four Hundred Ninety and 50/100 (\$490.50) Dollars per month for a period beginning on the 1st day of October, 1983 and ending on the 30th day of September, 1984.

Five Hundred Ten and 93/100 (\$510.93) Dollars per month for a period beginning on the 1st day of October, 1984 and ending on the 30th day of September, 1985.

Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain heating and air conditioning plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for the maintenance of the interior and exterior of the building when necessary.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$300,000 per occurrence and \$300,000 aggregate bodily injury and \$100,000 per occurrence property damage; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered for air conditioning, outlets and lights only.

Provide and pay for plate glass insurance.

Provide and pay for custodial service which includes the daily cleaning of leased premises.

Additional terms and conditions:

In the event of a breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereon from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Amendatory Ordinance Authorizing Lease to City
of Chicago for Premises Located at No.
2550 W. North Av.

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

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

SECTION 1. That the ordinance and lease passed by the City Council on May 18, 1982, (C.J. p. 10675), authorizing the City Comptroller to execute on behalf of the City of Chicago, a renewal of lease from the Michigan Avenue National Bank of Chicago, as trustee under Trust Number 4066, dated November 24, 1980 for approximately 23,304 square feet of office space and use of basement for storage space at No. 2550 W. North Avenue, for use by the Department of Human Services, be and the same is hereby amended by striking from the lease, wherever it appears, the following:

"\$5,229.42"

and inserting in lieu thereof:

"\$5,280.73".

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

[Amended Lease attached to this ordinance printed on page 12554 of this Journal]

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat between the hours of 8:00 A.M. and 9:00 P.M. Monday through Friday and 9:00 A.M. to 5:00 P.M. on Saturday. Heating shall be turned on sufficiently in advance each morning to insure that premises are heated to approximately 68 degrees by 8:00 A.M.

(Continued on page 12555)

This Agreement, Made this _____ day of _____

A. D. 1981, between Michigan Avenue National Bank of Chicago, As Trustee, Under Trust Number 4066, Dated November 24, 1980, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 23,304 square feet of office space (on the 1st and 2nd floors) and use of basement storage space in the building located at 2550 West North Avenue, for use by the Department of Human Services as the Trina Davila Community Service Center.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January, A. D. 1981, and ending on the 31st day of December, A. D. 1982. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the Lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Armond Dinverno, 7301 N. Wolcott, Chicago, Ill. 60626, or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Five Thousand Two Hundred-Eighty and 73/100 (\$5,280.73) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Lessor and Lessee Responsibilities See Rider "B" Attached Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

(Signature forms omitted for printing purposes)

(Continued from page 12553)

Provide and pay for air conditioning units of sufficient power to provide for comfortable occupancy of the demised premises during office hours as defined herein above.

Provide and pay for cold water for toilet purposes and cold and hot water for lavatory purposes; such water to be drawn through fixtures installed and maintained by Lessor. Lessor will not be responsible for repairs to said fixtures caused by acts of vandalism or Lessee neglect which occur during hours of operation.

Provide and pay for the maintenance of exit signs. Lessor will not be responsible for damage to said exit signs caused by acts of vandalism or Lessee neglect which occur during hours of operation of said facility.

Provide and maintain fire extinguishers which are to be maintained and inspected as required by the Municipal Code. Lessor will not be responsible for damages to said fire extinguishers caused by acts of vandalism or Lessee neglect which occur during hours of operation of said facility.

Maintain at its own expense the building's exterior and make any necessary repairs to the structural elements including the roof, exterior walls and exterior glass to bring said building into compliance with the Municipal Building Code.

Operate and maintain in good working condition at its own expense the heating, ventilation, air conditioning, plumbing, electrical and elevator systems contained within the demised premises except for electrical wiring and fixtures that have been installed by Lessee. Lessor will not be responsible for damages to said heating, ventilation, air conditioning, plumbing, electrical and elevator systems caused by acts of vandalism or Lessee neglect which occur during hours of operation of said facility.

Maintain building at all times in compliance with the City of Chicago Municipal Building Code.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Pay for all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Provide and pay for electricity as metered for said premises.

Provide and pay for repair or replacement of exit signs, fire extinguishers, toilet and lavatory fixtures, when damage has been caused by acts of vandalism or Lessee's neglect during hours of operation of said facility.

Provide and pay for janitorial service for said premises.

Provide and pay for scavenger service for said premises.

Provide and pay for extermination of said premises as required.

Provide and pay for daily custodial service for said premises.

Make and pay for repairs for damages to said premises caused by acts of vandalism or Lessee neglect which occur during hours of operation of said facility.

Maintain and repair all modifications Lessee has made to said premises.

Other clauses to be included within the lease will read as follows:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease may in the future be partially or entirely payable from funds when made available by Federal and/or State Government (s). If said funds are not made available from the Federal and/or State Government (s) and as result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

In the event of breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon giving thirty (30) days prior written notice by certified or registered mail to Lessor at the Lessor's address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards, or any violations of the Municipal Building Code not caused by the acts of vandalism or Lessee negligence, and the failure continues thirty (30) days after the Lessee has notified the Lessor by written notice delivered by certified or registered mail at the Lessor's address cited herein, of such failure. The Lessee may at its own option make the necessary repairs or supply maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor thirty (30) days prior written notice by certified or registered mail at the Lessor's address cited herein.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Cargo Building Sublease Authorized between Continental
Airlines, Inc. and Air France for Space at Chicago
-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing a sublease agreement between Continental Airlines, Inc. and Air France for cargo space at Chicago-O'Hare International Airport.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--48.

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 Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Continental Airlines, Inc. and Air France, for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

[Sublease Agreement printed on pages 12558 through 12592
of this Journal.]

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

**Execution of Redevelopment Agreement Authorized between
City and Midwest Electric Mfg. Corp. for Expansion
of Facilities Located at No. 1639 W. Walnut St.**

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

WHEREAS, By ordinance approved September 29, 1979, as amended by ordinance approved October 24, 1979, the City Council of the City of Chicago approved a land trade with Midwest Electric Manufacturing Corporation, by which the City vacated a public alley between two parcels of land owned by Midwest Electric Manufacturing Corporation in exchange for Midwest Electric Manufacturing Corporation's dedicating a portion of its property to the same use as part of its development plan; and

WHEREAS, Midwest Electric Manufacturing Corporation, as part of its development plans, has agreed to make certain improvements to the dedicated land; and

WHEREAS, The Department of Economic Development of the City of Chicago has agreed to reimburse Midwest Electric Manufacturing Corporation for a portion of the cost of said improvements; and

WHEREAS, The City Council of the City of Chicago, upon the recommendation of the Department of Economic Development, approved a further ordinance on December 29, 1981, granting conditional approval for the issuance of industrial revenue bonds up to a total sum of \$2,500,000 to finance Midwest Electric Manufacturing Corporation's development of its property and manufacturing facility; now, therefore,

(Continued on page 12593)

CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT
CARGO BUILDING
SUBLEASE AGREEMENT
AIR FRANCE

This Sublease Agreement is made as of the _____ day of _____, by and between CONTINENTAL AIR LINES, INC., a Nevada corporation, (hereinafter called "Continental"), and Compagnie National Air, a _____
France corporation, (hereinafter called the "Tenant").

WHEREAS, Continental is a party to that certain Airport Use Agreement dated January 1, 1959, with the City of Chicago, Illinois, (hereinafter called the "City") relating to the O'Hare International Airport, Chicago, Illinois (hereinafter called the "Airport"); and,

WHEREAS, Continental has leased from the City, under an agreement dated August 25, 1966, which is hereinafter called the "Basic Lease", an area of land consisting of approximately 11.873 acres located on the Airport at the easterly portion of the cargo area and shown as outlined in red on Exhibit "A" attached hereto and made a part hereof for all purposes, which area of land is hereinafter called the "Cargo Site"; and,

WHEREAS, Continental has constructed on the Cargo Site an air cargo building containing approximately 315,000 square feet of space together with related cargo ramp aprons, docks, and other facilities in accordance with certain plans and specifications which have been approved by the City, which air cargo building and other improvements are hereinafter called the "Continental Air Cargo Facility", as shown on Exhibit "B" attached hereto and made a part hereof for all purposes; and,

WHEREAS, Tenant has subleased space in the Continental Air Cargo Facility from Continental in the past and desires to continue to sublease such space and to occupy and use the same in accordance with the covenants, terms, and conditions set forth herein

NOW, THEREFORE, in consideration of these presents, and the promises, covenants, and agreements contained herein, the parties hereto do hereby agree as follows:

1. DESCRIPTION OF SPACE.

Continental, for and in consideration of the promises, covenants, and agreements herein contained and made on the part of the Tenant, does hereby demise and sublease unto the Tenant the following space located in the Continental Air Cargo Facility:

A. For the exclusive use of the Tenant, the following space:

Approximately 20,000 square feet of apron level warehouse space;

Approximately 21,875 square feet of basement warehouse space;

Approximately 5,000 square feet of mezzanine space;

Approximately 15,000 square feet of ground service equipment parking space which space is hereinafter called the "Exclusive Space" and is more particularly described as outlined in red on Exhibit "C" attached hereto and made a part hereof for all purposes; and

- B. For use in common with all other occupants of the Continental Air Cargo Facility, the space hereinafter called the "Common Space" which shall include the aircraft taxiways, the aircraft ramp area, the truck road and dock area, and the employee and customer parking areas, all of which is more particularly described as outlined in green on Exhibit "B" attached hereto.

The Exclusive Space together with the Common Space are sometimes hereinafter collectively called the "Leased Space".

To have and to hold the Leased Space during the term hereof, subject to the covenants and restrictions contained herein, for the purpose of handling air cargo and operating an air cargo terminal as described in paragraph 2 of this Sublease Agreement.

It is understood that Continental has subleased space in the Continental Air Cargo Facility to others in the past and may continue to do so. The obligations of the Tenant and the other sublessees shall be several and not joint, and Tenant shall not be responsible for any acts or omissions of the other sublessees.

2. USE.

Tenant shall use the Leased Space and the other rights and privileges granted hereunder, subject to rules and regulations promulgated by the City, for air cargo terminal purposes and purposes reasonably necessary or convenient in connection therewith, including but not limited to the following:

- A. the receiving, delivery, dispatching, processing, handling, and storing of air cargo, express, mail, and other property.
- B. the loading and unloading upon the Leased Space of property, cargo, and mail upon or from aircraft (including exclusive freight or cargo flights) by such means as may be necessary or convenient,

and the exercise of all rights and privileges upon and with respect to the Leased Space and with respect to the cargo ramp areas at the Airport available for common use which are granted to the Tenant under an agreement with the City substantially the same as the Airport Use Agreement (to which reference is above made).

- C. the loading, unloading, and parking of automobiles and trucks for use only by employees of the Tenant and invitees of the Tenant having business at the Continental Air Cargo Facility.
- D. the maintenance and operation of the facilities and equipment located upon the Exclusive Space and facilities and equipment owned by the Tenant and located upon the Common Space.

3. TERM.

This Sublease Agreement shall commence as of the date of this Sublease Agreement and, unless sooner terminated as hereinafter provided, shall end on the thirtieth (30th) day of November, 1987, subject to extension in accordance with paragraph 5 below. Concurrent with the effective date of this Sublease Agreement, all prior sublease agreements and amendments shall become null and void and of no further effect.

4. RENTAL.

During the term hereof the Tenant shall pay unto Continental as and for rental for the space subleased hereunder, payable at the rate of \$ 211,944 per annum in equal monthly installments of \$ 17,662 payable in advance on the first day of each and every calendar month during the term hereof, commencing on the first day of the term hereof as established in accordance with paragraph 3 hereof. If the term hereof shall commence or terminate on a day other than the first calendar day of the month, then the rent for such month shall be prorated for such fractional month.

The rental shall be due upon receipt of invoice and shall be payable at the offices of Continental, Los Angeles International Airport, Los Angeles, California 90009, or at such other place as Continental shall, from time to time, designate by notice. Any rental or other sum due and payable by Tenant hereunder which is not paid when due shall bear interest at the rate of fifteen (15%) per annum from the due date thereof until paid.

5. OPTION.

Subject to the Basic Lease term extension, Continental hereby grants the Tenant the right and option to renew and extend the term of this Sublease Agreement, for an additional period not to exceed that of the extended Basic Lease term, upon all of the terms and conditions, except rental, herein contained; such extended term shall commence immediately following the expiration of the initial term hereof; and such option shall be exercisable by the Tenant giving to Continental its notice of intent and desire to extend not less than six (6) month prior to the expiration of the initial term hereof. The rental for the extended term shall be subject to the terms and conditions of the Basic Lease and as may be agreed by the parties and approved by the City of Chicago.

6. TAX AND INSURANCE ASSESSMENT.

In addition to the rental due and payable hereunder, the Tenant shall pay to Continental an annual assessment as and for insurance and taxes computed as follows:

- A. For each and every year during the term hereof, from the aggregate of (i) all ad valorem taxes, including personal property taxes, and special assessments due and payable with respect to the Continental Air Cargo Facility during said year, and (ii) the annual premiums paid by Continental for the fire and extended coverage insurance maintained by Continental during said year pursuant to paragraph 12 hereof, there shall be deducted the sum of \$40,000. The remainder therefrom is hereinafter called the "Annual Assessment".
- B. The Tenant shall pay to Continental upon invoice its proportionate share of the Annual Assessment as determined by the ratio between (i) the average amount of the Exclusive Space subleased to the Tenant in the Continental Air Cargo

Facility during such year, and (ii) the average aggregate amount of space available to be subleased for the exclusive use of all sublessees of, plus the space exclusively occupied by Continental in, the Continental Air Cargo Facility during the same year.

- C. Within sixty (60) days from the end of each and every year during the term hereof, Continental shall compute the proration of the Annual Assessment described in subparagraph B of this paragraph 6 and shall invoice the Tenant for its amount of such proration. Payment of the proration shall be due within twenty (20) days of receipt of invoice.

- D. Continental agrees to keep and maintain books and records of the insurance and ad valorem tax expenses incurred with respect to the operation of the Continental Air Cargo Facility, and shall submit an annual report to the Tenant in summary thereof accompanying the invoice described in subparagraph C of this paragraph 6.

7. SUBORDINATION.

This Sublease Agreement is subject and subordinate to all procured or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Leased Space forms a part, and all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, the Tenant shall execute promptly any certificate that Continental may request; and the Tenant hereby constitutes and appoints Continental as the Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of the Tenant. However, so long as the Tenant is not in default in the payment of rental or in the performance of any of the obligations of the Tenant created hereunder, during the

term hereof the Tenant shall have quiet and peaceable possession, use, and enjoyment of the Exclusive Space.

Notwithstanding the foregoing, this Sublease Agreement and the promises and covenants contained herein are subject and subordinate to the Basic Lease, a copy of which has been given to the Tenant; and the Tenant hereby covenants and agrees, for the benefit of Continental and the City, that it shall not, by its use and occupancy of the Leased Space, violate any of the provisions of the Basic Lease and that it shall faithfully perform all of the obligations of the Lessee thereunder insofar, but only insofar, as such obligations relate and pertain to the Leased Space (provided, however, that nothing herein contained shall obligate the Tenant to perform any obligation imposed upon Continental hereunder or to pay rental unto the City, which obligations shall be the sole responsibility of Continental).

This Sublease Agreement shall also be subject and subordinate to:

- A. Any existing or future Federal or State statute or any existing or future lease or agreement between the City 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 the Airport.
- B. The provisions of a deed from the United States to the City appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

- C. Other existing agreements and leases between the City 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 with reference to the conveyance by the United States to the City with reference to the conveyance by the United States to the City 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.

- D. The right of the City to further develop, improve, maintain, modify, and repair the landing area, the Terminal Buildings, and other buildings and appurtenances on the Airport, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

8. SERVICES AND UTILITIES.

Continental shall furnish, without additional cost or expense to Tenant, the services and utilities set forth below; provided, however, Continental shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of said services and utilities arising out of any cause whatever, but in the event any such variation, interruption, or failure of said services and utilities shall occur, Continental shall use its best reasonable efforts, exercising due diligence, to cause the resumption of such utilities and services:

- A. Potable domestic water in both the Exclusive Space and the Common Space, and sanitary sewer water in the Exclusive Space stubbed to the locations designated by Tenant.

- B. Lighting for the Common Space, including, without limitation, such loading dock, ramp, taxiway, and parking lot lighting as Continental shall determine adequate for the common use of the occupants of the Continental Air Cargo Facility.

- C. Snow removal from the Common Space, including the loading dock, ramp, taxiway, and parking lot, as required.
- D. The gas, electrical, and ventilation systems in the Continental Air Cargo Facility stubbed to the exterior of Tenant's Exclusive Space. All additional gas and electrical fixtures, equipment, and appliances required by the Tenant with respect to the Continental Air Cargo Facility shall be procured and installed by the Tenant at its own cost and expense. All electricity used or consumed by the Tenant, including that used for lighting, shall be separately metered and the cost thereof, including utility connecting charges and deposits, if any, shall be paid entirely by the Tenant. The gas used or consumed at the Continental Air Cargo Facility shall not be separately metered and Continental shall pay the monthly charges therefor, but the Tenant shall reimburse Continental monthly upon invoice for that portion of the gas deemed to have been used or consumed on behalf of the Tenant, including gas used or consumed for heating, as determined by allocating to the Tenant that portion of each monthly gas bill which is equal to the amount of Exclusive Space leased to the Tenant in the Continental Air Cargo Facility during the month to which the gas bill relates as compared with (i) the total amount of space subleased for the exclusive use of all sublessees in the Continental Air Cargo Facility during such month and (ii) the amount of space exclusively occupied by Continental in the Continental Air Cargo Facility during such month.

Continental shall not provide waste disposal service, the responsibility for which shall be the Tenant's; and Tenant agrees to cause the disposal of all waste, debris, and trash attributed to the Tenant, its officers, employees, agents, business invitees, and guests, at such intervals as shall be necessary to keep and maintain

the Continental Air Cargo Facility in a clean, sightly, sanitary, and tenantable condition.

9. MAINTENANCE AND REPAIR.

A. In addition to the services and utilities to be provided by Continental pursuant to paragraph 8 above, Continental shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and in a good state of repair as follows:

- (1) Continental shall maintain and repair all Common Space located at the Continental Air Cargo Facility, including, without limitation, the loading dock, ramp, taxiway, parking lot, and lighting system for the Common Space.
- (2) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair the Continental Air Cargo Facility structure in a workmanlike manner in accordance with good standard building practice.
- (3) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair all systems installed by Continental in the Continental Air Cargo Facility pursuant to the plans and specifications for the Continental Air Cargo Facility and the provisions of paragraph 8 hereof.

B. The Tenant shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and a good state of repair as follows:

- (1) The Tenant shall perform all routine maintenance of the Exclusive Space, including such cleaning and janitorial service as shall be necessary, so as to keep and at all times maintain the Exclusive Space in a clean, sightly, sanitary, and tenable condition.
- (2) The Tenant shall maintain and keep in a good state of repair all equipment, appliances, fixtures, and furnishings installed or brought upon the Leased Space by the Tenant.
- (3) The Tenant shall perform all maintenance and repair of the portion of the Continental Air Cargo Facility located within the Leased Space, or systems located therein, required as a result of or attributed to any negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests.

C. In the event the Tenant fails to perform, for a period of twenty (20) days after notice from Continental so to do, any obligation of the Tenant set forth in this paragraph 9, Continental may enter upon the Leased Space (without causing or constituting a termination of this Sublease Agreement and without causing or constituting an interference with the use or possession of the Leased Space by the Tenant) and do all things necessary to perform such obligation, charging to the Tenant the cost and expense thereof and the Tenant agrees to pay Continental such charge in addition to any other amounts payable by the Tenant hereunder; provided, however, if the Tenant's failure to perform any such obligation endangers the safety or use of the Continental Air Cargo Facility by the public, Continental, or the other tenants of the Continental Air Cargo Facility, and Continental so states in its notice to the Tenant, Continental may perform such obligation of the Tenant at any time after the giving of such notice and charge to the Tenant, and the Tenant shall pay, as above provided, the cost and expense of such performance.

10. FIXTURES AND ALTERATIONS.

The Tenant may, with the prior written approval of Continental, and, if requested by Continental, with the prior written approval of the Commissioner of Aviation and the Commissioner of Public Works of the City, and after obtaining all requisite building or construction licenses or permits, at its own cost and expense, erect or install in or upon the Exclusive Space any machinery, equipment, appliances, fixtures, or improvements or do or make any alterations or remodeling, or perform interior decorating. Any machinery, equipment, appliances, fixtures, improvements, and other property bought, installed, erected, or placed by the Tenant in, on, or about the Exclusive Space shall be deemed to be personalty and remain the property of the Tenant, and the Tenant shall have the right, at any time during the term of this Sublease Agreement, to remove any or all of its property, subject to the Tenant's obligation to repair damage, if any, resulting from such removal. The Tenant shall, upon cancellation or termination of this Sublease Agreement, or at any other time it removes any such property, restore the Exclusive Space leased hereunder to the condition as it existed at the beginning of the term hereof, ordinary wear and tear and damage by fire or other casualty covered by the insurance described in paragraph 12 hereof excepted.

11. INDEMNITY.

The Tenant covenants and agrees at all times to indemnify and hold Continental harmless from and against any and all claims, suits, demands, liabilities, judgments, loss, costs, damages, penalties for violation of any law, ordinance, or regulations affecting Tenant's operations, and expenses of any nature whatsoever (including the cost of investigating and defending any alleged suits, claims, demands, liability, judgments, loss, costs, damages, penalties, and expenses, and attorney's fees and expenses incurred in connection therewith) which may directly or indirectly arise from or be claimed against Continental by any person or persons for any loss of or damage to property, or injury to, including death, of any person whomsoever, consequent upon, or arising from or out of the operation, use, or occupancy of the Leased Space by the Tenant, its officers, employees, agents, business invitees, or

guests, or resulting from the carelessness, negligence, or improper conduct of the Tenant, its officers, employees, agents, business invitees, or guests in the use and occupancy of the Leased Space, except when any such claim, suit, demand, liability, judgment, loss, cost, damage, penalty, or expense is the direct result of the sole negligence of Continental, its officers, employees, agents, business invitees, or guests, or the joint negligence of Continental and any person, firm, or corporation other than the Tenant, its officers, agents, employees, business invitees, and guests.

In addition thereto, the Tenant agrees to indemnify and hold the City harmless from and against all liabilities, judgments, costs, damages, penalties, and expenses which may accrue against, be charged to or recoverable from the City by reason or on account of damage of the property of, injury to, or death of any person, arising from the Tenant's use and occupancy of the Leased Space, and operations at the Airport, including acts of its agents, contractors, and subcontractors, except when caused by the sole negligence of the City or by the joint negligence of the City and any person other than the Tenant, its agents, contractors, and subcontractors.

12. FIRE INSURANCE AND RESTORATION.

Continental shall obtain and maintain in full force and effect at all times during the term hereof, or any extension or renewal thereof, a policy or policies of fire and extended coverage insurance covering the Continental Air Cargo Facility in an aggregate amount not less than eighty percent (80%) of the full insurable value thereof.

If, during the term hereof, or any extension or renewal thereof, the Continental Air Cargo Facility shall be destroyed or damaged in whole or in part by fire or other cause, Continental shall promptly cause the same to be repaired, replaced, and rebuilt, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the Continental Air Cargo Facility existing immediately prior to such occurrence. Rental otherwise due and

payable hereunder shall be ratably abated with respect to that portion of the Exclusive Space, if any, rendered untenable as a result of such occurrence for and during the period of time Continental is restoring or rebuilding the Continental Air Cargo Facility subsequent to such damage or destruction, unless such damage or destruction is due to any malfeasance, misfeasance, or nonfeasance of the Tenant, its officers, employees, agents, business invitees, or guests. Nothing contained herein shall be deemed to create any obligation upon Continental to carry and maintain insurance coverage on any of the equipment, furnishings, and contents located within the Leased Space including, without limitation, ground equipment, air cargo, and air cargo handling equipment, all of which shall be the sole liability and responsibility of the Tenant.

13. INSURANCE.

The Tenant further covenants and agrees that, during the term of this Sublease Agreement, it will procure and maintain in full force and effect, at its own cost and expense, policies of insurance of the types and minimum amounts set forth below issued by a company or companies of sound and adequate financial strength acceptable to Continental and the City and naming Continental and the City as additional assureds thereunder.

Aircraft Public Liability and Property Damage

\$3,000,000 single limit

Comprehensive Public Liability and Property Damage

\$3,000,000 single limit

All such insurance shall be evidenced by a certificate or certificates of insurance delivered to Continental, shall contain a thirty (30) day notice of cancellation clause, and shall contain a provision waiving rights of subrogation against Continental and the City.

14. RULES AND REGULATIONS.

The Tenant shall at all times observe and obey all rules and regulations governing the conduct and operation of the Airport (as the same apply to the Continental Air Cargo Facility, and the Tenant's use and occupancy thereof) promulgated from time to time by the City. In addition thereto, Continental shall have the right at any time, and from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to the Continental Air Cargo Facility and the cargo area adjacent thereto, and the Tenant shall faithfully observe and obey all such rules and regulations; provided, however, such rules and regulations shall not be inconsistent with any applicable rules and regulations promulgated by the City.

15. ASSIGNMENT OR SUBLEASE.

The Tenant may assign and delegate this Sublease Agreement and the rights and obligations created hereunder to any corporation into or with which the Tenant may hereafter merge or consolidate, or which may succeed to the business and assets of the Tenant. The Tenant may further assign and delegate or sublease this Sublease Agreement, the rights and obligations created hereunder, and the premises leased hereby, to any wholly-owned subsidiary or affiliated corporation of the Tenant, in which event the Tenant shall remain primarily liable for the payment of rentals and the performance of all the other obligations of the Tenant created hereunder. Except as provided above, this Sublease Agreement and the rights and obligations created hereunder shall not be assignable or delegable by the Tenant, and any attempt to so assign or delegate shall be null and void.

With the prior written consent of Continental, which consent shall not be unreasonably withheld, the Tenant may sublease the Exclusive Space at a monthly rental rate not to exceed an amount equal to the Tenant's expenses with respect to the Exclusive Space so subleased and facilities and services furnished by the Tenant to, and used by, its sublessee in connection therewith. In the event only a portion of the Exclusive Space is so subleased, it shall be subleased at a monthly rental rate not to exceed a ratable apportionment, on a square foot basis, of the monthly rental rate which would obtain if all of the Exclusive Space was subleased.

It is mutually understood and agreed that nothing contained in this Sublease Agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of Continental for any purpose or in any manner whatsoever.

16. REMEDIES UPON DEFAULT.

If any of the following events shall occur:

- A. if any voluntary or involuntary petition in bankruptcy or insolvency, or any assignment for the benefit of creditors, or a receiver, shall be made, filed, or appointed by or against the Tenant, or if the Tenant's leasehold interest in the Leased Space shall be levied upon under execution or attachment by any process at law or in equity;
- B. if the Tenant shall abandon the Leased Space;
- C. if the Tenant shall default in the prompt payment to Continental of rent reserved hereunder, and such default shall continue for a period of fifteen (15) days after notice of such default is given by Continental to the Tenant; or,
- D. if the Tenant shall default in the prompt and full performance of any other term, covenant, or condition of this Sublease Agreement, and such default shall continue for a period of twenty (20) days after notice of such default is given by Continental to the Tenant, unless the default is of such a nature that the same cannot be cured or corrected within said twenty- (20) day period and the Tenant shall have promptly and diligently commenced to cure and correct such default and shall have thereafter continued

therewith with reasonable diligence and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practicable under the circumstances, and shall have continued therewith until the default shall have been cured and corrected;

then, and in any such event (all of which are herein collectively called "Events of Default"), all unpaid rent reserved by Continental hereunder shall immediately become due and payable; and, in addition thereto, Continental may exercise any of the following remedies or any other remedy available to Continental at law or in equity without further notice and without any further demand or other action by Continental, all of which the Tenant expressly waives, and all such remedies shall be cumulative and non-exclusive and the exercise of any one or more such remedies shall not be deemed to be an exclusive election of the remedy or remedies exercised or a waiver of the remedies not exercised, to wit: Continental may bring an action at law or in equity to collect the balance of the unpaid rent reserved hereunder; may terminate this Sublease Agreement and the rights of the Tenant created hereunder and recover damages sustained by the Event of Default; without terminating this Sublease Agreement, may terminate the Tenant's right to possession of the Leased Space; and with or without terminating this Sublease Agreement, may re-enter and repossess the Leased Space, and dispel and remove the Tenant and its property therefrom, using such force as may reasonably be necessary without being deemed guilty of trespassing, forceful entry or detainer and without relinquishing its right to the rent reserved hereunder, and without causing forfeiture of changes due by virtue hereof, nor a waiver of any covenant, agreement, or promise contained in this Sublease Agreement, to be performed by Tenant (the Tenant hereby granting Continental full and free license to so enter upon the Leased Space with or without notice, demand, and process of law). Upon and after entry into possession, without terminating this Sublease Agreement, Continental may in its sole discretion further resublet the Leased Space or any part thereof for the account of the Tenant to any person, firm, or corporation for such rent, and upon such terms and conditions as Continental may in its sole discretion determine; and the rent collected by Continental from such resubletting shall first be applied to

reimburse unto Continental all costs and expense incurred in connection with the resubletting of the Leased Space, including any and all reasonable costs and expenses incurred in repossessing the Leased Space from the Tenant, and the balance, if any, shall be applied to the rent reserved herein and any deficiency therein shall be the liability and obligation of the Tenant.

Tenant hereby waives all notice of any election made by Continental under this Sublease Agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any Illinois statute relating to forcible entry and detainer, or to Continental and Tenant, or any other statute, or by the common law during the terms of this Sublease Agreement.

The acceptance of rent, 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 provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Continental's right to act without notice or demand or of any other right hereby given Continental, or as an election not to proceed under the provisions of this Sublease Agreement.

If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocably constitute any attorney of any Illinois Court of Record attorney for it and, in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Continental and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to

an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof.

Continental shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released, or terminated, nor shall the right and power to confess judgment given in the preceding paragraphs hereof be deemed to be waived or terminated by the service of any five-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 premises.

Continental may collect and receive any rent due from Tenant and payment or receipt thereof shall not waive or affect any such notice, demand, suit, or judgment, or in any manner whatsoever waive, affect, change, modify, or alter any rights or remedies which Continental may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses, and attorney's fees which shall be incurred and expended by Continental in enforcing the covenants and agreements of this Sublease Agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17. REMEDIES UPON DEFAULT OF CONTINENTAL.

The Tenant shall have the right, upon giving notice to Continental, to cancel this Sublease Agreement upon or after the default of Continental in the performance of any of the terms, covenants, or conditions to be performed by Continental hereunder and the failure of Continental to cure and correct said default within sixty (60) days following receipt by Continental of written demand from the Tenant so to do; provided, however, that if the default is of such a nature that the same cannot be cured or corrected within said sixty (60) day period and if Continental shall have commenced the curing and correcting of such default within said sixty (60) days and shall have proceeded therewith, with reasonable diligence and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practical under the circumstances, then, and in that event, no notice of cancellation given pursuant to the provisions of this paragraph 17 shall be of any force or effect. Except as provided above in this paragraph 17, this Sublease Agreement, and the obligations of the Tenant created hereunder, shall not be cancellable or terminable by the Tenant for any cause whatever.

18. EQUAL OPPORTUNITY.

Tenant, in performing under this Sublease Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, 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, 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 Sublease Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1973, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1973, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1973, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1973, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

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

19. LIENS.

The Tenant shall at all times keep and maintain the Leased Space and improvements situated thereat free and clear of any and all liens, charges, and encumbrances whatsoever arising out of Tenant's use of the Leased Premises or in any manner attributed to any act or omission of the Tenant, its officers, agents, and employees, or relating to any work or improvements performed on or to the Leased Space by or on behalf of the Tenant, its officers, agents, and employees; and shall not mortgage, pledge, or in any manner hypothecate this Sublease Agreement; provided, however, the Tenant may, in good faith, contest the validity of

any lien but, notwithstanding any such contest, if any lien so contested shall be reduced to final judgment and such judgment or such process as may be issued or the enforcement thereof is not promptly stayed or is so stayed and said stay there- after expires, then, and in any such event, the Tenant shall forthwith entirely pay and discharge said judgment.

In addition to the rent and charge hereinabove described, Tenant shall pay all fees, charges, license fees, and taxes of whatever nature, if necessary, as re- quired by law or ordinance of the City.

20. NOTICES.

Notices and other communications given hereunder shall be in writing and shall be deemed to have been given and delivered when deposited in the United States Mail, registered or certified, with airmail postage prepaid, or delivered to a telegraph agency for immediate dispatch, and addressed, if to Continental, to:

Continental Air Lines, Inc.
Los Angeles International Airport
Los Angeles, California 90009

Attn: Senior Director
Properties and Facilities

and if to Tenant, to:

Compagnie Nationale Air France
1350 Avenue of the Americas
New York, New York 10019

Attn: Properties & Facilities Manager

or to such other address as the respective party shall from time to time designate in writing to the other party.

21. INGRESS AND EGRESS.

Continental grants to the Tenant, its officers, employees, agents, business invitees, and guests the right of access, ingress, and egress to and from the Continental Air Cargo Facility over such routes as shall be approved by the Commissioner of Aviation and the Commissioner of Public Works of the City, to the same extent and subject to the same conditions and restrictions as shall be available and applicable to Continental and the other occupants of the Continental Air Cargo Facility.

22. BINDING AGREEMENT.

Subject to the provisions of paragraph 15 hereof, this Sublease Agreement and the rights and obligations created hereunder shall be binding upon and inure to the benefit of the respective parties hereto, their successors, and assigns.

23. SURRENDER OF POSSESSION.

Upon termination of the initial term, or any extension, of this Sublease Agreement, the Tenant shall forthwith surrender the Leased Space to Continental in good condition and repair, reasonable wear and tear and damage from any casualty not arising out of a negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests, excepted; and if the Tenant shall retain possession of the Leased Space, or any part thereof, after the termination of the term, by lapse of time or otherwise, the Tenant shall pay to Continental all damages sustained by reason of the Tenant's retention of possession. Further, if the Tenant so remains in possession of the Leased Space, or any part thereof, such holding over shall, at the election of Continental, to be made by notice to the Tenant and not otherwise constitute a renewal of this Sublease Agreement for an additional one (1) year period. The provisions of this paragraph 23 shall not be construed to waive

Continental's right of re-entry or any other right in Continental hereunder.

24. MISCELLANEOUS.

A. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision herein contained.

B. Captions and paragraph headings used herein are for the convenience of reference only and are not intended to define, limit, or describe the scope or intent of any of the provisions of this Sublease Agreement.

C. A waiver by either party hereto of a breach by the other party of any covenant, condition, or other provision contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant, condition, or other provision and shall not in any way excuse or relieve the other party from its obligations and responsibilities created hereunder.

D. The Tenant shall have the right to install and maintain signs, provided that all signs so installed shall be limited to those which advertise air transportation, and the number, general type, size, design, and location of such signs shall be subject to the approval of Continental and the Commissioner of Aviation of the City.

E. This Sublease Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and supersedes all prior or contemporaneous representations, understandings, subleases, or agreements, whether oral or written. Neither this Sublease Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. No partial invalidity of this Sublease Agreement shall affect the remainder.

25. GOVERNING LAW.

This Sublease Agreement shall be deemed to have been entered into under and shall be construed in accordance with the Laws of the State of Illinois.

CONTINENTAL AIR LINES, INC.

ATTEST:

Mark L. Moore

Mark L. Moore
Assistant Secretary
Continental Air Lines, Inc.

By [Signature]

Properties and Facilities

~~ATTEST~~ WITNESS:

[Signature]

By [Signature]
COMPAGNIE NATIONALE AIR FRANCE
FRANÇOIS LAFAYE
GENERAL MANAGER U.S.A.
ATTORNEY-IN-FACT.

APPROVED:

Date _____

By _____
Commissioner of Aviation of the
City of Chicago, Illinois

CONSENT TO SUBLEASE

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

CITY OF CHICAGO
a municipal corporation

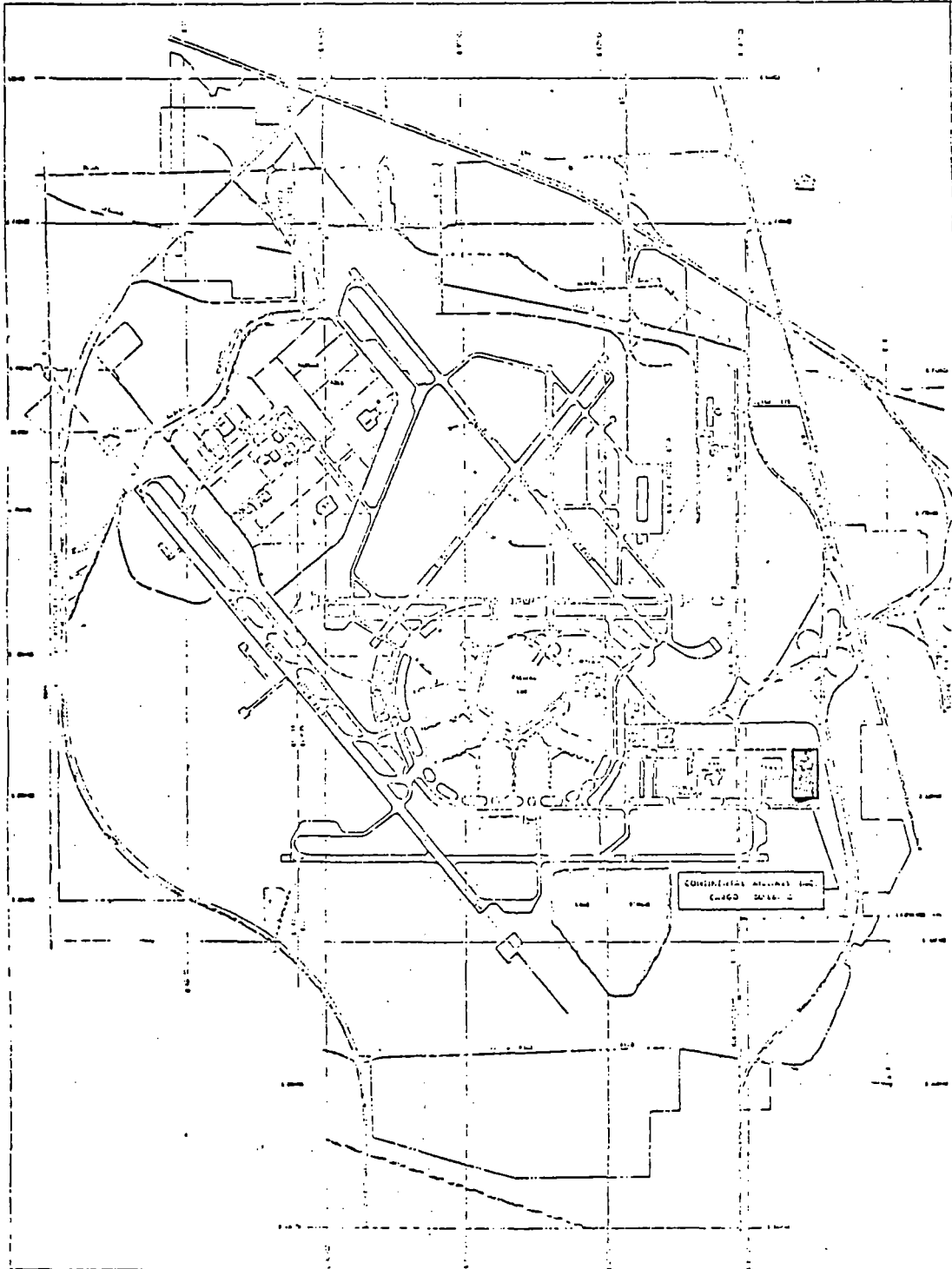
By _____
Commissioner of Aviation

By _____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

EXHIBIT "A"
TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SOBLEASE AGREEMENT



CHICAGO O'HARE INTERNATIONAL AIRPORT
10000 W. BROADWAY

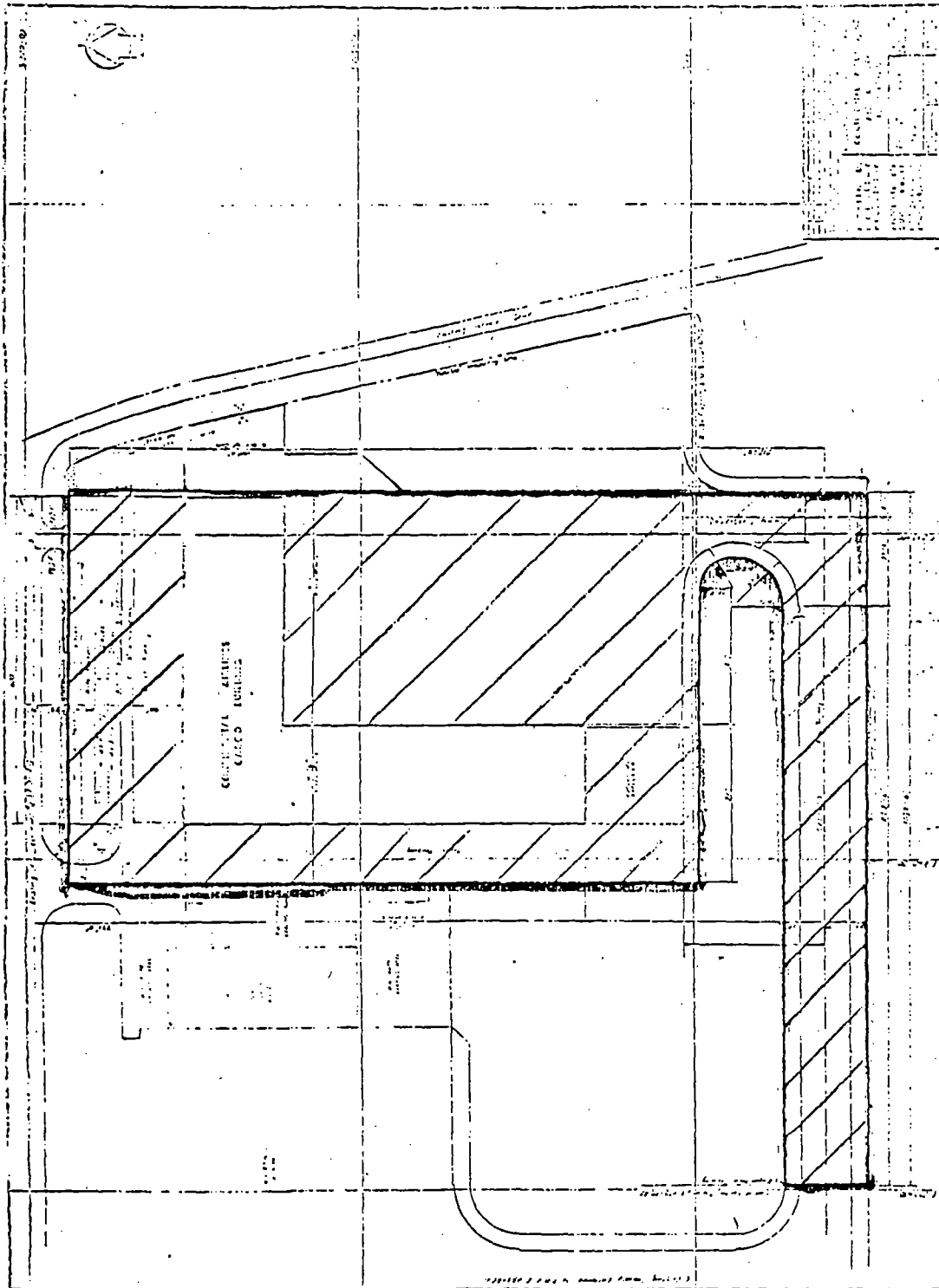


EXHIBIT "B"
TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

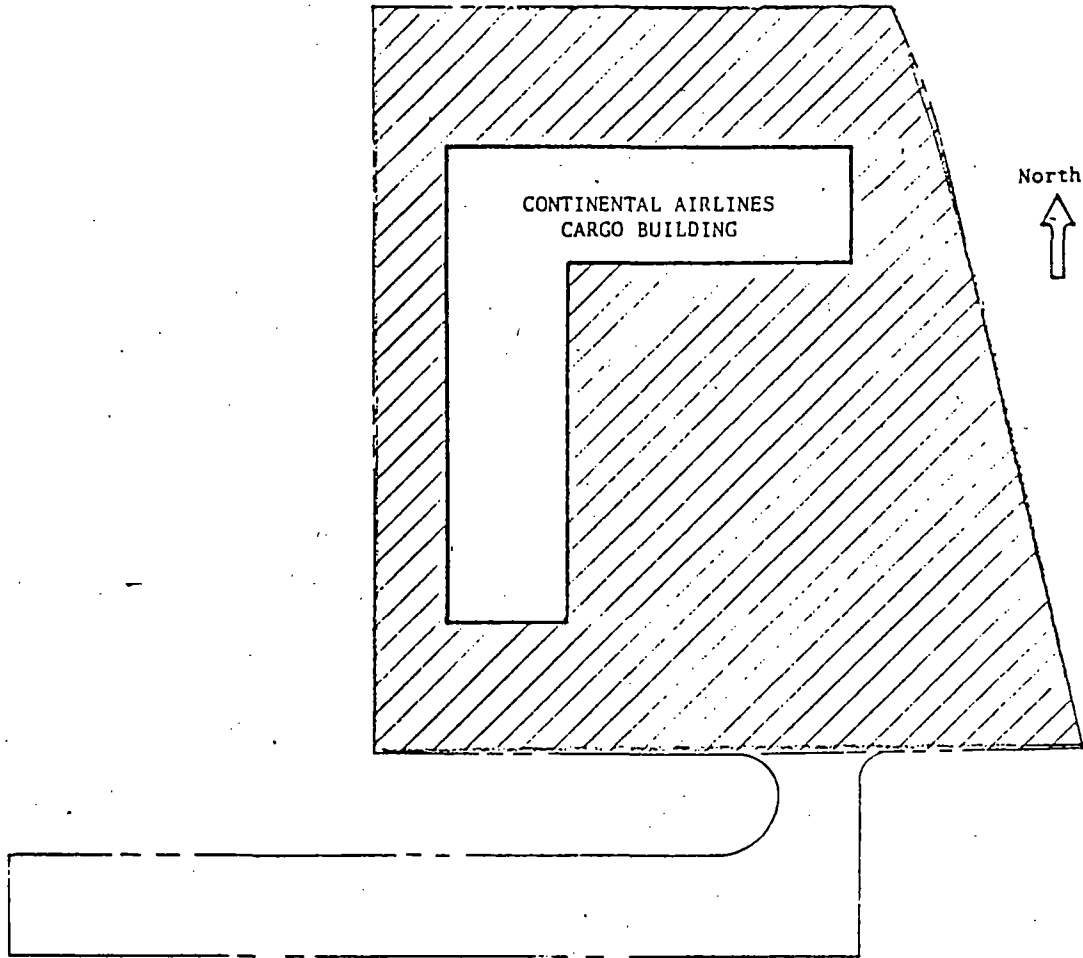


EXHIBIT "B" Page 1 of 12
TO THE CONTINENTAL AIRLINES INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

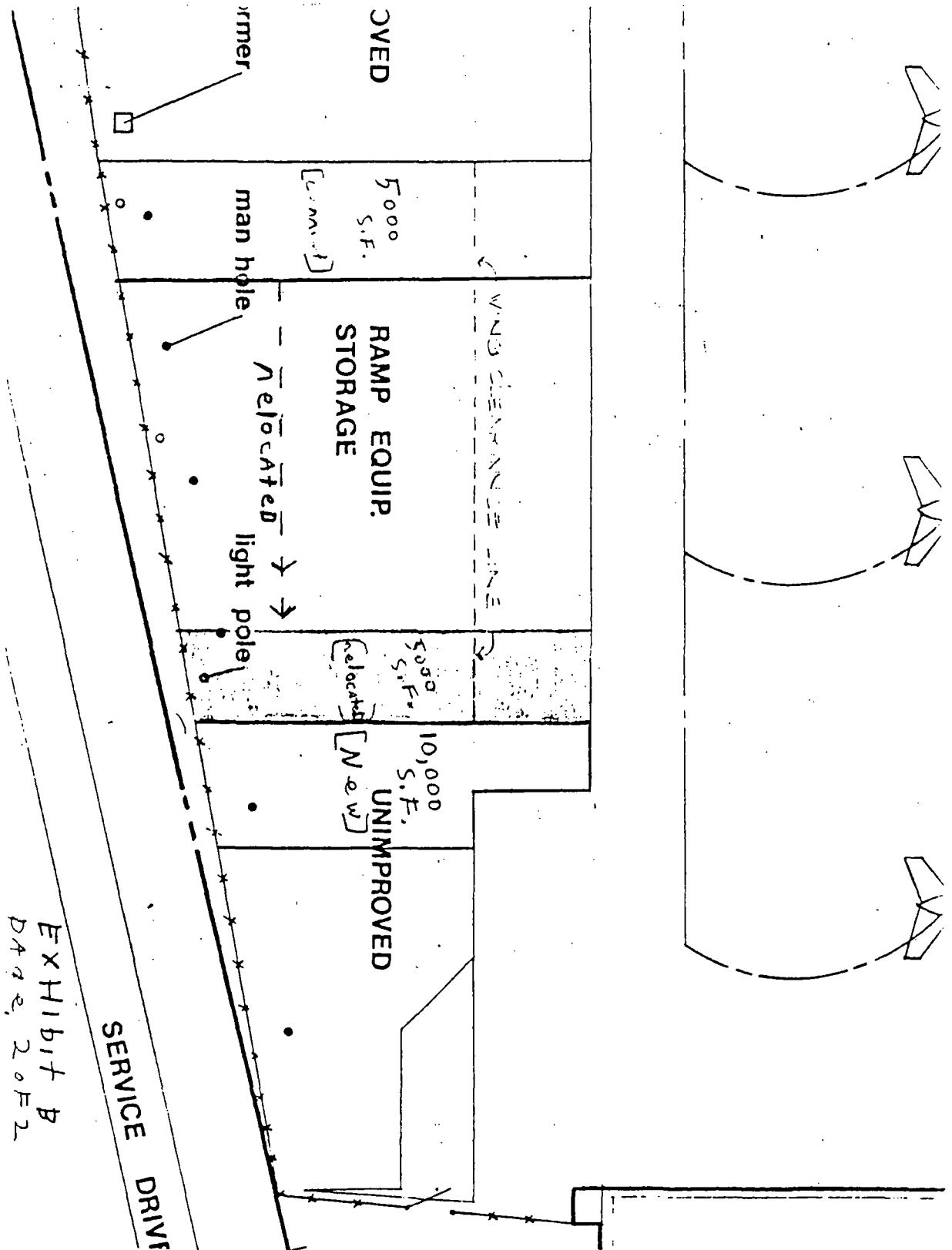


EXHIBIT B
PAGE 2 OF 2

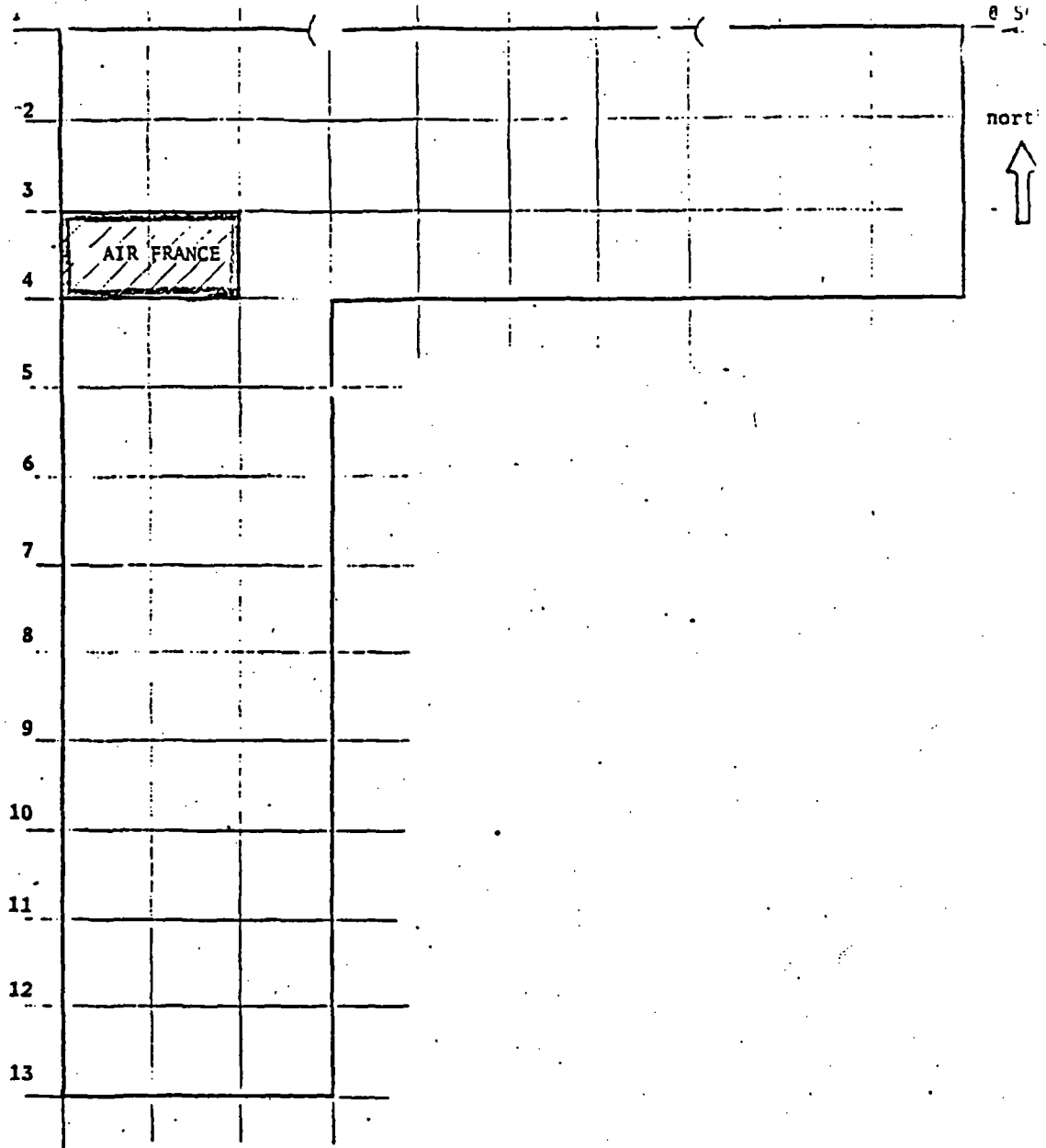


EXHIBIT "C" page 1 of 3

TO THE CONTINENTAL AIRLINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

MEZZANINE LEVEL

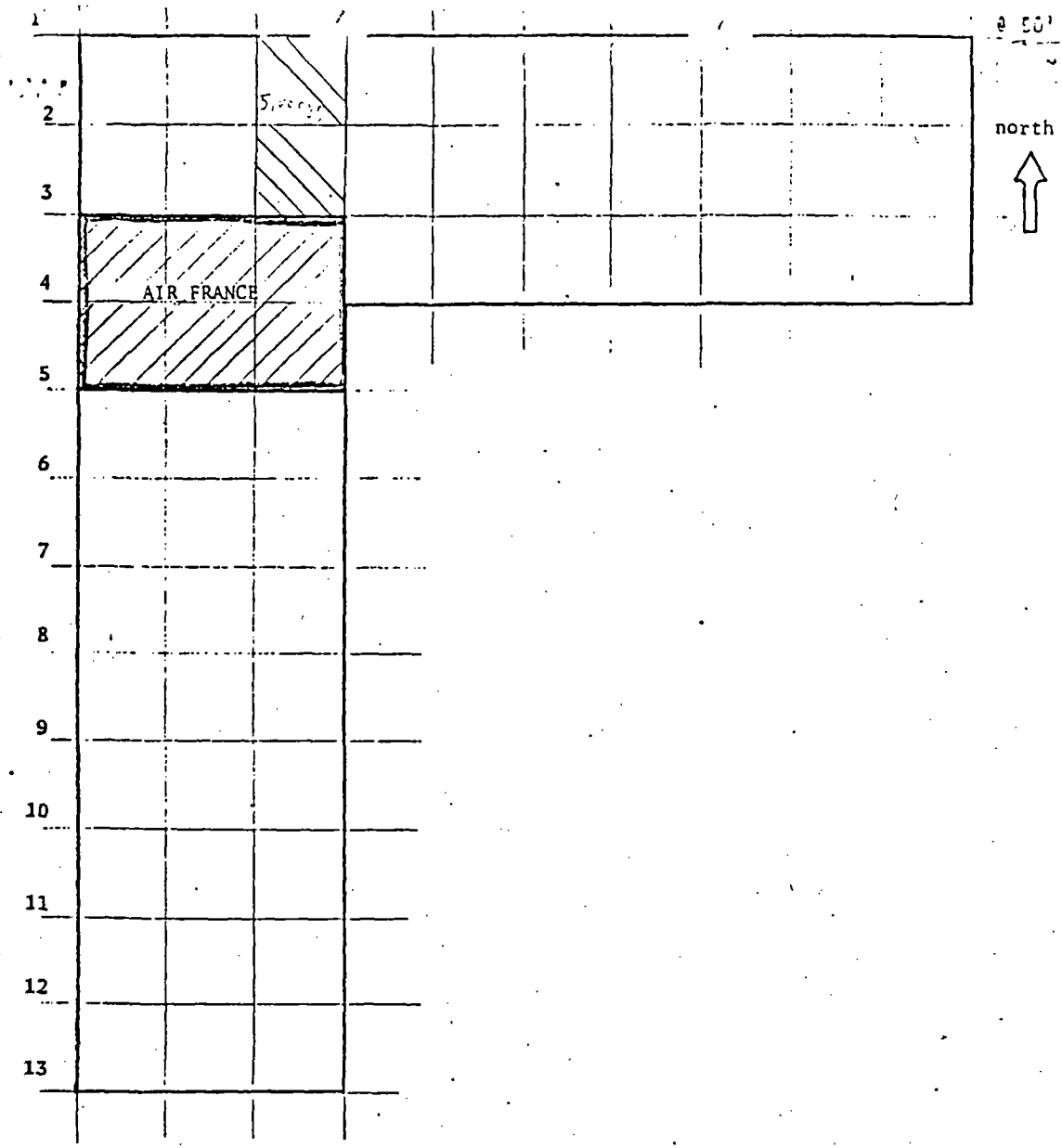


EXHIBIT "C" page 2 of 3

TO THE CONTINENTAL AIRLINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

APRON LEVEL

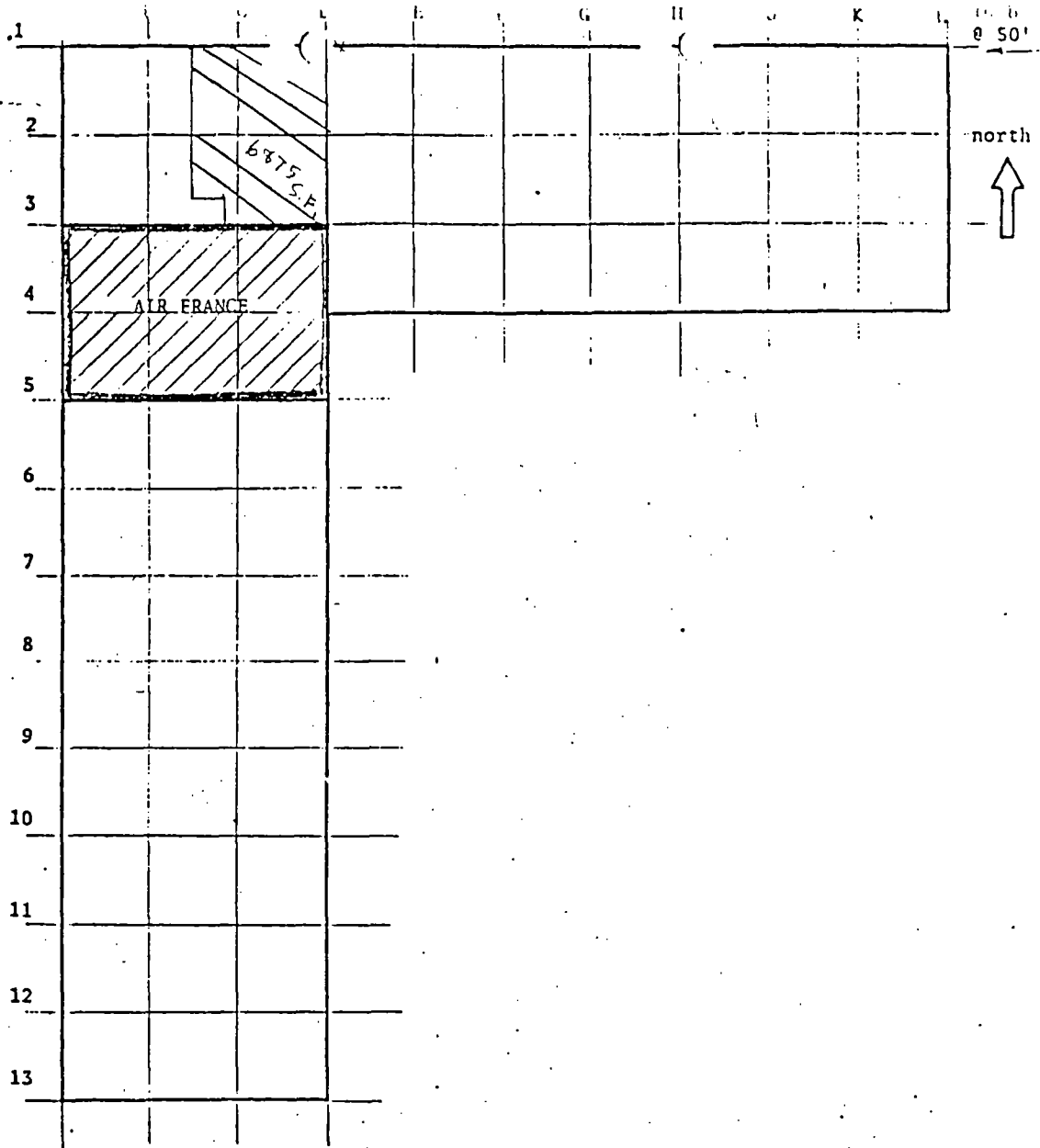


EXHIBIT "C" page 3 of 3

TO THE CONTINENTAL AIRLINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

BASEMENT LEVEL

(Continued from page 12557)

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

SECTION 1. That the Mayor and Commissioner of the Department of Economic Development are authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate Midwest Electric Manufacturing Corporation to make improvements on the dedicated land, and obligate the City to assist Midwest Electric Manufacturing Corporation by reimbursing it for the cost of said improvements to a maximum aggregate amount of \$11,538.00, said Redevelopment Agreement being in substantially the form of Exhibit A attached hereto.

[Redevelopment Agreement printed on pages 12594 through 12600
of this Journal]

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Execution of Easement Agreement Authorized for Construction and
Maintenance of the North Loop Transportation Center
Limited Partnership.**

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

WHEREAS, The City of Chicago by Ordinance adopted December 18, 1981 approved the sale of Block 18 in Commercial District Development Commission Project North Loop, to North Loop Transportation Center, Limited Partnership; and

WHEREAS, Pursuant thereto the City and North Loop Transportation Center, Limited Partnership, entered into a Redevelopment Agreement for said parcel dated December 18, 1981; and

WHEREAS, Section 7.02 of said Redevelopment Agreement provides for the grant by the City of perpetual easements for the location of Bell and Cap Easements, within the public way surrounding the perimeter of the parcel, and, further, that such grant shall be made a part of the consideration for the purchase of the parcel by North Loop Transportation Center Limited Partnership; now, therefore,

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

SECTION 1. That an Easement Agreement be entered into with the North Loop Transportation Center Limited Partnership, substantially in the following form:

(Continued on page 12601)

EXHIBIT A

REDEVELOPMENT AGREEMENT

THIS AGREEMENT between the CITY OF CHICAGO, a Home Rule Unit of Government of the State of Illinois (the "City"), by and through the Department of Economic Development of the City of Chicago, having its office at 20 North Clark Street, Chicago, Illinois (the "DED"); and MIDWEST ELECTRIC MANUFACTURING CORPORATION, an Illinois corporation, a wholly owned subsidiary of CROUSE-HINDS COMPANY and COOPER INDUSTRIES, INC., ("Midwest"), having its principal office at 1639 West Walnut Street, Chicago, Illinois.

W I T N E S S E T H:

WHEREAS, the DED was established on the 10th day of February, 1982 by ordinance of the City Council of the City of Chicago; and

WHEREAS, DED has as its primary purpose the creation of additional employment opportunities in the City through the attraction and expansion of industrial development in the City; and

WHEREAS, Midwest will expand its operations by constructing a 26,000 square foot hi-bay storage facility at 1639 West Walnut Street (the "Facility") which will result in the creation of approximately 150 new job opportunities at that facility within five years; and

WHEREAS, in order to complement the expansion project planned

by Midwest, the City has vacated an existing public alley adjacent to Midwest's Facility in exchange for Midwest's having dedicated a certain portion of its property (the "Property") at its Facility to the same use, both under that certain Ordinance passed by the City Council September 26, 1979, as amended October 24, 1979; and

WHEREAS, Midwest has further agreed to make certain public improvements on the Property; and

WHEREAS, the City has agreed to reimburse Midwest for its costs incurred in making the aforesaid improvements up to a maximum amount of \$11,538.00;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

1. Midwest agrees to make improvements to the Property, consisting of curb and gutter work, the stripping of existing alley pavings, fill to bring new alley paving to proper grade and a new surface finish (the "Improvements"), all to be done in accordance with the plans and specifications set forth in Exhibit A attached hereto and made a part hereof.

2. The City agrees, through application of funds available to the DED from its Year Five Community Development Block Grant from the United States Department of Housing, to reimburse Midwest up to a maximum amount of \$11,538 upon receipt from Midwest of written certification that the Improvements have been completed.

The certification shall be that the work was completed in accordance with applicable plans and specifications to the satisfaction of Midwest and that Midwest has paid the sums set forth therein. Further, copies of duly executed Mechanic's Lien Waivers shall be affixed to the certification.

3. Upon receipt of the certification and written confirmation by the Department of Streets and Sanitation that the Improvements comply with its requirements and the previously approved plans, DED shall issue or cause to be issued a check to Midwest in an amount not to exceed \$11,538.

4. It is expressly agreed by the parties hereto that DED's maximum obligation to reimburse Midwest for the cost of Improvements shall be \$11,538, and that Midwest shall be solely responsible for any and all amounts in excess thereof which is or may be required to complete the Improvements pursuant to Paragraph 1 herein.

5. Midwest hereby warrants to DED that:

- a. it was the owner of the Property at the time of dedication;
- b. it has taken all steps required by its articles of incorporation and by-laws to authorize the dedication of the Property to the City, and to enter into and execute this Agreement and any and all other instruments, agreements and documents related thereto as may reasonably be requested by the parties.

6. Upon the failure of Midwest to complete or cause to be completed the Improvements stated herein by October 1, 1982, the City may in its sole discretion terminate this Agreement without any further obligation to Midwest.

7. Midwest hereby confirms to the City that, as of the date of this Redevelopment Agreement the total cost of the Improvements and the related other expansion activities will be approximately as follows:

Building:	\$1,071,480
Equipment and Inventory:	242,260
Professional Fees and Performance Bond:	51,001
Improvements Pursuant to this Redevelopment Agreement:	11,538
Contingency:	<u>1,135,259</u>
Total	<u>\$2,511,538</u>

Of such total approximate project cost, the source of funds is as follows:

U.S. Dept. of Housing and Urban Development Community Development Block Grant-Year Five (Public Improvement Costs):	\$ 11,538
Private Funds:	<u>2,500,000</u>
Total	<u>\$2,511,538</u>

8. Midwest agrees that it will comply with applicable federal, state and local laws and ordinance from time to time in effect, including (without limitation) the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act, applicable ordinances of

the City with respect to non-discrimination in the sale, lease or rental or in the use of occupancy of the Land or any improvement located or to be erected thereon, or any part thereof.

9. Neither the City nor Midwest nor any successor in interest shall be considered in breach or default of its obligations hereunder in the event of enforced delay in the performance of such obligations due to causes reasonably beyond its control, and without its fault or negligence. The time for the performance of such obligations shall be extended for the period of such enforced delay, providing the party subject to such causes reasonably beyond its control shall give written notice to the other party of the existence of such causes within a reasonable time the same shall arise.

10. No member, official, or employee of the City or the DED shall have any personal interest, direct or indirect, in this Redevelopment Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City or the DED shall be personally liable to Midwest or any successor in interest, in the event of any default or breach by the City or the DED or for any amount which may become due to Midwest or its successors in interest or on any obligation under the terms of this Agreement.

11. All books, records and other documents relating directly to the receipt and disbursement of the above-described reimbursement shall be subject to the right of access by any duly authorized representative of the DED, of the Secretary of Housing and Urban Development, or of the Comptroller General of the United States for the purposes of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting these funds, and until the final settlement and conclusion of all issues arising out of this reimbursement or under this Redevelopment Agreement.

12. For the duration of this project any duly authorized representative of the DED or of the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the project.

13. Any and all notices given or required under this Agreement shall be in writing and placed in the United States Mail, first class and certified, with postage prepaid, and addressed:

IF TO DED: DEPARTMENT OF ECONOMIC DEVELOPMENT
Suite 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

IF TO MIDWEST: MIDWEST ELECTRIC MANUFACTURING CORPORATION
1639 West Walnut Street
Chicago, Illinois 60612
Attention: President

14. This Agreement shall be governed as to application and

interpretation in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Midwest and the City, by and through its DED, have caused this Redevelopment Agreement to be signed in their names and on their behalf as of the _____ day of _____, 1982.

CITY OF CHICAGO
DEPARTMENT OF ECONOMIC DEVELOPMENT

By _____
Suhail al Chalabi
Interim Commissioner

MIDWEST ELECTRIC MANUFACTURING CORPORATION

By _____
Robert J. McCann
General Manager

(Continued from page 12593)

Pursuant to an Ordinance adopted by the City Council of the City of Chicago on _____ day of _____ 1982, and as part of the consideration for the purchase of Block 18 in Project North Loop the City of Chicago, Municipal Corporation and body politics, does hereby give and grant to North Loop Transportation Center Limited Partnership, its successors, and assigns a perpetual easement for the purpose of constructing, maintenance, repair and renewal of shafts, bells and caps within the public ways for the support of structures to be constructed on the block of land bounded generally by Lake Street on the South, Haddock Place on the North; Clark Street on the East, and LaSalle Street on the West, and more particularly described as follows:

1. A perpetual easement for caisson bells extending three feet east of the west line of Clark Street as extended north four feet to a point in Haddock Place, between levels fifty feet below Chicago City datum to ninety feet below Chicago City datum and abutting Lots 1 through 7 and such extension of the west line of Clark Street in Assessor's Divisions of Lots 2 through 7 in Block 37 in original town of Chicago, Block 18 in the S.E. ¼ of Section 9: Township 39 N. Range 14.
2. A perpetual easement for caisson bells extending three feet west of the east line of LaSalle Street as extended north four feet to a point in Haddock Place between levels fifty feet below Chicago City datum, and ninety feet below Chicago City datum and abutting Lot 5 and such extension of the East line of LaSalle Street in original town of Chicago, Block 18, S.E. ¼, Section 9: 39 :14.
3. A perpetual easement for caisson bells and shafts extending four feet south of the north line of Lake Street, as extended three feet west of the west line of Lot 5 in the original town of Chicago, as aforesaid and as extended three feet east of the east line of Lot 4 in Assessor's Division as aforesaid, between levels fifty feet below Chicago City Datum and ninety feet below Chicago City datum and abutting Lots 5, 6 and 7 and the north line of Lake Street as extended in original town of Chicago as aforesaid and Lots 4, 5, 6 and 7 in Assessor's Division as aforesaid.
4. A perpetual easement for caisson shafts and caps extending one foot south of the north line of Lake Street between levels five feet below Chicago City datum, and fifty feet below Chicago City datum, and abutting Lots 5, 6 and 7 in original town of Chicago and Lots 4, 5, 6 and 7 in Assessor's Division, as aforesaid.
5. Starting at the Northwest corner of Lot 5 as aforesaid (LaSalle St. and Haddock Place) as follows:
 - (a) A perpetual easement extending east 82 feet along the south line of Haddock Place for caisson bells extending four feet north of the south line of Haddock Place between the levels fifty feet below Chicago City datum and ninety feet below Chicago City datum.
 - (b) A perpetual easement extending 138.26 feet easterly of the aforesaid 82 feet measured along the south line of Haddock Place for caisson bells extending north of the south line of Haddock Place, a distance of six feet between the levels 50 feet below Chicago City datum and 90 feet below Chicago City datum, and for caisson shafts and caps extending one foot north of the south line of Haddock Place between the levels of five feet below Chicago City datum to 50 feet below Chicago City datum.
 - (c) A perpetual easement extending 82 feet east from the above 138.26 feet measured along the south line of Haddock Place to the Northeast corner of said Lot 1 aforesaid

(Clark St. and Haddock Place) for caisson bells extending four feet north of the south line of Haddock Place between the levels 50 feet below Chicago City datum, and 90 feet below Chicago City datum and for caisson caps and shafts extending one foot north of the south line of Haddock Place between levels 5 feet below Chicago City datum to 50 feet below Chicago City datum.

It Is Further Provided, that this grant is subject to all easements presently located within the described grant area, and if it is found necessary to relocate said easements the grantee herein will pay for all expenses arising therefrom.

It Is Further Resolved, in consideration of this grant, that the grantee, its successors and assignees will indemnify and hold harmless the City of Chicago for any accidents and injuries for property damage or bodily harm arising out of any occurrence or accident ensuing out of the design, construction, maintenance and repair of such shafts, bells and caps and in the event the City is made a party to any litigation arising out of the same, will defend and protect the City in said litigation.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest the same. Said Easement Agreement shall also require the approval of the Corporation Counsel, the Commissioner of the Department of Streets and Sanitation, and the Commissioner of Public Works.

SECTION 3. The easement herein authorized is made as part of the consideration for the purchase of Block 18 in Project North Loop by North Loop Transportation Center, Limited Partnership, as provided for in Section 7.02 of the Redevelopment Agreement dated December 18, 1981 between the developer and the City of Chicago.

SECTION 4. It is a further condition of the Ordinance that said easement agreement be recorded by the grantee thereof within ninety days from said delivery thereof in the Cook County Recorder's Office.

SECTION 5. This ordinance to be effective immediately upon the passage thereof.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Acceptance of Bids for Purchase of City-Owned
Property at Sundry Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass six proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

On separate motions made by Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone-46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

Nos. 4316-4318 S. Lake Park Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of George B. Duggan, No. 39 S. LaSalle Street, Chicago, Illinois, 60603 to purchase for the sum of \$8,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed March 19, 1982, page 9963 described as follows:

Lot 5 in Owner's Subdivision of the North Part of Block 1 West of Lake Avenue in the Subdivision of the Executor's of E.K. Hubbard of the East half of the Southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded May 12, 1903 as Document No. 3389839 in Cook County, Illinois (commonly known as Nos. 4316-4318 S. Lake Park Avenue, Permanent Tax No. 20-02-304-051).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$800.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

No. 3814 W. Madison St.

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

SECTION 1. The City of Chicago hereby accepts the bid of West Side Unit an Illinois Corp., No. 3816 W. Madison Street, Chicago, Illinois to purchase for the sum of \$4,800.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 11, 1981, page 5393 described as follows:

Lot 9 (except the North 10 feet thereof) in Block 4 in Evans and others Subdivision of Blocks 1 to 4 both inclusive in Osborne's Subdivision of the West 5 acres of the East 10 acres of

that part of the East half of the West half of the Southwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, lying South of Lake Street in Cook County, Illinois (commonly known as No. 3814 West Madison Street, Permanent Tax No. 16-11-312-031).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$480.00 submitted by said bidder to the City Comptroller; who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
No. 4865 S. Princeton Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lily of the Valley Spiritual Church, No. 257 W. 48th Place, Chicago, Illinois, 60609 to purchase for the sum of \$1,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed March 19, 1982, page 9964 described as follows:

The west 67 feet of Lot 50 (except the south 1 foot thereof) in Block 2 in Eberhart and Treats Subdivision of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4865 S. Princeton Avenue, Permanent Tax No. 20-09-212-060).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$110.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
Nos. 352-356 S. Cicero Av./4800-4806 W. Van Buren St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Johnnie Smith, Nos. 348-350 S. Cicero Avenue, Chicago, Illinois, 60644 to purchase for the sum of \$6,250.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed March 19, 1982, page 9941 described as follows:

Lots 24 and 25 in Wilhartz Subdivision of Lots 11, 12, and 13 in the School Trustees' Subdivision of the North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 352-356 S. Cicero Avenue/4800-4806 W. Van Buren Street, Permanent Tax No. 16-16-219-074).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$625.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
Nos. 755-759 S. Kedzie Av./3146-3156 W. Polk St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Anthony and Constance DeSeno, No. 5206 S. Monitor Avenue, Chicago, Illinois, 60638 to purchase for the sum of \$6,240.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed December 3, 1981, pages 8168-8169 described as follows:

Lot 27 in Block 2 in P.W. Snowhooks Douglas Park Addition in Southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 755-759 S. Kedzie Avenue/3146-3156 W. Polk Street, Permanent Tax No. 16-13-308-009).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$624.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
No. 1214 S. Troy St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Louise Cobb, No. 11 S. LaSalle Street, Room 1225, Chicago, Illinois to purchase for the sum of \$1,280.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 4, 1981, pages 7815-7816 described as follows:

Lot 116 in the Subdivision of Blocks 1, 2, 3 and 4 in Balestiers Douglas Park Addition to Chicago in the Northwest quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1214 S. Troy Street, Permanent Tax No. 16-24-100-027).

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

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$128.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

**Bids Rejected and City Comptroller Authorized to Re-advertise for Sale
Parcels of City-Owned Vacant Property at Certain Locations.**

The Committee on Finance submitted six proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to reject bids to City-owned property at certain locations and to re-advertise same for sale.

On separate motions made by Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

No. 1950 W. Cermak Rd.

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

SECTION 1. The City of Chicago hereby rejects the bid of Nandini Subbaraju, D.D.S., No. 1952 W. Cermak Road, Chicago, Illinois to purchase for the sum of \$1,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 14, 1982, pages 9068-9069.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 28 in Block 61 in Glover's Subdivision of the South half of Block 61 Subdivision of the West half of the Southeast quarter of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1950 W. Cermak Road, Permanent Tax No. 17-19-426-028).

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

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

Nos. 4540-4542 S. Cottage Grove Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Jacob Klein & Son, Inc., No. 4548 S. Cottage Grove Avenue, Chicago, Illinois to purchase for the sum of \$1,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 14, 1982, page 9069.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in D.B. Scully's Subdivision of Lot 6 in Forrestville, a subdivision of 40 acres in the Southeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 4540-4542 South Cottage Grove Avenue, Permanent Tax No. 20-03-420-032).

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

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

No. 3542 W. Fullerton Av.

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

SECTION 1. The City of Chicago hereby rejects the bids of the following:

Bennett L. Wintroub
3551 W. Fullerton Avenue
Chicago, Illinois 60647
\$30,000.00

1621 N. Kedzie Corporation
3306 W. North Avenue
Chicago, Illinois 60647
\$12,750.00

Brynn Jon Jensen
2301 N. Lamon Avenue
Chicago, Illinois 60639
\$8,250.00

Clifford I. Kabumoto
6120 N. Washtenaw Avenue
Chicago, Illinois 60659
\$25,077.00

Robert Glascott
4525 N. Hermitage Avenue
Chicago, Illinois 60640
\$20,000.00

David Leahy
1438 N. Long Avenue
Chicago, Illinois
\$26,888.90

Bernard J. Muslin
2737 W. Diversey Avenue
Chicago, Illinois 60647
\$5,010.00

for the City-owned improved property, previously advertised pursuant to Council authority passed March 19, 1982, page 9960.

SECTION 2. The City Clerk is authorized to refund the deposit checks of the above-named bidders.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of improved City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 22 and the West eighteen feet of Lot 21 in S.A. Smalley's Subdivision of the West half of Lot 16 in Kimbell's Subdivision of the East half of the Southwest quarter and the West half of the Southeast quarter of Section 26, Township 49 North, Range 13 East of the Third Principal Meridian, (except 25 acres in the northeast corner thereof), in Cook County, Illinois (commonly known as No. 3542 W. Fullerton Avenue, Fire Station, Permanent Tax No. 13-26-423-037).

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

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

—
No. 1532 N. Hudson Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Don H. Keller, No. 175 East Delaware Place, Chicago, Illinois, 60611, to purchase for the sum of \$5,555.00, the City-owned vacant property, previously advertised pursuant to Council authority passed January 14, 1982, pages 9069-9070.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Block 2 in the Subdivision of Blocks 2 and 3 and the West 33 feet of Block 1 in State Bank of Illinois Subdivision of the Northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1532 N. Hudson Avenue, Permanent Tax No. 17-04-110-032).

Subject to 1978 taxes.

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

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

—
No. 3700 W. Huron St.

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

SECTION 1. The City of Chicago hereby rejects the bid of Willie T. Neal, 618 N. Hamlin Avenue, Chicago, Illinois to purchase for the sum of \$2,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed March 19, 1982, page 9961.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 35 of Block 3 in W. J. Morton's Subdivision of the East half of the Northwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3700 W. Huron Street, Fire Station, Permanent Tax No. 16-11-105-038).

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

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

—
Nos. 2242-2244 W. Monroe St.

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

SECTION 1. The City of Chicago hereby rejects the bid of Burdett Griffin, Jr. No. 2252 W. Monroe Street, Chicago, Illinois to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 4, 1981, page 7819.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Parcel No. 1.

The West 26 1/2 feet of East 27 feet of that part of Lots 7 and 8 in Block 9 in Rockwell addition to Chicago in West half of Northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing on North side of Monroe Street intersection with West line of Lot 7 thence East 75 feet thence North at right angles with Monroe Street 194 1/2 feet thence West parallel with Monroe Street 75 feet to West line of Lot 7 thence South to point of beginning in Cook County, Illinois.

Parcel No. 2.

The East 22 feet of the West 23 feet of Lot 15 in Clement's Subdivision of Lots 7, 8, and 9 in Block 9 in Rockwell's Addition to Chicago in Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 2242-2244 W. Monroe Street, Permanent Tax Nos. 17-18-101-030 and 029).

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

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

**Transfer Approved of City-Owned Property to Dept. of
Urban Renewal for Redevelopment of Lincoln Park
II-Project.**

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

WHEREAS, The Department of Urban Renewal of the City of Chicago and the City Council duly authorized the acquisition of real estate to effectuate the Redevelopment Plan for Project Lincoln Park II; and

WHEREAS, It appears that the City of Chicago Department of Real Estate through its demolition of hazardous structures and demolition foreclosure proceedings has acquired title to sundry parcels in said project and agrees to transfer said parcels to the Department of Urban Renewal; now, therefore,

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

SECTION 1. The following parcels in Redevelopment Project Lincoln Park II be transferred from the City Real Estate Department to the Department of Urban Renewal for the consideration indicated.

<i>Parcel</i>	<i>Address</i>	<i>Amount</i>
135-44	1844 N. Maud Ave.	\$ 23,500

SECTION 2. It is further resolved that the transfer be effectuated by Transfer of funds from Account Fund No. 025-0172-610 to Fund No. 100-1501-4701.

SECTION 3. That this ordinance shall be effective immediately upon its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone-46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Authority Granted to Negotiate for the Acquisition of
Property Necessary for the Central Police Station
Parking Site Located at Nos. 1138-1144
S. Wabash Av. Etc.**

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

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Police, the following described property for the Central Police Station Parking Site; payment for the property to be made under account number 475-4621.

Parcel 1

The West 1/2 of Block 3 in Assessor's Division of part of the Northwest Fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, except that part described as follows: Beginning at a point on the south line of 12th Street 70.2 feet eastwardly of the east line of State Street; thence southwardly parallel to the east line of State Street 50 feet; thence eastwardly parallel to the south line of 12th Street 15 feet; thence northwardly parallel to the east line of State Street 50 feet to the south line of 12th Street; thence west along said south line of 12th Street 15 feet to the point of beginning; also beginning at a point 70.2 feet easterly of the east line of State Street and 50 feet southerly of the south line of 12th Street; thence easterly parallel to the south line of 12th Street 74 feet more or less to the westerly line of the alley running north and south between Wabash Avenue and State Street; thence southwardly along the west line of said alley 18 feet; thence westwardly parallel to the south line of 12th Street to a point 70.2 feet easterly of the east line of State Street; thence north parallel to the east line of State Street 18 feet to the point of beginning.

also

Lot 1 in Seaman's Subdivision of the West 1/2 of Block 4 in Assessor's Division of part of the Northwest Fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

also

The east 1/2 of Block 3 in Assessor's Division of the Northwest Fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, described as follows: Beginning at the Northeast corner of the east 1/2 of Block 3 of said Assessor's Division; thence south along the east line of said east 1/2 of Block 3, the same being the west line of Wabash Avenue, a distance of 62.92 feet; thence west along a line 62.92 feet south of and parallel to the north line of said east 1/2 of Block 3 a distance of 170.70 feet; thence north along the west line of said east 1/2 of Block 3, the same being the east line of an alley a distance of 62.92 feet; thence east along the north line of said east 1/2 of Block 3, the same being a line that is 17.0 feet south of and parallel to the north line of said quarter Section, a distance of 170.70 feet to the point of beginning. (Commonly known as 1201-1227 S. State Street).

PARCEL 3

Sub lots 1 and 2 of lot 12 in Block 22 of Canal Trustee's Subdivision of lots in Fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. (Commonly known as 1140-1144 S. Wabash Avenue).

PARCEL 4

Sub lot 2 of lot 9 in Block 22 of Canal Trustee's Subdivision of lots in Fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. (Commonly known as 1136 S. Wabash Avenue).

PARCEL 5

Lots 2 and 3, (except the west 30 feet thereof) in Assessor's Division of the east 1/2 of Block 3 and the north 7 feet of the east 1/2 of Block 4, Assessor's Division of part of the Northwest fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. (Commonly known as 1206-1210 S. Wabash Avenue).

PARCEL 6

Lots 4 and 5, (except the west 32 feet thereof) and lot 6, (except the west 25 feet thereof) in Assessor's Division of the east 1/2 of Block 3 and the north 7 feet of the east 1/2 of Block 4, Assessor's Division of part of the Northwest fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. (Commonly known as 1212-1220 S. Wabash Avenue).

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property described above. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-46.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Allocation of MFT Funds Authorized for Snow and Ice Control
Maintenance of Improved Streets, County or State
Highways during 1982.**

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$1,090,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1982 and ending December 31, 1982.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Ordinances Amended Concerning Authorization for Allocation
of MFT Funds for Cleaning and Repair of Sewers and Sewer
Appurtenances on Arterial Streets and
State Highways to Close Out Projects.**

The Committee on Finance submitted three reports recommending that the City Council pass the following proposed ordinances transmitted therewith, authorizing amendatory ordinances concerning

the allocation of MFT funds for cleaning and repair of sewers and sewer appurtenances on arterial streets and State highways to close out projects.

On separate motions of Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

Year of 1978.

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

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on February 15, 1978 (C.J. p. 7283), and amended on April 5, 1978 (C.J. p. 7478) and May 10, 1978 (C.J. p. 7712) which authorized the allocation of Motor Fuel Tax Funds for the cleaning and repair of sewers on arterial streets and State Highways for the year 1978, be and is hereby amended to decrease the allocation from Two Million Eight Hundred Thousand Dollars (\$2,800,000) to Two Million Four Hundred Forty-one Thousand Seven Hundred Seventy-eight and 07/100 (\$2,441,778.07).

SECTION 2. The City Comptroller is hereby ordered to transfer the unexpended balance from said project in the amount of Three Hundred Fifty-eight Thousand Two Hundred Twenty-one and 93/100 Dollars (\$358,221.93) to the City's unobligated portion of the General Motor Fuel Tax Fund terminating said project.

SECTION 3. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of the said Division of Highways.

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

Year of 1979.

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

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on January 19, 1979 (C.J. p. 9525) and amended on March 1, 1979 (C.J. pp. 9631, 9632) and May 23, 1979 (C.J. pp. 194, 195) and October 24, 1979 (C.J. pp. 1212) which authorized the allocation of Motor Fuel Tax Funds for the cleaning and repair of sewers on arterial streets and State highways for the year 1979, be and is hereby amended to decrease the allocation from Two Million Five Hundred Thirty-five Thousand Dollars (\$2,535,000.00) to Two Million Four Hundred Fifty-six Thousand Eight Hundred Thirty-eight and 85/100 Dollars (\$2,456,838.85).

SECTION 2. The City Comptroller is hereby ordered to transfer the unexpended balance from said project in the amount of Seventy Eight Thousand One Hundred Sixty-one and 15/100 Dollars (\$78,161.15) to the City's unobligated portion of the General Motor Fuel Tax Fund terminating said project.

SECTION 3. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of the said Division of Highways.

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

—
Year of 1980.

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

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on February 29, 1980 (C.J. p. 2959, 2960) and amended on April 16, 1980 (C.J. p. 2731) and amended on July 8, 1980 (C.J. p. 3517) and amended on September 10, 1980 (C.J. p. 3647) and amended October 16, 1980 (C.J. p. 4189) which authorized the allocation of Motor Fuel Tax Funds for the cleaning and repair of sewers on arterial streets and State highways for the year 1980, be and is hereby amended to decrease the allocation from Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) to Three Million One Hundred Fifty-seven Thousand Four Hundred Seventy-nine and 02/100 Dollars (\$3,157,479.02).

SECTION 2. The City Comptroller is hereby ordered to transfer the unexpended balance from said project in the amount of One Hundred Forty-two Thousand Five Hundred Twenty and 98/100 Dollars (\$142,520.98) to the City's unobligated portion of the General Motor Fuel Tax Fund terminating said project.

SECTION 3. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of the said Division of Highways.

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

—
**Authority Granted for Issuance of Free Permits and License Fee
Exemptions for Certain Charitable, Educational and
Religious Institutions.**

The Committee on Finance to which had been referred (September 15, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Said ordinances as passed read respectively as follows (the *Italic* heading in each case not being a part of the ordinance):

FREE PERMITS.

Alpha Phi Alpha Building.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Alpha Phi Alpha Building, No. 4432 S. Martin Luther King Drive for construction of a senior citizens building and office space on the premises known as the northwest corner of E. 47th Street and S. Ellis Avenue.

Said building shall be used exclusively for senior citizens 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 Annunciation Greek Orthodox Cathedral.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Annunciation Greek Orthodox Cathedral for renovations to existing Cathedral on the premises known as No. 1017 N. LaSalle Street.

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

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

Catholic Archdiocese of Chicago/Holy Rosary Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese of Chicago/Holy Rosary Church, No. 612 N. Western Avenue for the construction of a driveway on the premises known as No. 2346 W. Erie Street.

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

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

Progressive Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Progressive Missionary Baptist Church for electrical rewiring and installation of air conditioning system; also new roof, on the premises known as No. 735 E. 134th Street.

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

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

Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital, Superior Street and Fairbanks Court, for remodeling kitchen - 6 East, at the Prentice Pavilion, a division of Northwestern Memorial Hospital, on the premises known as No. 310 E. Huron Street.

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

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

The Streeterville Corporation.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Streeterville Corporation (affiliated with Northwestern Memorial Medical Center) No. 216 E. Superior Street for the Worcester House Rehabilitation on the premises known as No. 244 E. Pearson Street.

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

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

St. Joseph Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Joseph Hospital for the Chiller Replacement Project on the premises known as No. 2900 N. Lake Shore Drive.

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

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

DePaul University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to DePaul University for interior alterations to the McGaw Hall (General Contractor - W. B. Olsen Co., 3235 Arnold Lane, Northbrook, Ill.) on the premises known as No. 802 W. Belden Avenue.

Said building shall be used exclusively for educational and related purpose 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.

County of Cook.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Health, the Fire Commissioner, Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to County of Cook for exterior masonry work on the premises known as County Building.

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

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

LICENSE FEE EXEMPTIONS.

Ridgeway Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Ridgeway Hospital
No. 520 N. Ridgeway Avenue.

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

The Salvation Army Booth Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

The Salvation Army Booth Memorial Hospital
No. 5040 N. Pulaski Road.

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

Sidney R. Forkosh Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Sidney R. Forkosh Memorial Hospital
No. 2544 W. Montrose Avenue.

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

Bohemian Home for the Aged.

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

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

Bohemian Home for the Aged
No. 5061 N. Pulaski Road,

is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

—
Food Dispenser.

St. Mary of Nazareth Hospital Center.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health:

St. Mary of Nazareth Hospital Center
No. 2233 W. Division Street,

is hereby exempted from payment of the annual food dispenser license fee, for the year 1982.

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

—
**City Comptroller Authorized and Directed to Cancel Warrants for
Collection Issued against Certain Charitable, Educational
and Religious Institutions.**

The Committee on Finance to which had been referred on September 15, 1982, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
A.B.C. Youth Center (CYC/Chicago Youth Centers), No. 3415 W. 13th Place	F4-215068 (Mech. Vent.)	\$ 10.00
All Saints-St. Anthony School No. 518 W. 28th Place	P1-110774 (Fuel Burn. Equip.)	60.00
Angel Guardian Center No. 2001 W. Devon Avenue	P1-205837 (Fuel Burn. Equip.)	405.00
Annunciation Greek Church No. 1017 N. LaSalle Street	P1-204465 (Fuel Burn. Equip.)	20.00
Anti-Cruelty Society No. 516 N. LaSalle Street	A1-204590 (Elev.) F4-213601 (Mech. Vent.)	23.00 67.50
Augustana Center No. 7464 N. Sheridan Road	A1-203150 (Elev.)	69.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Austin Messiah Lutheran Church No. 908 N. Waller Avenue	P1-105277 (Fuel Burn. Equip.)	\$ 40.00
	P1-206503 (Fuel Burn. Equip.)	40.00
Booth Memorial Hospital/Salvation Army, No. 5040 N. Pulaski Road	A1-111774 (Elev.)	69.00
	C2-141580 (Refrg.)	87.00
Catholic Charities No. 719 N. LaSalle Street	A1-204804 (Elev.)	69.00
Catholic Theological Union No. 5401 S. Cornell Avenue.	A1-206029 (Elev.)	46.00
	A1-206120 (Elev.)	46.00
	B1-210798 (Bldg. Insp.)	57.50
	P1-204752 (Fuel Burn. Equip.)	30.00
Chicago Latin School No. 1529 N. Dearborn Street	F4-214222 (Mech. Vent.)	175.00
Children's Memorial Hospital (Sundry Locations)	A1-204374	301.00
	A1-204339	206.00
	A1-204468	184.00
	A1-204582	69.00
	A1-204591	23.00
	A1-204592 (All Elev.)	23.00
	B1-203247 (Bldg.)	115.00
	C2-235918 (Refrg.)	997.00
	D1-207567	15.00
	D1-207568	15.00
	D1-207569	15.00
	D1-207570 (Signs)	15.00
	F4-214845 (Mech. Vent.)	17.50
	P1-207706	315.00
P1-204707	20.00	
P1-205002 (Fuel Burn. Equip.)	20.00	
Chicago School and Workshop Rehabilitation Center, Nos. 2028- 2062 N. Clybourn Avenue	P1-203385 (Fuel Burn. Equip.)	150.00
Chicago Youth Centers No. 611 W. Adams Street	B1-214380 (Bldg.)	23.00
Convent of Sacred Heart No. 6250 N. Sheridan Road	A1-101974	46.00
	A1-109295 (Elev.)	46.00
	P1-106377 (Fuel Burn. Equip.)	135.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Cortland Manor No. 1900 N. Karlov Avenue	A1-206503 (Elev.)	\$ 23.00
Frank Cuneo Memorial Hospital No. 750 W. Montrose Avenue	P1-205552 (Fuel Burn. Equip.)	335.00
Daughters of St. Paul No. 172 N. Michigan Avenue	A1-204464 (Elev.)	46.00
Edgewater Hospital No. 5700 N. Ashland Avenue	B1-206047 (Bldg.)	57.50
	D3-185694	525.00
	D3-185791	190.00
	D3-186974 (Signs)	180.00
First Christian Church No. 3600 W. 79th Street	P1-108628 (Fuel Burn. Equip.)	80.00
No. 4848 N. Winthrop Towers	B1-209970 (Bldg.)	149.50
	P1-205967 (Fuel Burn. Equip.)	140.00
Guardian Angel Day Nursery No. 4600 S. McDowell Avenue	A1-205727 (Elev.)	23.00
Home for the Aged No. 5445 S. Ingleside Avenue	A1-206724 (Elev.)	46.00
Illinois College of Podiatry No. 1001 N. Dearborn Street	A1-207065 (Elev.)	146.00
	D1-209349 (Sign)	7.50
	F4-214451 (Mech. Vent)	282.50
Inner City Impact No. 2704 W. North Avenue	A1-204096 (Elev.)	23.00
	F4-214404 (Mech. Vent.)	32.50
Latin School No. 1529 N. Dearborn Street	F4-216357 (Mech. Vent.)	370.00
Lincoln Park Rehabilitation Center Nos. 2032-2042 N. Clybourn Avenue	A1-204496 (Elev.)	103.00
Logan Square Free Church No. 3551 W. Diversey Avenue	B1-207271 (Bldg.)	23.00
	B3-200010 (Bldg.)	23.00
Lutheran Day Nursery Nos. 1802-1808 N. Fairfield Avenue	A1-204241 (Elev.)	23.00
Lutheran School of Theology No. 1100 E. 55th Street	B1-209772	57.50
	B1-209773 (Bldg.)	46.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Misericordia Home No. 2916 W. 47th Street	P1-205446 (Fuel Burn. Equip.)	\$ 165.00
Moody Memorial Church No. 1609 N. LaSalle Street	F4-214465 (Mech.Vent)	360.00
Morgan Park United Methodist Church No. 11000 S. Longwood Drive	P1-200462 (Fuel Burn.Equip.)	65.00
Nan Realty Corporation (Chicago Youth Centers), No. 611 W. Adams Street	B1-206667 (Bldg.)	23.00
Nierman Real Estate No. 55 W. Monroe Street	B1-214904 (Bldg.)	23.00
North Park College No. 5125 N. Spaulding Avenue	A1-205704 A1-205679 (Elev.) B1-209306 B1-210973 (Bldg.)	92.00 46.00 34.50 46.00
Northwestern Memorial Hospital (Sundry Locations)	A1-200848 (Elev.) F4-213359 F4-213361 F4-213381 F4-213405 F4-213489 F4-213494 F4-213495 F4-213610 F4-213630 F4-213643 F4-213919 (Mech.Vent.) P1-205496 (Fuel Burn Equip.)	488.00 20.00 10.00 10.00 342.50 359.00 10.00 692.50 922.50 862.50 637.50 85.00 135.00
Norwood Park Home No. 6016 N. Nina Avenue	P1-205215 (Fuel Burn. Equip.)	195.00
Queen of Angels Church No. 4516 N. Western Avenue	P1-114539 (Fuel Burh. Equip.)	70.00
Rehabilitation Institute of Chicago No. 345 E. Superior Street	A1-206991 (Elev.)	250.00
Resurrection High School No. 7432 W. Talcott Avenue	P1-206333 (Fuel Burn. Equip.)	130.00
Resurrection Hospital No. 7432 W. Talcott Avenue	No. 1 & No. 2 (Boilers) D1-208034 (Sign) P1-205214 (Fuel Burn. Equip.)	40.00 7.50 760.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Resurrection Health Care/Retirement Community No. 7264 W. Peterson Avenue	B1-214856 (Bldg. Insp.)	\$ 69.00
Sacred Heart Convent, No. 6250 N. Sheridan Road	C2-236967 (Refrig.)	36.00
St. Anne Hospital, Various Locations.	A1-206555 A1-206563 A1-205572 (Elev.) B1-203966 (Bldg.)	69.00 46.00 276.00 23.00
St. Anthony Hospital, Various Locations.	A1-110694 (Elev.) C2-131988 (Refrig.) P1-110131 (Fuel Burn. Equip.) P1-207184 (Fuel Burn. Equip.) Internal Insp. Boiler	184.00 240.00 490.00 495.00 20.00
St. Elizabeth Hospital, Various Locations.	A1-203465 A1-203466 (Elev.) B1-217155 (Bldg.) P1-206161 (Fuel Burn. Equip.)	46.00 46.00 46.00 40.00
St. James Lutheran Church, No. 7400 W. Foster Avenue.	A1-207011 (Elev.)	23.00
St. John Polish National Catholic Church, No. 4555 S. Kedzie Avenue.	P1-203403 (Fuel Burn. Equip.)	40.00
St. Joseph Hospital, No. 2900 N. Lake Shore Drive.	A1-205861 A1-205964 (Elev.) B1-121295 (Bldg.) F4-123758 (Mech. Vent.) P1-205955 (Fuel Burn. Equip.)	69.00 340.00 57.50 32.50 215.00
St. Mary of the Assumption Church, No. 310 E. 137th Street.	P1-113554 (Fuel Burn. Equip.)	140.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
St. Mary of Nazareth Medical Center, Various Locations.	D1-206839 (Sign)	\$ 7.50
	F4-214319	85.00
	F4-214822 (Mech. Vent.)	982.50
	P1-206363 (Fuel Burn. Equip.)	480.00
	Internal Insp. Boiler	20.00
	Internal Insp. Boiler	20.00
	Internal Insp. Boiler	20.00
St. Peter Church, Franciscan Fathers, No. 108 W. Madison Street.	A1-205037 (Elev.)	92.00
Salvation Army, No. 1025 W. Sunnyside Avenue.	B1-209312 (Bldg.)	34.50
Self-Help Home for the Aged, No. 908 W. Argyle Street.	A1-207001 (Elev.)	138.00
	P1-206174 (Fuel Burn. Equip.)	150.00
	Internal Insp. Boiler	20.00
	Internal Insp. Boiler	20.00
Silberman Professional Residence, No. 4600 N. Clarendon Avenue.	A1-207233 (Elev.)	75.00
Sydney R. Forkosh Memorial Hospital, No. 2544 W. Montrose Avenue.	P1-109929 (Fuel Burn. Equip.)	580.00
Symons Y.M.C.A., No. 3600 W. Fullerton Avenue.	B1-203970 (Bldg.)	34.50
Temple Menorah, No. 2800 W. Sherwin Avenue.	C2-235101 (Refrig.)	49.00
	F4-131496 (Mech.Vent.)	62.50
University of Chicago, Various Locations.	A1-206342	150.00
	A1-206550	75.00
	A1-206675	73.00
	A1-206719	23.00
	A1-206721	46.00
	A1-206725	46.00
	A1-206726	46.00
	A1-206729	46.00
	A1-206758	23.00
	A1-206770	23.00
A1-206780	23.00	
University of Chicago, Various Locations.	A1-206857	23.00
	A1-206858	23.00
	A1-206875	23.00
	A1-206879	46.00
	A1-206880 (Elev.)	23.00
	B1-207316	69.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
University of Chicago, Various Locations.	B1-207317	\$ 46.00
	B1-207547	57.50
	B1-207541	149.50
	B1-207552	46.00
	B1-208454	46.00
	B1-209336	46.00
	B1-209524	23.00
	B1-209525	23.00
	B1-209549	57.50
	B1-209550	23.00
	B1-210584	34.50
	B1-210755	46.00
	B1-210842	92.00
	B1-210856	34.50
	B1-211573	92.00
	B1-211792	46.00
	B1-212190	34.50
	B1-212706	80.50
	B1-213815	80.50
	B1-215724	92.00
	B1-215725	23.00
	B1-209724	379.50
	B1-209780	23.00
	B1-210043	34.50
	B1-210114	92.00
	B1-210162	34.50
	B1-210284	34.50
	B1-210598	34.50
	B1-210811	92.00
	B1-210812	46.00
	B1-210853	34.50
	B1-212073	46.00
	B1-213060	46.00
B1-213267 (Bldg.)	34.50	
B2-161373 (Canopy & Rev. Door)	10.00	
B3-200422 (Pub. Pl. Assem.)	23.00	
Weiss Memorial Hospital, No. 4634 N. Clarendon Avenue.	B1-206034 (Bldg.)	172.50
No. 4600 N. Clarendon Avenue.	B1-205002 (Bldg.)	92.00
Y.M.C.A., No. 19 S. LaSalle Street.	B1-122083 (Bldg.)	57.50
	D1-133091 (Sign)	42.00
	F4-222295 (Mech.Vent.)	307.50

On motion of Alderman Frost the foregoing substitute proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Authority Granted for Payments for Hospital, Medical and Nursing
Services Rendered Certain Injured Members of Police and
Fire Depts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Frost the said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 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:

Lorney J. Bendel, 046758, District 15; injured April 16, 1982	\$ 95.00
Robert Brown, 080792, District 14; injured June 20, 1982	85.00
Tadeo Camacho, 100737, District 14; injured July 25, 1980	43.25
John Campbell, 101568, District 9; injured September 13, 1981	110.00
Michael Casey, 113381, District 21; injured July 20, 1978	9.00

William Diaz, 189218, District 24; injured February 2, 1982	\$ 171.00
Michael Drawhorn, 205078, Special Function Canine Unit; injured January 18, 1982	25.00
Thomas Franzo, 258487, District 25; injured April 10, 1982	40.00
John T. Grabinger, 295075, District 14; injured June 22, 1982	10.00
Richard Hull, 363274, District 1; injured September 13, 1978	45.00
Robert C. Kalbfell, 396486, District 25; injured April 7, 1982	20.00
Michael Kamenjarin, 397256, District 12; injured March 22, 1982	25.00
Daniel F. Kmetz, 426409, District 12; injured April 9, 1982	25.00
James J. Kmiecik, 426455, District 21; injured July 15, 1981	22.00
John R. Kulik, 443560, District 8; injured May 27, 1982	12.00
Michael Lappe, 452966, District 25; injured February 22, 1982	235.00
Carl Leidy, 461319, District 19; injured May 20, 1982	63.00
Robert E. Loveless, 478756, District 14; injured May 2, 1982	27.00
Frank R. Mills, 555887, District 14; injured June 24, 1982	10.00
Juanita Powell, 658971, Mass Training Unit; injured January 23, 1981	551.00
Harold B. Reddick, 670710, Mass Transit Unit; injured November 30, 1981	251.00
Robert A. Schaefer, 722947, Special Operations Group South; injured April 25, 1982	12.00
Patricia Schuld, 730047, District 11; injured December 13, 1981	17.00
John E. Siedlicki, 748144, District 18; injured October 27, 1980	394.00
Milton Shackelford, 739335, District 5; injured December 28, 1981	15.00
Gerald M. Small, 756336, District 20; injured January 13, 1982	25.00
Marilyn Small, 749206, Youth Division; injured May 3, 1982	45.00
Charles E. Smith, 757482, Traffic Safety and Training Unit; injured February 1, 1982	40.00
Joseph Starmach, 775721, District 21; injured May 8, 1981	379.00
Lee T. Stoxstell, 783529, District 7; injured March 3, 1982	109.00
James L. Sullivan, 788872, District 21; injured December 28, 1980	155.00
Robert E. Taylor, 801945, District 3; injured April 13, 1981	40.00
Robert E. Taylor, 701945, District 3; injured October 20, 1981	182.00

Martin W. Wojak, 878466, Special Function Canine Unit; injured September 5, 1976	\$	106.00
Robert M. Anderson, 013266, District 9; injured July 2, 1982		242.20
Gary W. Baranowski, 026624, District 23; injured July 11, 1982		154.00
Jesse Beckom, 036312, District 2; injured June 27, 1982		282.00
Walter S. Bereta, 042385, District 7; injured July 19, 1982		95.00
Reginald Betts, 046651, District 15; injured July 7, 1982		205.05
Stephen F. Bosnyak, 062979, District 14; injured July 6, 1982		157.25
Dorelle C. Brandon, 027743, District 3; injured June 27, 1982		205.50
Richard T. Callaghan, 099294, District 20; injured July 28, 1982		53.65
William E. Champion, 102109, Gang Enforcement North; injured July 31, 1982		97.00
Anthony R. Cannata, 102687, District 18; injured July 7, 1982		145.50
David A. Cherry, 120584, District 2; injured July 18, 1982		195.00
Patrick J. Gannon, 268525, District 14; injured April 11, 1952		575.00
George J. Bereckis, 042371, District 12; injured June 19, 1982		258.00
Steven O. Cohen, 132800, District 19; injured July 13, 1982		48.00
Eugene Coleman, 133842, District 21; injured July 4, 1982		79.00
Brenda T. Collins, 135333, District 3; injured July 19, 1982		171.00
Frank M. Cool, 145395, District 17; injured July 14, 1982		118.50
Dennis P. Cooney, 145618, District 13; injured July 9, 1982		63.00
Thomas Corcoran, 147810, Enforcement Section; injured May 29, 1982		241.00
Bruce S. Cummings, 160640, District 23; injured July 19, 1982		124.00
Guy Cuthbert, 604404, District 1; injured July 8, 1982		90.35
Alvin W. Cynova, 165157, District 20; injured July 14, 1982		65.75
John T. Davis, 173451, District 3; injured July 8, 1982		83.00
Ronald E. Davis, 174189, District 6; injured July 30, 1982		150.20
Daniel J. DeCarlo, 175940, District 12; injured June 29, 1982		134.00
Anthony DiDomenico, 188135, District 8; injured July 6, 1982		207.00
Clifford L. Doyle, 203079, District 4; injured July 29, 1982		73.10
James P. Duignan, 209833, District 22; injured July 4, 1982		74.00

Lawrence C. E'Akels, 216013, District 23; injured July 18, 1982	\$ 199.50
Ronald L. Esposito, 226271, District 25; injured July 2, 1982	127.30
Don M. Evangelista, 227143, District 14; injured July 30, 1982	83.00
Robert H. Fine, 239374, District 16; injured July 30, 1982	75.00
Gerald T. Flavin, 246556, District 12; injured July 1, 1982	36.00
Frank Grachen, 295443, District 21; injured July 10, 1982	286.15
Henry F. Gralak, 296628, District 14; injured July 2, 1982	168.55
Isaac Coulter, 152032, District 3; injured July 12, 1982	186.00
James Glover, Jr. 286769, District 7; injured June 12, 1982	236.50
John Grizzoffi, 305790, District 16; injured July 6, 1982	163.75
Lynwood A. Harris, 324760, Youth Division; injured June 15, 1982	239.00
Arthur Harrold, 325677, District 12; injured June 11, 1982	138.00
Michael E. Heil, 336071, District 18; injured July 25, 1982	133.00
William E. Hespen, 342005, Marine Unit; injured July 21, 1982	76.50
Russell E. Hill, 346027, Recruit Training; injured July 20, 1982	282.00
Mary E. Hodge, 348828, District 22; injured July 6, 1982	103.20
William P. Howell, 359973, Youth Division; injured July 25, 1982	77.00
Milton Hubbard, 360805, District 21; injured July 30, 1982	81.00
Susan M. Hurley, 365436, District 20; injured July 17, 1982	50.00
Gerald E. Hyzy, 366995, District 2; injured July 1, 1982	106.00
Max J. Ilkovitz, 367609, Central Detention Section; injured July 14, 1982	122.00
Jacob J. Jachna, 370726, District 3; injured July 12, 1982	83.65
Henry John Jakob, 374918, District 19; injured July 13, 1982	77.00
Ronald E. Johnson, 386798, District 7; injured July 30, 1982	59.00
Betty Kacynski, 359383, District 21; injured July 12, 1982	58.00
Dennis F. Kawalerski, 403598, District 8; injured July 31, 1982	209.30
Vincent R. Keating, 405432, Area 2, Property Crimes; injured July 10, 1982	162.00
Robert E. Kelly, 410713, District 13; injured July 24, 1982	118.00

John P. Kinnas, 421202, District 12; injured June 15, 1982	\$	121.00
William E. Kissane, 422790, District 18; injured July 29, 1982		147.25
Richard J. Knight, 427234, District 8; injured June 19, 1982		97.75
George Klinger, 425208, Gang Crimes South; injured July 15, 1982		75.00
Casimer S. Kolasa, 430169, Special Function Canine Unit; injured July 6, 1982		55.00
Kenneth F. Kolerich, 430388, District 9; injured June 23, 1982		238.00
William J. Kowalski, 435423, District 2; injured July 18, 1982		65.00
Ka Nam Kuan, 441518, District 20; injured June 3, 1982		182.50
James Laska, 454457, Area 6, Property Crimes; injured July 15, 1982		213.00
Anthony B. Leonard, 463398, Recruit Training; injured May 13, 1982		106.00
Stanley C. Lis, 471858, District 9; injured July 17, 1982		68.00
Gaspar S. Lupo, 482310, District 16; injured July 29, 1982		87.60
Francis Mack, 487163, District 9; injured July 6, 1982		129.15
Jerome C. Malon, 495029, District 16; injured July 6, 1982		84.00
Louis Jerry Marrello, 503270, District 10; injured July 10, 1982		118.00
Ricardo T. Marshall, 504235, District 3; injured July 12, 1982		214.50
Kirven Martin, 505931, District 7; injured July 15, 1982		92.50
Richard A. Melody, 544957, District 18; injured July 1, 1982		77.50
Arthur J. Mindock, 556637, District 7; injured July 12, 1982		91.50
Robert P. Mitzner, 559322, District 18; injured July 14, 1982		70.50
Robert Montgomery, 563113, District 15; injured July 7, 1982		103.60
Clifford Morland, 568502, District 23; injured July 4, 1982		96.15
Dennis C. Murdock, 577082, District 2; injured July 1, 1982		114.00
Michael R. McCabe, 516039, Recruit Training; injured July 10, 1982		170.00
H. A. McCarthy, 518162, District 6; injured April 22, 1982		72.00
Dennis W. McGarry, 527395, Recruit Training; injured July 9, 1982		91.00
Eugene R. McLaughlin, 536054, District 9; injured July 17, 1982		85.50
Kathleen A. Nolan, 596861, District 21; injured July 31, 1982		63.00

Michael D. Nolan, 596916, Recruit Training; injured June 17, 1982	\$ 62.40
John O'Ryan, 616896, District 10; injured July 5, 1982	107.50
Michael E. Overstreet, 624972, District 4; injured July 29, 1982	94.30
Joseph Ozga, 625500, District 14; injured July 16, 1982	93.85
Richard E. Patrick, 634265, District 15; injured July 25, 1982	74.05
Nathaniel Patterson, 634616, District 12; injured July 20, 1982	77.25
Theodore Pilafas, 649514, District 1; injured July 20, 1982	214.25
James E. Purtell, 667076, District 9; injured July 18, 1982	111.00
Dexter Victor Quade, 667675, District 2; injured July 28, 1982	104.35
John Quattrochi, 667992, Criminalistic Division; injured July 28, 1982	100.50
Alberta M. Raymond, 676077, Youth Division; injured June 15, 1982	326.50
James H. Reininger, 681283, District 20; injured July 14, 1982	118.00
Gerald Robinson, 692541, District 7; injured July 13, 1982	120.00
Daniel J. Rosas, 699178, District 10; injured July 22, 1982	48.50
Joseph M. Sanders, 716983, Special Function Canine Unit; injured July 26, 1982	55.00
Anthony Schlott, 726377, District 22; injured September 13, 1981	112.11
Stanley Spanich, 768716, District 5; injured July 15, 1982	94.00
John Z. Stajcic, 773777, Marine Unit; injured July 26, 1982	79.00
Clifford Stewart, 780221, District 1; injured July 18, 1982	72.50
Orville D. Stewart, 780635, District 2; injured July 30, 1982	70.00
Norman R. Stubitch, 786385, District 9; injured July 2, 1982	85.90
Michael Summers, 791049, District 19; injured July 17, 1982	17.00
John Summerville, 791160, Gang Crimes West; injured July 9, 1982	123.00
Walter Tarka, 799599, Gang Crimes West; injured July 9, 1982	216.00
Patrick E. Thompson, 808460, Youth Division; injured July 15, 1982	228.15
Edward C. Tomasik, 813150, District 3; injured July 10, 1982	163.00
Louis A. Trifilio, 818440, District 19; injured July 17, 1982	17.00
Paul A. Velasquez, 834775, District 9; injured July 27, 1982	68.00
Eileen R. Wehrheim, 853432, District 14; injured June 26, 1982	55.00

John W. Werner, 857384, District 18; injured July 8, 1982	\$ 168.50
Daniel A. Weyland, 859201, District 16; injured July 29, 1982	134.10
Allen L. White, 860422, District 20; injured July 25, 1982	57.15
Stanley G. Wonsowicz, 879280, District 8; injured July 21, 1982	70.00
Daniel Zelazo, 890198, District 20; injured July 28, 1982	69.00
William A. Amos, 010902, Enforcement Section; injured June 6, 1982	716.50
Jonathan F. Antos, 015492, Recruit Training; injured August 27, 1981	342.80
Bruce Bradley, 067432, District 8; injured February 10, 1982	2,770.00
John T. Brennan, 071772, Special Operations Group, West; injured September 5, 1979	569.00
Michael Clifford, 130217, District 18; injured May 6, 1982	138.75
Arthur Compton, 138216, District 6; injured March 2, 1982	313.25
Robert Coughlin, 151981, District 12; injured March 10, 1982	1,378.89
Edward Fineran, 240584, District 22; injured May 13, 1982	158.20
Richard Kolovitz, 430750, Gang Crimes South; injured June 26, 1982	212.60
Stanley F. Kroll, 439775, District 12; injured May 13, 1982	182.00
Albert P. Lopez, 476740, District 9; injured May 3, 1982	215.50
James M. Mickleborough, 550517, Public Housing North; injured March 24, 1982	3,875.16
Thomas Murphy, 580474, District 15; injured April 30, 1977	45.00
Daniel P. O'Connor, 606862, District 21; injured June 26, 1982	92.00
Walter Radtke, 671227, Recruit Training; injured April 14, 1982	374.75
Elois Raggs, 671769, District 15; injured April 23, 1982	187.00
Lawrence Reed, 678125, District 1; injured February 18, 1982	493.25
Lawrence Stewart, 780637, Recruit Training; injured April 15, 1982	398.00
John G. Strachan, 783667, Police Identification Section; injured June 4, 1982	296.75
Gregory K. Sweeney, 793705, District 24; injured June 20, 1982	68.35
John R. Valachovic, 827539, District 3; injured November 7, 1981	25.00
Francesa Williams, 867290, District 10; injured April 12, 1982	744.00
Robert F. Williams, 869595, District 7; injured July 5, 1982	108.00

Gus Kotsivas, Firefighter, Hook and Ladder 35; injured May 13, 1982	\$ 40.00
James Sheeran, Lieutenant, Fire Academy; injured November 24, 1980	2,645.88

and

Be It Further 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 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 expense, not to exceed the amount that the City may, or shall, have paid on account of such medical 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 vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Allen J. Barski, 030592, Area 3, Property Crimes; injured May 11, 1982	\$ 442.00
Yolanda M. Bond, 059727, District 15; injured May 2, 1982	13.00
Michael Brady, 068279, District 6; injured July 15, 1982	218.75
Brenda Buick, 085589, District 7; injured July 11, 1982	75.00
John A. Cox, 153193, District 21; injured April 23, 1982	390.00
Peter J. Dambrauskas, 169050, District 3; injured July 12, 1982	89.25
William B. Davis, 174531, District 24; injured July 28, 1982	206.00
Donald E. Donohue, 197700, District 1; injured July 13, 1982	90.00
James Gillespie, 281795, District 14; injured July 1, 1982	138.00
Daniel L. Green, 300035, District 19; injured July 18, 1982	108.00
William Greene, 301447, Special Function Canine Unit; injured July 1, 1982	166.60
Phillip N. Guerrero, 308778, District 12; injured June 12, 1982	229.00
Everett E. Gully, 309557, District 2; injured July 7, 1982	93.90
Phyllis A. Ham, 316046, District 3; injured June 2, 1981	143.00
Michael J. Harris, 324933, District 2; injured April 8, 1982	2,211.15

Fred G. Heidmann, 335835, District 20; injured June 6, 1982	\$ 21.50
Therese Hoffman, 350233, Recruit Training; injured July 28, 1982	55.50
William Jaconetti, 374291, District 14; injured July 22, 1981	85.00
Michael J. Jones, 390400, District 24; injured July 7, 1982	155.35
Lawrence J. Kandl, 397947, District 20; injured July 10, 1982	236.00
Stanley Kiwala, 422993, District 12; injured March 3, 1980	81.00
Michael Kuehlman, 442651, Recruit Training; injured July 18, 1982	66.00
James G. Lafferty, 448822, District 18; injured July 14, 1982	221.00
William A. Lesko, 464843, District 3; injured June 14, 1982	213.00
Narvell Lewis, 467717, District 6; injured July 13, 1982	122.00
Anthony D. Lodi, 474196, Gang Enforcement North; injured March 1, 1982	349.45
Ronald Matthews, 511124, District 19; injured April 6, 1982	66.00
Michael Meinke, 543010, District 15; injured October 28, 1981	725.00
Charles M. Molnar, 561137, District 17; injured December 17, 1981	85.00
Richard C. Nowakowski, 601158, District 13; injured March 27, 1982	96.00
Joseph Penkala, 639487, District 25; injured May 4, 1982	22.00
Jerry J. Rogalski, 695469, District 25; injured March 7, 1982	44.00
Ronald Sieczkowski, 748052, District 10; injured June 25, 1982	85.00
Steven F. Viggiano, 833416, District 15; injured December 16, 1981	53.00
Ernest Brueckman, 082087, District 9; injured November 11, 1981	381.50
Larry W. Canterbury, 103168, District 8; injured May 26, 1982	247.75
Edwin F. Harder, 320703, District 16; injured July 18, 1982	133.00
Edward LaCourse, 446591, Enforcement Section; injured March 12, 1982	55.00
Eddie McCann, 516923, District 2; injured May 16, 1982	92.65
Ronald McLain, 535791, District 12; injured June 9, 1982	381.00
Kenneth H. McMaster, 538418, District 7; injured July 30, 1982	125.00
Anthony T. McNicholas, 540431, Enforcement Section; injured July 3, 1982	204.75
Robert J. McSweeney, 541895, Intelligence Section; injured June 21, 1982	92.00
Paul Marolis, 502895, District 18; injured October 25, 1978	130.00

Oscar Martinez, 506965, District 14; injured July 22, 1982	\$ 129.00
Santos Medina, 543227, Youth Division; injured March 8, 1982	291.00
Jack W. Meseck, 547144, District 5; injured March 31, 1981	1,384.00
Donald Miley, 552632, District 11; injured February 26, 1979	125.00
William S. Muehfelder, District 20; injured January 6, 1982	25.00
Diane L. Murdock, 577084, District 4; injured July 14, 1982	159.00
John P. Nolan, 596794, District 16; injured July 18, 1982	141.50
Carey J. Orr, 622849, Area 6, Violent Crimes; injured July 8, 1982	134.00
Raymond Pellegrini, 638744, District 5; injured July 10, 1982	110.20
Robert Pernitsky, 641011, District 11; injured May 10, 1982	148.50
Robert Pestelle, 642569, Area 6, Property Crimes; injured July 18, 1982	176.00
Lawrence S. Przyborowski, 665290, District 14; injured July 3, 1982	63.00
Donna Raucci, 675280, District 15; injured July 21, 1982	111.50
Stanley Rimkus, 688286, District 4; injured July 16, 1982	88.00
John D. Riordan, 689046, Recruit Training; injured July 26, 1982	260.50
Donald J. Ryan, 709308, District 8; injured May 26, 1982	227.75
Aunzette F. Smith, 757141, District 2; injured July 13, 1982	150.00
James M. Spencer, 770020, Area 6, Violent Crimes; injured July 8, 1982	134.00
Michael Stannish, 774767, District 4; injured July 15, 1982	389.80
Vincent Ziegler, Firefighter, Truck No. 48; injured November 2, 1981	20.00

**Authority Granted for Payment of Miscellaneous Refunds
Compensation for Property Damage, Etc.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Frost the said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--47.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

The following is said order as passed:

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

Various License Refunds

City Comptroller: Department of Finance Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Southerland Medical, Clinic Incorporated, 916 E. 47th Street, Chicago, Illinois 60615	K-17141 Dispensary	\$ 100.00
Joseph Warda, 5251 N. Clark Street, Chicago, Illinois 60640	107 Barber Shop	30.00
David Schur, 5942 N. Drake, Chicago, Illinois 60659	1980-81 Residential Parking	11.00
Frank and Nick Incorporated, 3819 N. Ashland Avenue, Chicago, Illinois 60613	K-32554 Music & Dancing	107.00
Frank and Nick Incorporated, 3819 N. Ashland Avenue, Chicago, Illinois 60613	K-32553 Food	68.75
Southland Corporation, c/o Frank Messina 7-11 Food, Stores, 2356 Hassell Road, Hoffman Estates, Illinois 60195	3215 Liquor	669.00
Mario E. Parada, 2614 W. Fullerton, Chicago, Illinois 60647	5971 Food	150.00
Peppermint Patty's c/o Robert A. Egan, 1 N. LaSalle Street, Suite 2000, Chicago, Illinois 60602	K-42037 Liquor	669.00
Jolene Sue Burnett, 9021 S. Commercial Avenue, Chicago, Illinois 60617	5676 Liquor	669.00
Rubin Zipperstein, 3125 W. Devon Avenue, Chicago, Illinois 60659	10608 Vehicle Repair Shop	25.00

Damage to Vehicles.

Department of Fire: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Julio Valdes Jr. c/o Edward L. Puzzo 77 W. Washington Street Chicago, Illinois 60602	11-4-81 2837 N. Milwaukee Avenue	\$ 185.00
Constitutional Casualty Company and Robert Parrella 5618 N. Milwaukee Avenue Chicago, Illinois 60646	3-5-82 9 S. Loomis Avenue (120-743)	271.93
Mary Ann Paskuly 7159 S. Sacramento Avenue Chicago, Illinois 60629	12-17-81 558 W. DeKoven	88.00

*Damage to Property.*Department of Streets and Sanitation, Bureau of Forestry:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Jose A. Juarez 2406 S. St. Louis Avenue Chicago, Illinois 60623	3-18-82 2406 S. St. Louis Avenue	\$ 53.44

Permit Refunds.

Department of Inspectional Services: Account No. 100.9112.934

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
Luebchow and Holdernes 2231 Burling Chicago, Illinois 60614	B 591457	\$ 97.20
H L F Realty Deve 1-IBM Plaza Chicago, Illinois 60611	B 595311	113.25

Damage to Vehicles.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
State Farm Insurance Company and Vernon Brookins 10001 W. Roosevelt Road Westchester, Illinois 60153	5-22-81 807 E. 51st Street (13-7364-868 S)	\$ 404.89
Frank Oliva 1184 S. Taylor Avenue Oak Park, Illinois 60304	8-26-81 Austin Boulevard and Harrison Street	250.00

October 6, 1982

REPORTS OF COMMITTEES

12639

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
State Farm Insurance Company and Deborah Vetter 9205 S. 51st Avenue Oak Lawn, Illinois 60453	8-3-81 53rd Court-Southwest Highway (13-8376-183)	\$ 488.12
State Farm Insurance Company and Gertrude Wilson 2645 W. Addison Street Chicago, Illinois 60618	2-26-81 55th near Luna (13-3496-417)	137.87
Allstate Insurance Company and R. Taylor P. O. Box 127 Skokie, Illinois 60077	12-13-81 7749 S. Morgan (1018935948 B02)	545.83
Marie Meravy 5300 S. Christiana Avenue Chicago, Illinois 60632	12-22-81 3100 S. California Avenue	1,150.00
State Farm Insurance Company and Ilse Hecht 5676 S. Archer Avenue Chicago, Illinois 60638	8-15-81 Columbus and Adams (13-8344-494)	400.00
W. M. Roche and Associates 18 S. Northwest Highway Park Ridge, Illinois 60068	11-11-81 Chicago and Clark	124.00
Cynthia S. Roberts 5930 W. Iowa Chicago, Illinois 60651	11-20-81 Ashland off Webster	325.00
Derrick Kees 443 E. 88th Place Chicago, Illinois 60619	11-8-81 6908 S. Dante	425.00
Katrina Doherty Valentin 2450 N. Drake Avenue Chicago, Illinois 60647	12-24-81 3022 S. Archer	35.00
George Malek 2759 S. Drake Avenue Chicago, Illinois 60623	10-26-81 2637 S. Lawndale Avenue	200.00
Elizabeth Wasik 3636 N. Oriole Chicago, Illinois 60634	2-15-82 3938 N. Central	35.00
Afag Chishti 4550 N. Clarendon, Apt. 505N Chicago, Illinois 60640	2-24-82 Wilson and Clarendon	200.00
Carole E. Kash 5700 S. Archer Avenue Chicago, Illinois 60638	2-14-82 Pound No. 6	64.00
Economy Fire & Casualty Company and Kevin Garrigus 500 Economy Court Freeport, Illinois 61032	8-10-81 Lower Wacker and Michigan (FA99-381-2)	401.58

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Sandra Graves 9109 S. Woodlawn Avenue Chicago, Illinois 60619	5-7-82 103rd and Doty	\$ 55.00
Richard J. Ash 3410 S. Wallace Street Chicago, Illinois 60616	5-23-82 1110 N. State	50.00
Charles W. Zawila 2150 N. Bell Avenue Chicago, Illinois 60647	6-9-82 Leavitt and Lyndale	20.00

Damage to Property.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Angie Polous 4140 W. Kamerling Avenue Chicago, Illinois 60651	2-8-82 4136 W. Kamerling Avenue	\$ 200.00
David Henley 2848 W. Lexington Street Chicago, Illinois 60612	4-6-82 2848 W. Lexington	80.00

Damage to Vehicle and/or Property.

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Mary C. Clay 262 W. 110th Place Chicago, Illinois 60628	10-15-80 106th and S. Lowe	\$ 255.00
Steven Bolden 5847 N. Winthrop Avenue Chicago, Illinois 60660	3-31-82 4409 N. Racine	200.00
Illinois Bell Telephone Company c/o D.H. Davis Dist. Mgr. - Ron & Catv 225 W. Randolph Street HQ 18 Chicago, Illinois 60606	12-30-81 98th and Avenue H (ZCD 2202)	996.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Alscee W. Bonner, Sr. 1246 E. 46th Street Chicago, Illinois 60653	11-16-81 1246 E. 46th Street (Rear)	\$ 150.00
Underwriters Adjusting Company and Benny and Lottie Loda 200 S. Wacker Drive Chicago, Illinois 60606	1-29-82 4859 N. Rutherford (257-2F5073)	205.00

October 6, 1982

REPORTS OF COMMITTEES

12641

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Joseph E. Hill 151 N. Michigan Avenue Apt. 2007 Chicago, Illinois 60601	12-10-81 Michigan & Randolph	\$ 618.00
Leon Hirsch 5744 N. St. Louis Avenue Chicago, Illinois 60659	2-12-79 5744 N. St. Louis	150.00
Emma Jean Lewis 8755 S. Winchester Avenue Chicago, Illinois 60620	9-9-81 8755 S. Winchester Avenue	450.00
Illinois Department of Transportation 1000 Plaza Drive Schaumburg, Illinois 60196	8-22-79 39th and Dan Ryan	225.00
General Accident Group and Ron Postma Chevrolet 223 W. Jackson Chicago, Illinois 60606	3-4-82 4530 Archer Avenue (2G47410)	725.00
Amoco Oil Company P.O. Box 428 Oak Brook, Illinois 60521	3-26-82 55th and Pulaski	160.00
Philip G. Pietsch 5145 S. Elizabeth Street Chicago, Illinois 60609	3-11-82 5145 Elizabeth Street	200.00
Katie Meyers 7540 S. Blackstone Avenue Chicago, Illinois 60619	5-7-82 7542 S. Blackstone (Alley)	210.00

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Nationwide Insurance and Sung Ki Cha Box 1808 Columbus Region Columbus, Ohio 43216	12-7-79 4855 Western Avenue	\$ 534.73
Andres Galindo 2959 N. Albany Chicago, Illinois 60618	10-6-80 Parking Lot No. 8	350.00
Louise Ramos P.O. Box 21434 Chicago, Illinois 60621	8-4-81 5717 S. Seeley Avenue	175.00
Robert C. Aagard 720 Bark Court Barrington, Illinois 60010	6-29-81 Lot No. 1, 11 W. Wacker Drive	200.00
Victor Nolen 7337 S. Shore Drive No. 825 Chicago, Illinois 60649	7-14-81 Parking Lot No. 8	61.00

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
John K. Zawaski 432 Atwater Street Elmhurst, Illinois 60126	12-22-81 Parking Lot No. 1 11 W. Wacker Drive	\$ 300.00
Kenneth Loose 4823 N. Seeley Avenue Chicago, Illinois 60625	11-23-81 Division Street Pound	76.00
Gerardo A. Grieco 2650 N. Lakeview Avenue Chicago, Illinois 60614	12-17-81 Wrightwood and Lakeview Avenues	197.00
Peter J. Educate 3253 N. Olcott Avenue Chicago, Illinois 60634	3-21-82 35th and Kedzie Avenue	88.00
John W. Moorehouse 2613 W. Leland Avenue Chicago, Illinois 60625	2-25-80 Lake Shore Drive and Ontario Street	350.00
Gary Buehm 2934 W. Fargo Avenue Chicago, Illinois 60645	4-16-82 2934 W. Fargo Avenue	200.00
Jane A. Fiedor 6048 S. Parkside Avenue Chicago, Illinois 60638	3-29-82 Archer Avenue	350.00
Joseph A. Chickerillo 5936 W. 97th Street Oak Lawn, Illinois 60453	3-13-82 230 S. Throop Street	400.00
Bernice Vetterick 10400 S. Sacramento Avenue Chicago, Illinois 60655	4-7-81 3217 W. 103rd Street	444.00
Darryl Rowan 9028 S. Euclid Avenue Chicago, Illinois 60617	5-20-82 1718 E. 91st Place	118.00
Hun Dong Kim 4231 N. Leavitt Street Chicago, Illinois 60618	4-5-82 4064 N. Lincoln Avenue	175.00
Rozetier M. Ketchens 112 E. 83rd Street Chicago, Illinois 60619	5-7-82 112 E. 83rd Street	700.00
Annette Bernard 8760 S. Burley Avenue Chicago, Illinois 60617	2-5-81 8760 S. Burley Avenue	110.00
Ervin N. Ketchens 112 E. 83rd Street Chicago, Illinois 60619	5-7-82 113 E. 83rd Street	300.00
C. Ester Harmon 808 W. Junior Terrace Chicago, Illinois 60613	2-22-82 Ogden and 3400 Block	200.00

October 6, 1982

REPORTS OF COMMITTEES

12643

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Teresa Corado 1945 W. Granville Avenue Chicago, Illinois 60660	5-3-82 Winchester and Granville	\$ 200.00
Allstate Insurance and Bonifacio Rivera P.O. Box 127 Skokie, Illinois 60077	4-6-82 7430 N. Kedzie Avenue	714.67
Jill M. Wolf 6414 N. Newgard Chicago, Illinois 60626	3-31-82 1400 Devon to Wilson (Towed)	195.00
Richard A. Wange 510 E. Sunset Arlington Heights, Illinois 60004	4-1-82 3210 W. Barry Street	178.00
State Farm Insurance Company and John Sloat 5676 S. Archer Avenue Chicago, Illinois 60638	12-28-81 10528 S. Whipple	447.69
State Farm Insurance Company and Robert Foy 5680 S. Archer Avenue Chicago, Illinois 60638	12-21-81 4200 S. Ashland Avenue	253.18
Willie Sandifer 929 E. 100th Place Chicago, Illinois 60628	4-28-82 4058 S. King Drive	161.00
Ryder Truck Rental Incorporated P.O. Drawer 2728 Greenville, S.C. 29602	4-5-82 Chicago, Ill	747.88
LD Malone 8212 S. Clyde Chicago, Illinois 60617	5-6-82 6101 S. Prairie	140.00
Lawrence M. Taylor Jr. 5224 N. Wayne Avenue Chicago, Illinois 60640	5-26-82 5200 N. Lakewood	387.00
Alan R. Gitelson 6431 N. Magnolia Avenue Chicago, Illinois 60626	5-19-82 1700 N. Lake Shore Drive	75.00
Robert E. Momon 6700 S. Oglesby, Apt. 1908 Chicago, Illinois 60649	2-27-82 67th and Oglesby	218.00
Daniel M. McKinley 2524 S. State Street St. Joseph, Michigan 49085	6-14-82 2753 Wilson Avenue	95.00
Beverly Levine 10119 Old Orchard Court Apt. 2D Skokie, Illinois 60076	3-29-82 Belmont and Halsted	223.00

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Ann M. Kokoszka 2537 N. Major Avenue Chicago, Illinois 60630	4-26-82 5524 N. Lincoln	\$ 310.00
Thomas A. Flaim 4708 N. Newland Avenue Chicago, Illinois 60656	5-23-82 4036 N. Pioneer Avenue	178.00
Frieda Brin 9529 Bronx Skokie, Illinois 60076	6-22-82 Garage No. 8	425.00
Aetna Life and Casualty Company and Donald Eskin 230 W. Monroe Street Chicago, Illinois 60606	4-20-82 875 N. Rush Street	181.00
Jules Weiss 9560 Grosspoint Road Skokie, Illinois 60076	4-19-82 Sacramento Boulevard and Chicago, Avenue	83.00
Glenn A. Woythaler 2800 N. Pine Grove Avenue Chicago, Illinois 60657	4-23-82 2012 W. Diversey Avenue	247.00
Christine Taormina 4826 W. Bloomingdale Avenue Chicago, Illinois 60639	5-6-82 1830 N. LaCrosse	230.00
State Farm Insurance Company and Lamar Granberry 9335 S. Kedzie Avenue Evergreen Park, Illinois 60642	5-16-82 2323 S. 102nd	666.23
Cynthia G. Shoenberger 4430 N. Winchester Avenue Chicago, Illinois 60640	5-29-82 120 N. LaSalle Street	56.00
Julie Rogers 7319 N. McVicker Chicago, Illinois 60648	5-15-82 6804 W. Mozelle	185.00
Bonita Robinson 254 Iowa Street Oak Park, Illinois 60302	5-4-82 5835 W. Corcoran Drive	140.00
Robert A. Fazzi 2790 N. Rhodes, Apt. 16 Northlake, Illinois 60164	6-22-82 Ashland and Monroe	60.00
Ethel L. Cooper 9205 S. Cottage Grove Chicago, Illinois 60619	6-19-82 7328 S. Maryland	45.00
Earlest Carter 1508 W. Juneway Terrace Chicago, Illinois 60626	6-10-82 Jonquil Terrace and Ashland Avenue	138.00
Brenetta Moore 11317 S. May Street Chicago, Illinois 60643	6-29-82 95th and Stony Island	57.51

October 6, 1982

REPORTS OF COMMITTEES

12645

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Iggy Montalto 633 W. 25th Place Chicago, Illinois 60616	6-2-82 25th Place and Wallace	\$ 51.00
Theodore L. Merriweather 6742 S. Crandon Avenue No. 2 Chicago, Illinois 60649	5-6-82 3900 S. Shore Drive	114.00
Juan Garay c/o Virginia Albino 190 Jefferson - Apt. 2R Brooklyn, New York 11206	4-20-81 Lake Shore Drive	550.00
Louise Ziccardi 5236 N. Oakview Chicago, Illinois 60656	6-13-82 3005 W. Addison Street	27.00
Aynne Zazas 6627 Drexel Dearborn Heights, Michigan 48127	6-27-82 37th and Kedzie	42.00
Emma Wheeler 4040 S. Oakenwald-Apt. 703 Chicago, Illinois 60653	5-22-82 1132 E. 42nd Place	85.00
Robb Weller 3000 N. Sheridan Road Chicago, Illinois 60657	4-9-82 875 N. Rush Street	217.00
Leroy B. Vinson 8118 S. Sangamon Street Chicago, Illinois 60620	6-29-82 83rd Street near Morgan	55.00
Romualo Vaitkus 4624 S. Paulina Street Chicago, Illinois 60609	6-10-82 1000 W. 51st Street	95.00
Evelyn Swift 2939 N. Ashland Avenue Chicago, Illinois 60657	3-16-82 1533 Oakdale Avenue	50.00
Harry W. Schumacher P.O. Box 443 Park Ridge, Illinois 60068	4-5-82 Parking Facility No. 1	111.00
Cherie Wanatowicz 3039 N. Elbridge Avenue Chicago, Illinois 60618	7-9-82 Garage No. 8	50.00
Mark D. Nomady 825 S. Lombard Oak Park, Illinois 60304	19th and S. Halsted Street 6-29-82	51.00
Jay Robert Nash 6135 N. Sheridan Road Chicago, Illinois 60660	3-13-82 Sheridan Road and Thorndale	100.00
Richard A. Jahnke 1828 W. Berwyn Chicago, Illinois 60640	7-12-82 G & J Parking Inc.	64.00

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Lena Herron 6556 N. Northwest Highway Chicago, Illinois 60631	7-2-82 7107-7125 W. Belmont	\$ 111.00
Bower Corwin 3337 N. Sheffield Avenue Chicago, Illinois 60657	5-27-82 Broadway & Belmont	475.00
Terrell Blevins (Mrs.) 9014 S. May Street Chicago, Illinois 60620	7-4-82 301 W. 97th Street	42.00
Raymond J. Beyer 3500 Maple Hazelcrest, Illinois 60429	7-1-82 96th and 97th and Stony Island Avenue	36.00
Sam Apfel 9240 Gross Point Road Skokie, Illinois 60076	6-30-82 1735 W. Fullerton	159.22
Haziel Garrett 400 E. 41st Street Chicago, Illinois 60615	5-5-82 49th and Wabash Avenue	345.00
Kevin Gibson 5517 S. California Avenue Chicago, Illinois 60629	6-27-82 5630 S. Fairfield Avenue	200.00
John McMahon 3628 W. 69th Street Chicago, Illinois 60629	6-19-82 7700 Block of S. Shore Drive	43.55
Ortman Fluid Power 19 143rd Street Hammond, Indiana 46320	11-20-81 Irving Park Road and Mannheim	815.00

Damage to Vehicles.

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Genevieve V. Santini 1710 W. Cermak Road Chicago, Illinois 60608	12-23-80 1710 W. Cermak Road	\$ 200.00
C.B. Herschberger (Bill) 845 W. 59th Place Merrillville, Indiana 46410	5-13-82 24th and Oakley	76.00

and

Be It Further Ordered, That the Commissioner of Water is authorized to pay to the following-named claimants the respective amounts set opposite their names, said amount to be 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:

Refunds on Water Leaks

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Tommy J. Bradford 8138 S. Saginaw Avenue Chicago, Illinois 60617	8138 S. Saginaw Avenue	\$ 151.96
John P. Fela 1128 W. Fry Street Chicago, Illinois 60622	1128 W. Fry Street	18.63
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 upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935:

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Joseph Pernel, 7729 S. Rhodes Avenue, Chicago, Illinois 60619	2022 W. Monroe Street	\$ 119.94
Gerald Fross 1047 Albion Avenue, Chicago, Illinois 60626	1536-38 N. Halsted Street	101.32
Matt Gabinski, 2017 W. Cortland Street, Chicago, Illinois 60647	2017 W. Cortland Street	169.93
Lawrence and Annette Dillard, 11611 S. Yale Avenue, Chicago, Illinois 60628	11611 S. Yale Avenue	60.25
Peter Lomax, 1142 N. Orleans Street, Chicago, Illinois 60610	1142 N. Orleans Street	295.90
George Jones, 8343 S. Hermitage Avenue, Chicago, Illinois 60620	3749 S. Wabash Avenue	58.80
Edward E. Anderson, 553 E. Park Avenue, Elmhurst, Illinois 60126	2927 N. Gresham Avenue	254.38
Geraldine Fiandalo, 721 S. Carpenter Street, Chicago, Illinois 60607	721 S. Carpenter Street	114.37
Eusebio Morales, 1936 N. Albany Avenue, Chicago, Illinois 60647	1936 N. Albany Avenue	189.61
DeSalva and Corbett, 1240 N. Wells Street, Chicago, Illinois 60610	1240 N. Wells Street	109.93

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Mary Zurkowski, 1738 N. Wood Street, Chicago, Illinois 60622	1738 N. Wood Street	\$ 124.28
Stanley Sas, 5553 W. Drummond Place, Chicago, Illinois 60639	5553 W. Drummond Place	49.54
Michael Champanelli, 2701-11 N. Harlem Avenue, Chicago, Illinois 60635	2701-11 N. Harlem Avenue	300.00
Standard Lumber Company, 1027-39 N. Pulaski Road, Chicago, Illinois 60651	1027-39 N. Pulaski Road	168.48

Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF
DAMAGE TO VEHICLES, ETC.

The Committee on Finance submitted the following report:

CHICAGO, October 4, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred May 29, 1981, and subsequently, sundry claims as follows:

Compensation for Various Refunds:

(May 29, 1981)	Henrietta Bishop
(June 26, 1981)	Alsaadie Adel
(March 2, 1982)	Jose Ramon Madrid
(March 19, 1982)	Bajka Corporation
(March 19, 1982)	Robert Miata
(May 18, 1982)	Richmont Hotel, East Gate International Inc.
(May 27, 1982)	Joseph A. Toles

Compensation for Damage to Vehicles:

(Feb. 10, 1982)	Byron Craig Hill
(March 2, 1982)	Robert Pickens
(March 19, 1982)	Harold E. Stevenson
(April 21, 1982)	United Services Automobile Association and Robert C. Izenstark
(April 21, 1982)	Woodrow Robinson Jr.
(May 5, 1982)	State Farm Insurance Company and Shirley L. Brown
(May 5, 1982)	Montgomery Ward Insurance Company and Dorothy Pieprzak
(May 5, 1982)	Eugene Dearing
(May 5, 1982)	Chrysler Credit Corporation, c/o Mrs. White and Mr. Weber
(May 5, 1982)	Allstate Insurance Company and Virginia Wilson
(May 18, 1982)	Erasmio Pacheco
(May 18, 1982)	Louis Jacobs
(May 27, 1982)	The Travelers Insurance Company and Leonard Trzeciak
(May 27, 1982)	Perry Strong
(May 27, 1982)	Magaly Segarra
(May 27, 1982)	Kemper Insurance Company and Latter Day Saints
(May 27, 1982)	Industrial Fire and Casualty Insurance Company and Helen Price

(May 27, 1982)	Allstate Insurance Company and Robert Fisher
(May 27, 1982)	Allstate Insurance Company and Roy Condotti
(May 27, 1982)	American Ambassador Casualty Company and David Brown
(May 27, 1982)	Adolph J. Oates
(May 27, 1982)	Allstate Insurance Company and Cleveland Walker Jr.
(June 9, 1982)	Allstate Insurance Company and Cleveland Walker Jr.
(June 9, 1982)	Campbell Williams
(June 30, 1982)	Allstate Insurance Company and Roy and Paula Condotti
(June 30, 1982)	Ann Parmer
(June 30, 1982)	General Accident Group and Russel J. Kirkpatrick
(June 30, 1982)	American States Insurance Company and North American Printing Inc.
(June 30, 1982)	Allstate Insurance Company and Bonifacio Rivera
(June 30, 1982)	Allstate Insurance Company and Menard Kraus
(June 30, 1982)	Yellow Cab Company, c/o Dinkes, Soll and Dinkes
(June 30, 1982)	Underwriters Adjusting Company and Evangelina Rutiaga
(July 15, 1982)	Pedro C. Cordero
(July 15, 1982)	Allstate Insurance Company and Robert Fisher
(July 15, 1982)	State Farm Insurance Company and Lamar Granberry
(July 22, 1982)	George A. Olthoff
(July 22, 1982)	Anthony J. Hartzog

Compensation for Damage to Property:

(March 19, 1982)	Jacqueline Shelton
(March 30, 1982)	Illinois Bell Telephone Company, c/o Mr. D. H. Davis
(June 9, 1982)	Irene M. Nawara

Compensation for Personal Injuries:

(May 27, 1982)	Fred Horner
(July 22, 1982)	Margaret L. Fitzgerald

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

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

Failed to Pass--FOUR PROPOSED ORDERS TO AUTHORIZE CANCELLATION
OF WARRANTS FOR COLLECTION FOR PRIVATE FIRE ALARM BOX-
MAINTENANCE.

The Committee on Finance submitted a report recommending that the City Council Do Not Pass four proposed orders transmitted therewith, authorizing cancellation of warrants for collection for private fire alarm box maintenance.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following orders which failed to pass read as follows (the *Italic* heading in each case not being a part of the order):

Church Home for the Aged.

ORDERED, That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. F2-200045, in the amount of \$10.00 for annual maintenance and operating cost of one (1) private fire alarm box, charged against the Church Home for the Aged, No. 5445 S. Ingleside Avenue.

Northwest Home for the Aged.

ORDERED, That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. F2-200125, in the amount of \$10.00 for annual maintenance and operating cost of one (1) private fire alarm box, charged against the Northwest Home for the Aged, No. 6300 N. California Avenue.

Resurrection Hospital.

ORDERED, That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. F2-200137, in the amount of \$30.00 for annual maintenance and operating cost of three (3) private fire alarm boxes, charged to Resurrection Hospital, No. 7435 W. Talcott Avenue.

Saint Mary of Nazareth Medical Center.

ORDERED, That the City Comptroller is hereby authorized and directed to cancel Warrant for Collection No. F2-200153, in the amount of \$20.00 for annual maintenance of two (2) private fire alarm boxes, charged to Saint Mary of Nazareth Medical Center, No. 2233 W. Division Street.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING THE EXECUTION
OF A MEMORANDUM OF AGREEMENT IN CONJUNCTION WITH THE ISSUANCE
OF REVENUE BONDS FOR RENOVATION PROJECT BY THE CHICAGO
WHITE SOX, LTD.

The Committee on Finance submitted the following report, which was, on motion of Aldermen Huels, Humes, Sheahan and Lipinski, *Deferred* and ordered published:

CHICAGO, October 4, 1982.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the Office of the Mayor transmitting a proposed Ordinance authorizing the execution of a Memorandum of Agreement in conjunction with the issuance of Revenue Bonds for a renovation project by the Chicago White Sox, Ltd. in the amount of \$5,000,000.00 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

Whereas, The City of Chicago, Cook County, Illinois (the "City"), is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

Whereas, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

Whereas, The Chicago White Sox, Ltd., an Illinois limited partnership (the "White Sox"), wishes to secure financing for the improvement and renovation of Comiskey Park (the "Stadium"), a sports facility located in the City, to be owned by the White Sox, or to be owned by Comiskey Park Associates and leased to the White Sox, and in either event to be used by the White Sox as a stadium for baseball and other sports events, and the White Sox wishes to have the City issue its revenue bonds to provide funds for the construction and acquisition of such facilities; and

Whereas, It is considered desirable for the enhancement of the tax base and the general welfare of the City and its inhabitants to assist in the renovation and improvement of a sports facility located within the City; and

Whereas, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from payments made by Comiskey Park Associates or the White Sox; and

Whereas, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

Section 1. This City Council hereby determines that the assistance of the Chicago White Sox, Ltd. through the issuance of revenue bonds, the proceeds of which will be used for the renovation and improvement of Comiskey Park, is an appropriate exercise of the home rule powers of the City.

Section 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary and will adopt such further proceedings as may be necessary to issue its revenue bonds in an amount not to exceed \$5,000,000 for the aforementioned purpose.

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

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and the Chicago White Sox, Ltd., an Illinois limited partnership (the "White Sox").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:
 - (a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the renovation and improvement of Comiskey Park (the "Stadium") is a proper exercise of the home rule powers of the City.
 - (b) The White Sox presently owns and operates the Stadium. Ownership of the Stadium may be transferred to Comiskey Park Associates, an Illinois limited partnership, in which case the Stadium will be leased to and operated by the White Sox. The White Sox proposes to cause the Stadium to be renovated and improved through the addition of indoor and improvement of outdoor seating facilities, addition of restrooms, addition of food service facilities and other capital improvements, (collectively, the "Project"), all being portions of a sports facility open to the use of the general public and located within the City. The White Sox wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.
 - (c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be necessary to cause the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount not to exceed \$5,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.
 - (d) The City considers that its financing of the cost of the Project on behalf of the White Sox will promote and further the affairs and welfare of the City and its inhabitants.
2. Undertakings on the Part of the City. Subject to the conditions above stated, the City agrees as follows:
 - (a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the White Sox, Comiskey Park Associates, if it is owner of the Stadium, and potential purchasers of the Bonds.

- (b) That it will cooperate with the White Sox in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the City will adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized in an ordinance of the City Council and mutually satisfactory to the City, the White Sox, Comiskey Park Associates, if it is owner of the Stadium, and potential purchasers of the Bonds.
 - (c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will lend the proceeds of the bonds to the White Sox or Comiskey Park Associates to be used to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the White Sox or Comiskey Park Associates and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.
 - (d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.
3. Undertakings on the Part of the White Sox. Subject to the conditions above stated, the White Sox agrees as follows:
- (a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.
 - (b) That if title to the Stadium is conveyed to Comiskey Park Associates it will cause this Agreement to be joined in by the general partner of Comiskey Park Associates.
 - (c) That contemporaneously with the issuance of the Bonds, the White Sox will enter into and, if title has been conveyed will cause Comiskey Park Associates to enter into, a revenue agreement with the City under the terms of which the White Sox will be obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the City, the White Sox and Comiskey Park Associates.
 - (d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the Project or after payment of all costs of the Project, which ever is later, the White Sox (1) will furnish upon request of the City a report in a form satisfactory to the City, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the completion of the Project, and (2) will permit any duly authorized agent of the City to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the White Sox located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the White Sox relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.
 - (e) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

- (a) All commitments of the City under paragraph 2 hereof and of the White Sox or Comiskey Park Associates under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the City and the White Sox), the City and the White Sox and if title has been conveyed, Comiskey Park Associates shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.
- (b) All costs and expenses in connection with the financing and completion of the Project, including the fees and expenses of counsel to the City and Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the White Sox. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the White Sox agree that it will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the accrued fees and out-of-pocket expenses of bond counsel, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this _____ day of _____, 1982.

[Signature forms omitted for printing purposes]

*Placed on File--*MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Frost the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

Five (5) Communications from the Department of Law dated July 27, August 18 and September 13, 1982 concerning settlements made or judgments entered against the City for the months of February, March, April, June and July of 1982.

A Communication dated September 16, 1982 from the Department of Public Works concerning the Monthly Progress Report on Sewer Bond Issue Projects for the month of August, 1982.

A Communication from the Department of Finance dated October 4, 1982 authorizing issuance of all necessary permits free of charge to James McHugh Construction Company for the Alpha Phi Alpha Project on the premises at E. 47th Street and S. Drexel Avenue.

COMMITTEE ON BUILDINGS AND ZONING.

Chicago Zoning Ordinance Amended to Reclassify
Area Shown on Map No. 20-E.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, September 28, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to Your Committee on April 22, 1982) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
 (Signed) EDWARD R. VRDOLYAK,
Chairman.
 (Signed) FRED B. ROTI,
Vice-Chairman.

On motion of Alderman Roti the committee's recommendation was *Concurred In* and said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Ciewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 Chicago Zoning Ordinance be amended by changing all the R4 General Residence and B5-2 General Service Districts symbols and indications as shown on Map No. 20-E in area bounded by

a line 1,798.97 feet north of and parallel to E. 87th Street; a line 823.86 feet east of and parallel to S. St. Lawrence Avenue; a line 1,173.49 feet north of and parallel to E. 87th Street; a line 494.97 feet east of and parallel to S. St. Lawrence Avenue; a line 1,333.49 feet north of and parallel to E. 87th Street; and a line 661.99 feet east of and parallel to S. St. Lawrence Avenue,

to those of a Residential Planned Development and a corresponding use district is hereby established in the area above described.

[Planned Development printed on pages 12656
 through 12660 of this Journal]

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

—————
**Issuance of Permit Authorized for Erection of
 Illuminated Sign.**

The Committee on Buildings and Zoning submitted the following report:

(Continued on page 12661)

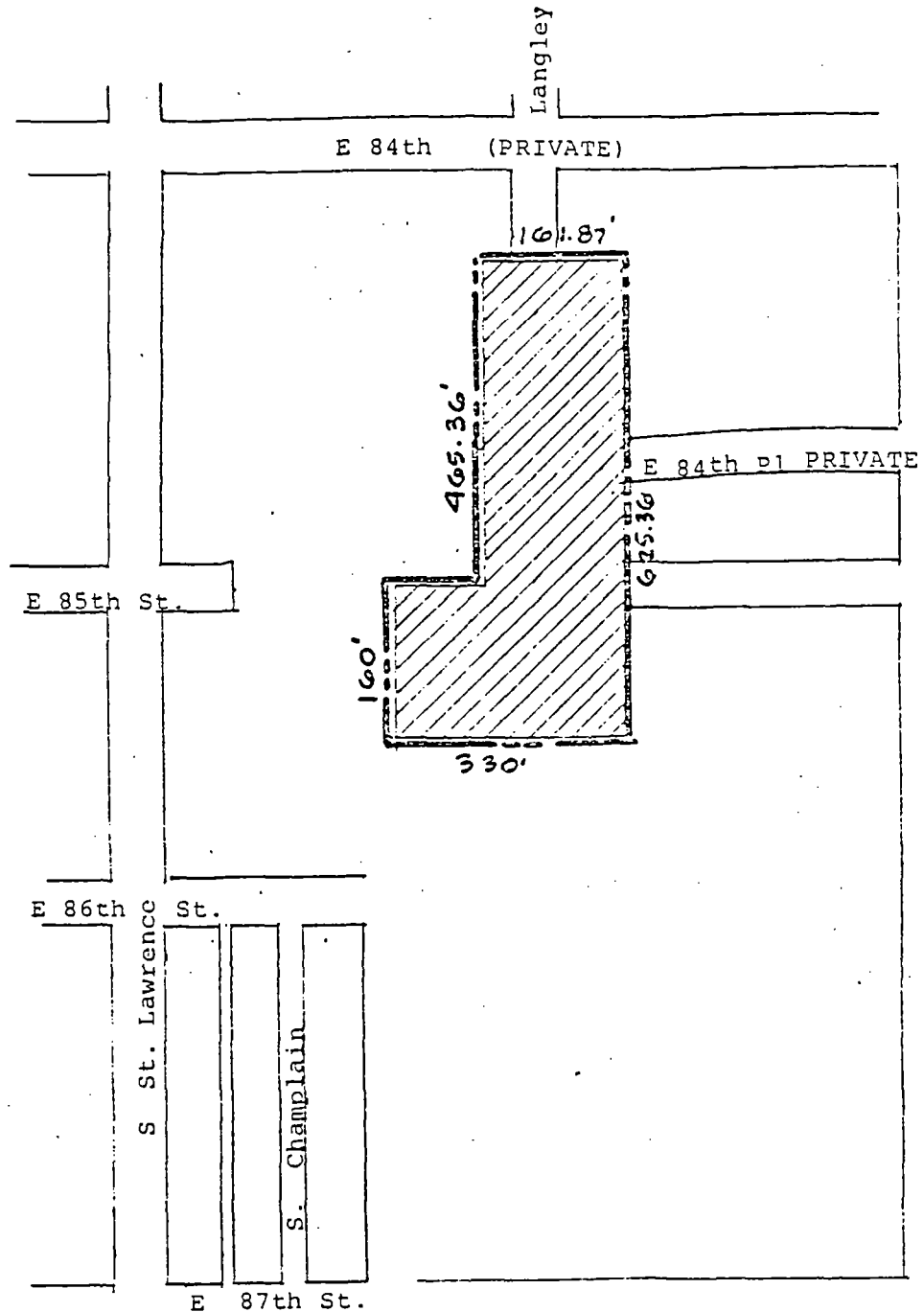
RESIDENTIAL PLANNED DEVELOPMENT
PLAN OF DEVELOPMENT
STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is controlled by the applicant, Chatham Park South Cooperative, an Illinois not-for-profit corporation ("Applicant").
2. Use of land will consist of an elevator apartment structure for the elderly including community space and recreation area for tenant usage and off-street parking as authorized by this Plan of Development.
3. All applicable official reviews, approvals or permits are required to be obtained by Applicant or its successors, assigns or grantees.
4. Any dedication or vacation of streets or alleys or adjustments of the rights of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Applicant, its successors or assigns.
5. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and as authorized by this Plan of Development.
6. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification signs may be permitted with the approval of the Commissioner of Planning and the Commissioner of Inspectional Services.
8. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance. Said development will be in strict accord with the Plan of Development.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

APPLICANT: Chatham Park South Cooperative

DATE: March 19, 1982

RESIDENTIAL PLANNED DEVELOPMENT
GENERALIZED LAND USE MAP



ELEVATOR APARTMENT STRUCTURE FOR ELDERLY,
INCLUDING COMMUNITY SPACE AND RECREATION
AREA FOR TENANT USE AND OFF-STREET PARKING

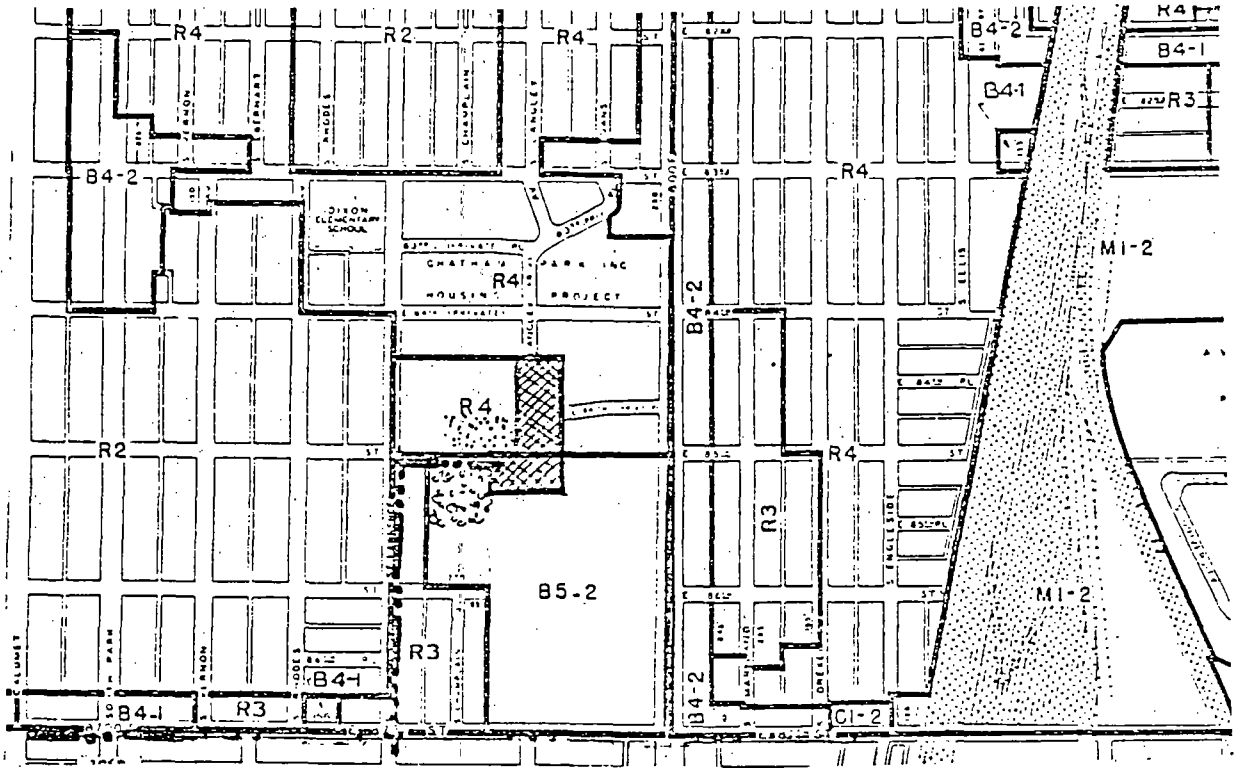


----- PLANNED DEVELOPMENT BOUNDARY

APPLICANT CHATHAM PARK SOUTH COOPERATIVE

DATE MARCH 19, 1982

RESIDENTIAL PLANNED DEVELOPMENT:
EXISTING ZONING AND PREFERENTIAL STREET MAP



LEGEND



RESIDENTIAL PLANNED DEVELOPMENT



ZONING DISTRICT BOUNDRIES



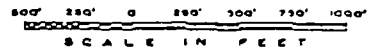
PREFERENTIAL STREET PATTERN



PARKS AND PLAYGROUNDS



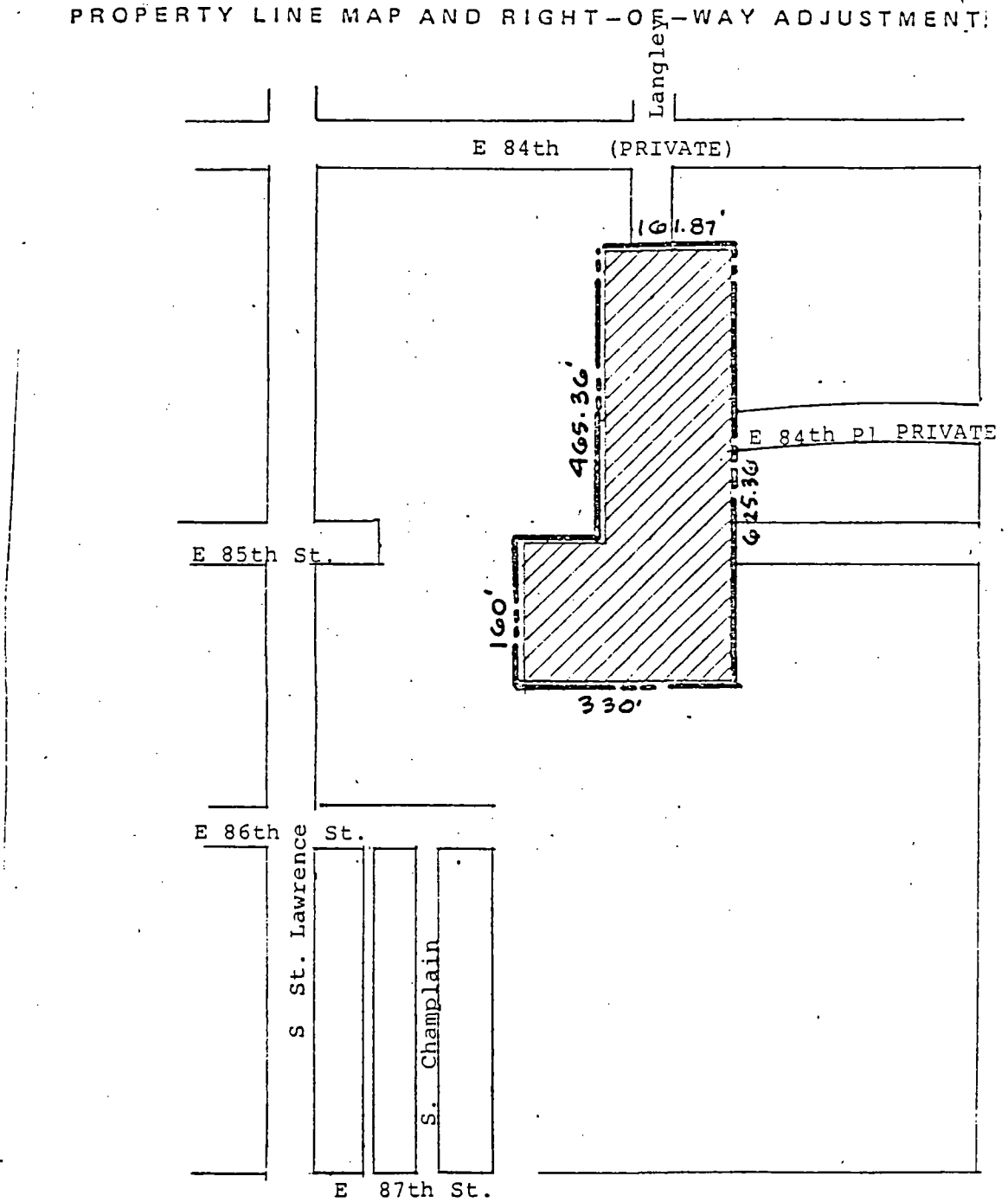
PUBLIC AND QUASI-PUBLIC FACILITIES



APPLICANT : CHATHAM PARK SOUTH COOPERATIVE

DATE: MARCH 19, 1982

RESIDENTIAL PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



PLANNED DEVELOPMENT BOUNDARY

----- PROPERTY LINE BOUNDARY



APPLICANT CHATHAM PLACE SOUTH COOPERATIVE
DATE MARCH 19, 1982

RESIDENTIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NUMBER OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF LAND COVERED
Square Feet	Acres				
128,127.82	2.94	Elevator apartment structure (housing for the elderly), off-street parking and loading and open area and recreation area for tenant usage.	112	1.0	8.3%

2.94 ACRES GROSS SITE AREA = 2.94 ACRES NET SITE + .0 ACRES PUBLIC STREETS AND ALLEYS AREA.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.0

MAXIMUM NUMBER OF DWELLING UNITS = 111 units for the elderly
1 unit for the building engineer
 112 total units

MINIMUM NUMBER OFF-STREET PARKING SPACES: 65 spaces

MINIMUM NUMBER OFF-STREET LOADING SPACES: 1 space

MINIMUM SET-BACKS: 330 feet North
 80 feet South
 25 feet East
 50 feet West

SET-BACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHERE NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

APPLICANT: Chatham Park South Cooperative

DATE: March 19, 1982

(Continued from page 12655)

CHICAGO, October 6, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body Pass, the proposed order transmitted herewith (referred September 15, 1982) to authorize the issuance of a permit for the erection and maintenance of illuminated sign, as follows:

<i>Permittee</i>	<i>Location</i>	<i>Dimension</i>
Shell (James D. Ahern Sign Co.)	4300 S. Wentworth	12'0" x 12'0" (60' in height)

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
 (Signed) EDWARD R. VRDOLYAK,
Chairman.
 (Signed) FRED B. ROTI,
Vice-Chairman.

On motion of Alderman Roti the committee's recommendation was *Concurred In* and said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 Buildings is hereby directed to issue a permit to James D. Ahern Sign Company, No. 3257 S. Harding Avenue, for the erection of an illuminated double faced sign, 12'0" x 12'0" (60' in height) on the premises known as No. 4300 W. Wentworth Avenue - (Shell).

Said permit shall be issued, and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Action Deferred--ON PROPOSED ORDINANCES FOR AMENDMENT
 OF CHICAGO ZONING ORDINANCE TO RECLASSIFY
 PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Roti and Alderman Barnett, *Deferred* and ordered published:

CHICAGO, September 21, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass*, three proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on April 21, June 9 and 30, 1982) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
 (Signed) EDWARD R. VRDOLYAK,
Chairman.
 (Signed) FRED B. ROTI,
Vice-Chairman.

The following are descriptive summaries of said proposed ordinances transmitted with the foregoing committee report:

Reclassification of Area Shown on Map No. 14-K.

An ordinance to classify as an R4 General Residence District instead of an R3 General Residence District, the area bounded by

W. 60th Street; S. Knox Avenue; a line 90.20 feet south of and parallel to W. 60th Street; and the alley west of and parallel to S. Knox Avenue (Map No. 14-K).

Reclassification of Area Shown on Map No. 16-F.

An ordinance to classify as an R4 General Residence District instead of an R3 General Residence District, the area bounded by

S. Vincennes Avenue; W. 70th Street; the alley next west of S. Vincennes Avenue; and a line 265.24 feet south of and parallel to W. 69th Street (Map No. 16-F).

Reclassification of Area Shown on Map No. 18-F.

An ordinance to classify as a B3-2 General Retail District instead of an R4 General Residence District, the area bounded by

a line 398.5 feet north of and parallel to W. 76th Street; a line 133 feet east of S. Eggleston Avenue; a line 98.5 feet north of W. 76th Street; S. Stewart Avenue; and W. 76th Street (Map No. 18-F).

Amended to Read

a line 398.5 feet north of and parallel to W. 76th Street; a line 133 feet east of S. Eggleston Avenue; a line 98.5 feet north of W. 76th Street; S. Stewart Avenue; W. 76th Street; and S. Eggleston Avenue (Map No. 18-F).

*Action Deferred--ON PROPOSED ORDINANCE FOR AMENDMENT OF
 CHICAGO ZONING ORDINANCE TO RECLASSIFY AREA
 SHOWN ON MAP NO. 18-F (Adverse
 Committee Recommendation).*

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Roti and Alderman Barnett, *Deferred* and ordered published:

CHICAGO, September 28, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith (referred to Your Committee on April 21, 1982) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area, on Map No. 18-F.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK, *Chairman.*
(Signed) FRED B. ROTI, *Vice-Chairman.*

The following is a descriptive summary of said proposed ordinance transmitted with the foregoing committee report:

Reclassification of Area Shown on Map No. 18-F.

An ordinance to classify as a Residential Planned Development instead of an R3 General Residence District, the area bounded by

W. 75th Street; a line 86.44 feet west of and parallel to S. Wentworth Avenue; a line 188.09 feet north of and parallel to W. 75th Street; a line 139.41 feet west of and parallel to S. Wentworth Avenue; a line 243.37 feet north of and parallel to W. 75th Street; S. Wentworth Avenue; a line 131.05 feet north of and parallel to W. 75th Street; and S. Lafayette Avenue (Map No. 18-F).

**COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.**

**Chapter 21 of Municipal Code Amended Concerning Hearing
Officers of Landmark Commission.**

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, October 6, 1982.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation, to which was referred on September 15, 1982, a proposed ordinance permitting the Landmark Commission to make use of hearing officers to conduct hearings pursuant to the landmark ordinance, begs leave to recommend that Your Honorable Body *Pass* said ordinance, transmitted herewith.

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

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. Chapter 21 of the Municipal Code of Chicago is amended by amending subsection (e) of Section 21-63 to read as follows, the added language appearing in *Italics* and the deleted language appearing within brackets:

21-63(e). The Commission shall conduct the public hearing as provided in subsection (d) hereof and shall provide a reasonable opportunity for all interested parties to express their opinions under such rules as the Commission may adopt for the purpose of governing the proceedings of the hearings. Each speaker shall be fully identified as to name, address, and the interests which he represents. The Commission shall make a determination with respect to the proposed designation in writing within [fifteen (15)] *thirty* days after the [initial] *final* hearing date and shall notify any owner or owners or persons having a legal or equitable interest in said property, as well as such other interested parties as may request a copy thereof. The Commission shall set forth in its recommendations such findings of fact which constitute the basis for its decision and shall transmit said recommendation concerning the proposed designation to the City Council.

SECTION 2. Chapter 21 of the Municipal Code of Chicago is amended by adding thereto Section 21-64.3, said added section in *Italics* to read as follows:

21-64.3. *In any hearing conducted by the Commission on Chicago Historical and Architectural Landmarks pursuant to this chapter, the Commission may designate any Commission member or members or any other person to hold such hearing and take evidence in the place of the Commission; provided that no member of the Commission shall be eligible to vote on any matter which is the subject of such hearing until he or she is provided with the record of the testimony heard and all evidence presented at such hearing.*

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

Designation of Brewster Apartments as "Chicago Landmark".

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, October 6, 1982.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation having had under consideration a communication signed by William M. McLenahan, Director of the Commission on Chicago Historical and Architectural Landmarks (Referred to your Committee on July 15, 1982) to designate the Brewster Apartments as a "Chicago Landmark", begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) BERNARD STONE,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the Brewster Apartments be designated a Chicago Landmark.

SECTION 2. The structure known as the Brewster Apartments located on property commonly known as 2800 North Pine Grove Avenue, Chicago, Illinois, and legally described as:

Lot 7 in Block 2 in LeMoynes subdivision of the South 16 acres of the East half of the Northwest quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 5. Notwithstanding any other provision of Chapter 21 of the Municipal Code of Chicago, no permit application for work upon said structure need be reviewed or approved by the Commission on Chicago Historical and Architectural Landmarks, except those for construction, reconstruction, alteration or demolition upon or affecting the appearance of the Diversey Parkway and Pine Grove Avenue exterior facades and the public lobby and interior light court of the structure.

SECTION 6. This ordinance shall take effect on and after the date of its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

Conditional Approval Given to Issuance of Industrial
Revenue Bond of \$1,450,000 for Development
Project by Harris Baruck Partnership 2.

The Committee on Economic Development submitted the following report:

CHICAGO, October 4, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on September 15, 1982) granting conditional approval of an industrial revenue bond in the amount of \$1,450,000 to finance an industrial development project by Harris Baruck Partnership No. 2/Advance Theatrical Company, 2451 North Sacramento Avenue, begs leave to recommend that Your Honorable Body *Pass*, the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

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 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,450,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Harris Baruck Partnership 2, and leased to and used by Advance Theatrical Company, Party Shoes, Inc., and Winkie Mfg. Co., as a manufacturing plant and shipping, warehousing and sales office facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$1,450,000 for the purpose aforesaid.

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

**Conditional Approval Given to Issuance of Industrial Revenue Bond
of \$600,000 for Development Project by Nation Enterprise, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, October 4, 1982.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on September 15, 1982) granting conditional approval of an industrial revenue bond in the amount of \$600,000 to finance an industrial development project by Nation Enterprise, Inc., 2505 N. Milwaukee Avenue, begs leave to recommend that Your Honorable Body *Pass*, the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$600,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Nation Enterprise, Inc., to be used as a manufacturing facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$600,000 for the purpose aforesaid.

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

COMMITTEE ON EDUCATION.

Action Deferred--ON PROPOSED ORDINANCE CREATING ELECTED SCHOOL BOARD FOR CITY OF CHICAGO.

The Committee on Education submitted the following report, which was, on motion of Alderman Kelley and Alderman Lipinski, *Deferred* and ordered published:

CHICAGO, October 6, 1982.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration an ordinance creating an Elected School Board for the City of Chicago; begs leave to recommend that Your Honorable Body *Approve* said ordinance as presented to the Committee on Education.

This recommendation was concurred in by 9 members of the committee with 1 dissenting vote.

Respectfully submitted,
(Signed) WILLIAM O. LIPINSKI,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. That the Municipal Code of Chicago be and is hereby amended by the insertion therein of a new Chapter, said new Chapter to be known as "Chapter 8.4 Board of Education," and to read as follows in Italics:

BOARD OF EDUCATION

8.4-1. In accordance with Chapter 122, Section 34-2 of the Illinois Revised Statutes, the City shall maintain a system of free schools under the charge of a Board of Education.

8.4-2. Board Member - Term - Vacancies.

Until a new Board of Education is constituted in accordance with the ensuing sections of this chapter, the Board of Education shall consist of 11 members, appointed by the Mayor with the approval of the City Council, 3 for the term of 1 year, 2 for 2 years, 2 for 3 years, 2 for 4 years and 2 for 5 years. Thereafter at the expiration of term of any member, his successor shall be appointed in like manner and shall hold office for the term of 5 years from May 1 of the year in which he is appointed and until his successor shall have been appointed and qualified. Any vacancy in the membership of said board shall be filled through appointment by the Mayor, with the approval of the City Council, for the unexpired term. If any appointee fails to qualify within 30 days after his appointment, the office shall be filled by a new appointment for the unexpired term. All members of said board and all officers and employees thereof holding appointments, offices or employments immediately prior to the effective date of this ordinance shall continue in their appointments, offices or employments until their respective appointments, terms of office or employment shall have expired.

8.4-3. The terms of Board of Education members appointed under Section 8.4-2 shall terminate on the date provided in Section 8.4-7 of this Code for the beginning of the terms of the first elected members of the Board of Education. Section 8.4-2 is ineffective after that date.

8.4-4. The Board of Education shall consist of 15 members elected from districts in the manner hereinafter provided.

8.4-5. No later than October 31, 1982, the City Council shall, by ordinance, divide the City into districts for the purpose of electing members of the Board of Education. Such districts shall be substantially equal in population. Each district shall be composed of contiguous territory. Districts shall be numbered 1 through 15. A copy of the districting ordinance shall be filed with the Board of Election Commissioners.

In each subsequent decade, as soon as possible after the pertinent figures from the U.S. decennial census are available, the City Council shall reapportion the City into 15 districts in the same manner.

If the City Council fails to divide the City into districts by October 31, 1982, or by June 1 of the first year of any subsequent decade in which a regular election for school board members is to be held, the districting shall be done by a commission consisting of 12 members appointed by the Mayor. No more than 6 of the commission members shall be of the same political party. The commission shall file its plan of districting with the Board of Election Commissioners no later than July 10.

8.4-6. An election for members of the Board of Education shall be held on the last Tuesday of February, 1983, and every fourth year thereafter. A candidate receiving a majority of the votes cast in his election district for member of the Board of Education at such election is thereby elected. If in any district, no candidate receives a majority a run-off election shall be held in that district on the first Tuesday in April. Only the names of the 2 candidates receiving the highest and next highest number of votes in that district shall be printed on the ballot for the run-off election. The person receiving the highest number of votes in the run-off election is thereby elected.

Candidates for members of the Board of Education shall not run under any party label but shall be nominated as independent candidates in the manner provided in The Election Code of the Illinois Revised Statutes except that the nominating petition of each candidate for school board member must be signed by at least 1500 registered voters in his district and must be filed at least 57 days prior to the date of election. Except as otherwise specifically provided in this ordinance, the election of members of the Board of Education under this ordinance shall be governed by The Election Code of The Illinois Revised Statutes.

8.4-7. A member of the Board of Education shall serve for a term of 4 years commencing after notification that the member is duly elected and qualified. The elected members of the board shall serve until their respective successors are elected and qualified.

If a vacancy in the office of member of the Board of Education occurs more than one year before the expiration of the term of office, the vacancy shall be filled for the remainder of the term by a special election called by said board. If the vacancy occurs one year or less before the term expires, the Mayor, with the approval of the City Council, shall appoint a qualified person to fill the vacancy for the remainder of the term. In the case of vacancies to be filled by election, the Mayor, with the approval of the City Council, may make an interim appointment to fill the vacancy until the vacancy is filled by election. Any person appointed to fill a vacancy must have the same qualifications as elected members.

8.4-8. Eligibility. To be eligible for appointment to the Board of Education, a person shall be a citizen of the United States, a registered voter as provided in The Election Code of the Illinois Revised Statutes, as heretofore or hereafter amended, and shall have been a resident of the city for at least 3 years immediately preceding his appointment or election.

To be eligible for election to the Board of Education, a person must have resided within the territory forming the district from which he is elected for the two years immediately preceding his election. Permanent removal from the City or from the district from which he was elected by any member of the Board of Education during his term of office constitutes a resignation therefrom and creates a vacancy in the board. Until the date prescribed in Section 8.4-7 for the beginning of the term of the first elected members, Board of Education members shall serve without compensation. Beginning with that date, board members shall be compensated at the rate of \$15,000 per year. The president

of the Board of Education shall receive an additional \$5,000 per year. Members of the Board of Education shall not hold other public office under the federal, state or local government other than that of notary public or member of the National Guard, and by accepting any such office while members of the board, or by not resigning any such office held at the time of being appointed or elected to the board within 30 days after such appointment or election, shall be deemed to have vacated their membership in the Board of Education.

8.4-9. Districts. The City is hereby divided into fifteen districts.

8.4-10. The First District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Howard St. and Ridge Blvd. (City Limits); thence follow the City Limits west and then south to the point where the City Limits circumscribe O'Hare International Airport; thence follow the City Limits as said City Limits circumscribe O'Hare International Airport to the Des Plaines River; thence generally follow the Des Plaines River southerly to Belmont Ave.; thence east on Belmont Ave. to Pontiac St.; thence north on Pontiac St. to Addison St.; thence west on Addison St. to Cumberland Ave.; thence north on Cumberland Ave. to Montrose Ave. (City Limits); thence follow the City Limits north and then east to Gunnison St. and Narragansett Ave.; thence east on Gunnison St. to Central Ave.; thence south on Central Ave. to Lawrence Ave.; thence east on Lawrence Ave. to Kostner Ave.; thence south on Kostner Ave. to Elston Ave.; thence southeast on Elston Ave. to Montrose Ave.; thence east on Montrose Ave. to the North Branch Chicago River; thence north on the North Branch Chicago River to the North Shore Channel; thence continue north on the North Shore Channel to Bryn Mawr Ave.; thence east on Bryn Mawr Ave. to California Ave.; thence north on California Ave. to Devon Ave.; thence east on Devon Ave. to Western Ave.; thence north on Western Ave. to Touhy Ave.; thence east on Touhy Ave. to Ridge Blvd.; thence north on Ridge Blvd. to the point of the beginning.

8.4-11. The Second District shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North City Limits and Lake Michigan; thence west along the City Limits to the intersection of Howard St. and Ridge Blvd. (City Limits); thence south on Ridge Blvd. to Touhy Ave.; thence west on Touhy Ave. to Western Ave.; thence south on Western Ave. to Devon Ave.; thence west on Devon Ave. to California Ave.; thence south on California Ave. to Bryn Mawr Ave.; thence west on Bryn Mawr Ave. to the North Shore Channel; thence south on the North Shore Channel to the North Branch Chicago River; thence continue south on the North Branch Chicago River to Wilson Ave.; thence east on Wilson Ave. to Western Ave.; thence south on Western Ave. to Montrose Ave.; thence east on Montrose Ave. to Ravenswood Ave.; thence north on Ravenswood Ave. to Foster Ave.; thence east on Foster Ave. to Clark St.; thence south on Clark St. to Lawrence Ave.; thence east on Lawrence Ave. and W. Lawrence Dr. and as extended to Lake Michigan; thence north along Lake Michigan to the place of the beginning.

8.4-12. The Third District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lawrence Ave. and Cicero Ave.; thence west on Lawrence Ave. to Central Ave.; thence north on Central Ave. to Gunnison St.; thence west on Gunnison St. to Nagle Ave. (City Limits); thence follow the City Limits west and then south to the intersection of Montrose Ave. and Cumberland Ave.; thence south on Cumberland Ave. to Addison St.; thence east on Addison St. to Pontiac St.; thence south on Pontiac St. to Belmont Ave. (City Limits); thence follow the City Limits southerly to the intersection of North Ave. and Austin Blvd.; thence east on North Ave. to Laramie Ave.; thence north on Laramie to the Milwaukee Road R.R.; thence east on the Milwaukee

Road R.R. to the crossing Milwaukee Road R.R.; thence north on the Milwaukee Road R.R. to Cortland Ave.; thence west on Cortland Ave. to Springfield Ave.; thence north on Springfield Ave. to the Milwaukee Road R.R.; thence north on the Milwaukee Road R.R. to Dickens Ave.; thence west on Dickens Ave. to Pulaski Rd.; thence north on Pulaski Rd. to Belden St.; thence east on Belden St. to Pulaski Rd.; thence north on Pulaski Rd. to Fullerton Ave.; thence west on Fullerton Ave. to the Milwaukee Road R.R.; thence northwest on the Milwaukee Road R.R. to Diversey Ave.; thence east on Diversey Ave. to Pulaski Rd.; thence north on Pulaski Rd. to Belmont Ave.; thence west on Belmont Ave. to the C. & N. W. R.R.; thence north on the C. & N. W. R.R. to School St.; thence west on School St. to Knox Ave.; thence north on Knox Ave. to Roscoe St.; thence east on Roscoe St. to the C. & N. W. R.R.; thence north on the C. & N. W. R.R. to the Milwaukee Road R.R.; thence northwest on the Milwaukee Road R.R. to Montrose Ave.; thence east on Montrose Ave. to the C. & N. W. R.R.; thence northwest on the C. & N. W. R.R. to Cicero Ave.; thence north on Cicero Ave. to the place of the beginning.

8.4-13. The Fourth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and W. Lawrence Dr. as extended; thence west on W. Lawrence Dr. as extended and Lawrence Ave. to Clark St.; thence north on Clark St. to Foster Ave.; thence west on Foster Ave. to Ravenswood Ave.; thence south on Ravenswood Ave. to Montrose Ave.; thence west on Montrose Ave. to Western Ave.; thence north on Western Ave. to Wilson Ave.; thence west on Wilson Ave. to the North Branch Chicago River; thence south on the North Branch Chicago River to Montrose Ave.; thence west on Montrose Ave. to Elston Ave.; thence northwest on Elston Ave. to Kostner Ave.; thence north on Kostner Ave. to Lawrence Ave.; thence west on Lawrence Ave. to Cicero Ave.; thence south on Cicero Ave. to the C. & N. W. R.R.; then southeast on the C. & N. W. R.R. to Montrose Ave.; thence west on Montrose Ave. to the Milwaukee Road R.R.; thence southeast on the Milwaukee Road R.R. to the C.&N.W. R.R.; thence south on the C.&N.W. R.R. to Roscoe St.; thence west on Roscoe St. to Knox Ave.; thence south on Knox Ave. to School St.; thence east on School St. to the C. & N. W. R.R.; thence south on the C. & N. W. R.R. to Belmont Ave.; thence east on Belmont Ave. to

Pulaski Rd.; thence south on Pulaski Rd. to Diversey Ave.; thence east on Diversey Ave. to Ravenswood Ave.; thence north on Ravenswood Ave. to Addison St.; thence east on Addison St. to Halsted St.; thence south on Halsted St. to Cornelia Ave.; thence east on Cornelia Ave. as extended to Lake Michigan; thence north along Lake Michigan to the place of the beginning.

8.4-14. The Fifth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of the Milwaukee Road R.R. and Western Ave.; thence west on the Milwaukee Road R.R. to Laramie Ave.; thence south on Laramie Ave. to North Ave.; thence west on North Ave. to Austin Blvd. (City Limits); thence south along the City Limits to the intersection of Austin Blvd. and Corcoran Pl.; thence east on Corcoran Pl. to Lake St.; thence southeast on Lake St. to Laramie Ave.; thence north on Laramie Ave. to the C. & N.W. R.R.; thence east on the C. & N.W. R.R. to Lamon Ave.; thence north on Lamon Ave. to Chicago Ave.; thence east on Chicago Ave. to Pulaski Rd.; thence south on Pulaski Rd. to the C. & N.W. R.R.; thence east on the C. & N.W. R.R. to Hamlin Blvd.; thence south on Hamlin Blvd. to Independence Blvd.; thence continue south on Independence Blvd. to Arthington St.; thence east on Arthington St. to Kedzie Ave.; thence south on Kedzie Ave. to Taylor St.; thence east on Taylor St. to the C. & N.W. R.R.; thence south on the C. & N.W. R.R. to Roosevelt Rd.; thence east on Roosevelt Rd. to Western Ave.; thence north on Western Ave. to the place of the beginning.

8.4-15. The Sixth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Diversey Ave. and the North Branch Chicago River; thence west on Diversey Ave. to the Milwaukee Rd. R.R.; thence southeast on the Milwaukee Rd. R.R. to Fullerton Ave.; thence east on Fullerton Ave. to Pulaski Rd.; thence south on Pulaski Rd. to Belden St.; thence west on Belden St. to Pulaski Rd.; thence south on Pulaski Rd. to Dickens Ave.; thence east on Dickens Ave. to the Milwaukee Rd. R.R.; thence south on the Milwaukee Road R.R. to Springfield Ave.; thence south on Springfield Ave. to Cortland Ave.; thence west on Cortland Ave. to the Milwaukee Road R.R.; thence south on the Milwaukee Road R.R. to the crossing Milwaukee Road R.R.; thence east on the Milwaukee Road R.R. to Western Ave.; thence south on Western Ave. to Roosevelt Rd.; thence west on Roosevelt Rd. to the C. & N. W. R.R.; thence south on the C. & N. W. R.R. to 16th St.; thence east on 16th St. to the South Branch Chicago River; thence north on the South Branch Chicago River; thence continue north on the North Branch Chicago River to the place of the beginning.

8.4-16. The Seventh District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and W. Cornelia Ave. as extended; thence west on Cornelia Ave. to Halsted St.; thence north on Halsted St. to Addison St.; thence west on Addison St. to Ravenswood Ave.; thence south on Ravenswood Ave. to Diversey Ave.; thence west on Diversey Ave. to the North Branch Chicago River; thence south on the North Branch Chicago River to the Chicago River; thence continue on the South Branch Chicago River to 18th St.; thence east on 18th St. to Clark St.; thence south on Clark St. to Cermak Rd. (22nd St.); thence east on Cermak Rd. (22nd St.) to Federal St.; thence south on Federal St. to 26th St.; thence east on 26th St. and 26th St. as extended to Lake Michigan; thence north along Lake Michigan to the place of the beginning.

8.4-17. The Eighth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Chicago Ave. and Pulaski Rd.; thence west on Chicago Ave. to Lamon Ave.; thence south on Lamon Ave. to the C. & N. W. R.R.; thence west on the C. & N. W. R.R. to Laramie Ave.; thence south on Laramie Ave. to Lake St.; thence northwest on Lake St. to Corcoran Pl.; thence west on Corcoran Pl. to Austin Blvd. (City Limits); thence follow southerly along the City Limits to the intersection of the B. N. R.R. and the Belt Ry. (City Limits); thence northeast on the B. N. R.R. to Pulaski Rd.; thence south on Pulaski Rd. to 26th St.; thence east on 26th St. to Kedzie Ave.; thence south on Kedzie Ave. to the Stevenson Expressway; thence northeast on the Stevenson Expressway to the C.B. & Q. R.R.; thence north on the C.B. & Q. R.R. to the C. & N. W. R.R.; thence continue north on the C. & N. W. R.R. to Taylor St.; thence west on Taylor St. to Kedzie Ave.; thence north on Kedzie Ave. to Arthington St.; thence west on Arthington St. to Independence Blvd.; thence north on Independence Blvd. to Hamlin Blvd.; thence continue north on Hamlin Blvd. to the C. & N. W. R.R.; thence west on the C. & N. W. R.R. to Pulaski Rd.; thence north on Pulaski Rd. to the place of the beginning.

8.4-18. The Ninth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of the South Branch Chicago River and 16th St.; thence west on 16th St. to the C.B. & Q. R.R.; thence south on the C.B. & Q. R.R. to the Stevenson Expressway; thence southwest on the Stevenson Expressway to Kedzie Ave.; thence south on Kedzie Ave. to 55th St.; thence east on 55th St. to Western Ave.; thence south on Western Ave. to 59th St.; thence east on 59th St. to the P.C.C. & St. L. R.R.; thence north on the P.C.C. & St. L. R.R. to Garfield Blvd. (55th St.); thence east on Garfield Blvd. (55th St.) to C.R.I. & P. R.R.; thence north on the C.R.I. & P. R.R. to Pershing Rd. (39th St.); thence east on Pershing Rd. (39th St.) to Federal St.; thence north on Federal St. to 35th St.; thence west on 35th St. to the C.R.I. & P. R.R.; thence north on the C.R.I. & P. R.R. to 26th St.; thence east on 26th St. to Federal St.; thence north on Federal St. to Cermak Rd. (22nd St.); thence west on Cermak Rd. (22nd St.) to Clark St.; thence north on Clark St. to 18th St.; thence west on 18th St. to the South Branch Chicago River; thence north on the South Branch Chicago River to the place of the beginning.

8.4-19. The Tenth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of E. 26th St. as extended and Lake Michigan; thence west on E. 26th St. as extended and 26th St. to the Rock Island R.R.; thence south on the Rock Island R.R. to 35th St.; thence east on 35th St. to Federal St.; thence south on Federal St. to Pershing Rd. (39th St.); thence west on Pershing Rd. (39th St.) to the Rock Island R.R.; thence south on the Rock Island R.R. to Garfield Blvd. (55th St.); thence west on Garfield Blvd. (55th St.) to Halsted St.; thence south on Halsted St. to 59th St.; thence east on 59th St. to Wallace St.; thence south on Wallace St. to 63rd St.; thence east on 63rd St. to LaSalle St.; thence north on LaSalle St. to 61st St.; thence east on 61st St. to State St.; thence south on State St. to 63rd St.; thence east on 63rd St. to Dr. M.L. King, Jr. Dr.; thence north on Dr. M.L. King, Jr. Dr. to 60th St.; thence east on 60th St. to Lake Michigan; thence north along Lake Michigan to the place of the beginning.

8.4-20. The Eleventh District shall be all that portion of the City bounded as follows:

Beginning at the intersection of 26th St. and Kedzie Ave.; thence south on Kedzie Ave. to 55th St.; thence east on 55th St. to Western Ave.; thence south on Western Ave. to 59th St.; thence east on 59th St. to the P.C.C. & St. L. R.R.; thence south on the P.C.C. & St. L. R.R. to 69th St.; thence west on 69th St. to Western Ave.; thence south on Western Ave. to 71st St.; thence west on 71st St. to the G.T.W. R.R.; thence south on the G.T.W. R.R. to 79th St.; thence west on 79th St. to Cicero Ave. (City Limits); thence follow northerly along the City Limits to the intersection of the B.N. R.R. and the Belt Ry. (City Limits); thence northeast on the B.N. R.R. to Pulaski Rd.; thence south on Pulaski Rd. to 26th St.; thence east on 26th St. to the place of the beginning.

8.4-21. The Twelfth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and 60th St. extended; thence west on 60th St. extended and 60th St. to Dr. M.L. King, Jr. Dr.; thence south on Dr. M.L. King, Jr. Dr. to 63rd St.; thence west on 63rd St. to State St.; thence north on State St. to 61st St.; thence west on 61st St. to LaSalle St.; thence south on LaSalle St. to 63rd St.; thence west on 63rd St. to Wallace St.; thence north on Wallace St. to 59th St.; thence west on 59th St. to Halsted St.; thence north on Halsted St. to Garfield Blvd. (55th St.); thence west on Garfield Blvd. (55th St.) to the P.C.C. & St. L. R.R.; thence south on the P.C.C. & St. L. R.R. to the Belt Ry.; thence east on the Belt Ry. to Ashland Ave.; thence south on Ashland Ave. to 79th St.; thence east on 79th St. to Loomis St.; thence north on Loomis St. to 78th St.; thence east on 78th St. to Halsted St.; thence south on Halsted St. to 79th St.; thence east on 79th St. to Woodlawn Ave.; thence north on Woodlawn Ave. to 77th St.; thence west on 77th St. to the I.C.G. R.R.; thence north on the I.C.G. R.R. to 76th St.; thence east on 76th St. to South Chicago Ave.; thence northwest on South Chicago Ave. to the I.C.G. R.R.; thence northeast on the I.C.G. R.R. to 73rd St.; thence east on 73rd St. to Kimbark Ave.; thence north on Kimbark Ave. to the I.C.G. R.R.; thence north on the I.C.G. R.R. to 71st St.; thence east on 71st St. to Kenwood Ave.; thence north on Kenwood Ave. to the I.C.G. R.R.; thence north on the I.C.G. R.R. to the crossing I.C.G. R.R.; thence north on the I.C.G. R.R. to 67th St.; thence east on 67th St. to Lake Michigan; thence north along Lake Michigan to the place of the beginning.

8.4-22. The Thirteenth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and 67th St.; thence west on 67th St. to the I.C.G. R.R.; thence south on the I.C.G. R.R. to the crossing I.C.G. R.R.; thence south on the I.C.G. R.R. to Kenwood Ave.; thence south on Kenwood Ave. to 71st St.; thence west on 71st St. to the I.C.G. R.R.; thence south on the I.C.G. R.R. to Kimbark Ave.; thence south on Kimbark Ave. to 73rd St.; thence west on 73rd St. to the I.C.G. R.R.; thence southwest on the I.C.G. R.R. to South Chicago

Ave.; thence southeast on South Chicago Ave. to 76th St.; thence west on 76th St. to the I.C.G. R.R.; thence south on the I.C.G. R.R. to 77th St.; thence east on 77th St. to Woodlawn Ave.; thence south on Woodlawn Ave. to 79th St.; thence west on 79th St. to Wallace St.; thence south on Wallace St. to Vincennes Ave.; thence north on Vincennes Ave. to 83rd St.; thence east on 83rd St. to Stewart Ave.; thence south on Stewart Ave. to Holland Rd.; thence southeast on Holland Rd. to 91st St.; thence east on 91st St. to the Rock Island R.R.; thence southeasterly on the Rock Island R.R. to Dr. M.L. King, Jr. Dr.; thence south on Dr. M.L. King, Jr. Dr. to Burnside Ave.; thence southeasterly on Burnside Ave. to 93rd St.; thence east on 93rd St. to Burnside Ave.; thence southeasterly on Burnside Ave. to St. Lawrence Ave.; thence south on St. Lawrence Ave. to Burnside Ave.; thence southeasterly to Cottage Grove Ave.; thence south on Cottage Grove Ave. to 95th St.; thence east on 95th St. to the N.Y.C. & St. L. R.R.; thence north on the N.Y.C. & St. L. R.R. to the C.R.I. & P. R.R.; thence east on the C.R.I. & P. R.R. to Yates Ave.; thence north on Yates Ave. to South Chicago Ave.; thence southeast on South Chicago Ave. to 95th St.; thence east on 95th St. to the Calumet River; thence northeast on the Calumet River to Lake Michigan; thence north along Lake Michigan to the place of the beginning.

8.4-23. The Fourteenth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of the P.C.C. & St. L. R.R. and 69th St.; thence west on 69th St. to Western Ave.; thence south on Western Ave. to 71st St.; thence west on 71st St. to the G.T.W. R.R.; thence south on the G.T.W. R.R. to 79th St.; thence west on 79th St. to Cicero Ave. (City Limits); thence follow the City Limits southerly and then west to the intersection of Ashland Ave. and 119th St.; thence north on Ashland Ave. to Monterey Ave. and 112th Pl.; thence west on Monterey Ave. to Ashland Ave.; thence north on Ashland Ave. to 108th Pl.; thence east on 108th Pl. to Church St.; thence north on Church St. to 107th St.; thence east on 107th St. to Halsted St.; thence north on Halsted St. to 103rd St.; thence east on 103rd St. Stewart Ave. as extended and the C. & W.I. R.R.; thence north on Stewart Ave. to 83rd St.; thence west on 83rd St. to Vincennes Ave.; thence south on Vincennes Ave. to 83rd St.; thence west on 83rd St. to Wallace Ave.; thence north on Wallace Ave. to 79th St.; thence west on 79th St. to Halsted St.; thence north on Halsted St. to 78th St.; thence west on 78th St. to Loomis St.; thence south on Loomis St. to 79th St.; thence west on 79th St. to Ashland Ave.; thence north on Ashland Ave. to the Belt Ry.; thence west on the Belt Ry. to the P.C.C. & St.L. R.R.; thence north on the P.C.C. & St.L. R.R. to the place of the beginning.

8.4-24. The Fifteenth District shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and the Calumet River; thence southwest on the Calumet River to 95th St.; thence west on 95th St. to South Chicago Ave.; thence northwest on South Chicago Ave. to Yates Ave.; thence south on Yates Ave. to the C.R.I. & P. R.R.; thence west on the C.R.I. & P. R.R. to the N.Y.C. & St. L. R.R.; thence south on the N.Y.C. & St. L. R.R. to 95th St.; thence west on 95th St. to Cottage Grove Ave.; thence north on Cottage Grove Ave. to Burnside Ave.; thence northwesterly on Burnside Ave. to St. Lawrence Ave.; thence north on St. Lawrence Ave. to Burnside Ave.; thence northwesterly on Burnside Ave. to 93rd St.; thence west on 93rd St. to Burnside Ave.; thence northwesterly on Burnside Ave. to Dr. M.L. King, Jr. Dr.; thence north on Dr. M.L. King, Jr. Dr. to the Rock Island R.R.; thence northwesterly on the Rock Island R.R. to 91st St.; thence west on 91st St. to Holland Rd.; thence northwest on Holland Rd. to Stewart Ave.; thence south on Stewart Ave. as extended and the C. & W.I. R.R. to 103rd St.; thence west on 103rd St. to Halsted St.; thence south on Halsted St. to 107th St.; thence west on 107th St. to Church St.; thence south on Church St. to 108th Pl.; thence west on 108th Pl. to Ashland Ave.; thence south on Ashland Ave. to Monterey Ave.; thence east on Monterey Ave. and 112th Pl. to Ashland Ave.; thence south on Ashland Ave. to 119th St. (City Limits); thence follow the City Limits to the Illinois-Indiana State Line; thence north on the State Line to Lake Michigan; thence north along Lake Michigan to the place of the beginning.

8.4-25. For the purpose of more definitely fixing the boundaries of said districts of the City, there is attached hereto an outline map of the City showing the boundaries of said districts as hereinbefore described and the same is made a part of this Code.

Section 2. This ordinance shall be in full force and effect from and after its date of passage and due publication.

[Map printed on page 12677 of this Journal]

COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.

Approval Given to Sale of Parcel R-1 in Urban Renewal Redevelopment
Project Garfield-Wabash to Good Shepherd Homes' Corporation.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 5, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on September 15, 1982) to approve the sale of Parcel R-1 in Urban Renewal Redevelopment Project Garfield-Wabash to Good Shepherd Homes' Corporation, approved by the Department of Urban Renewal by Resolution No. 82-DUR-93, adopted by the Department on September 14, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

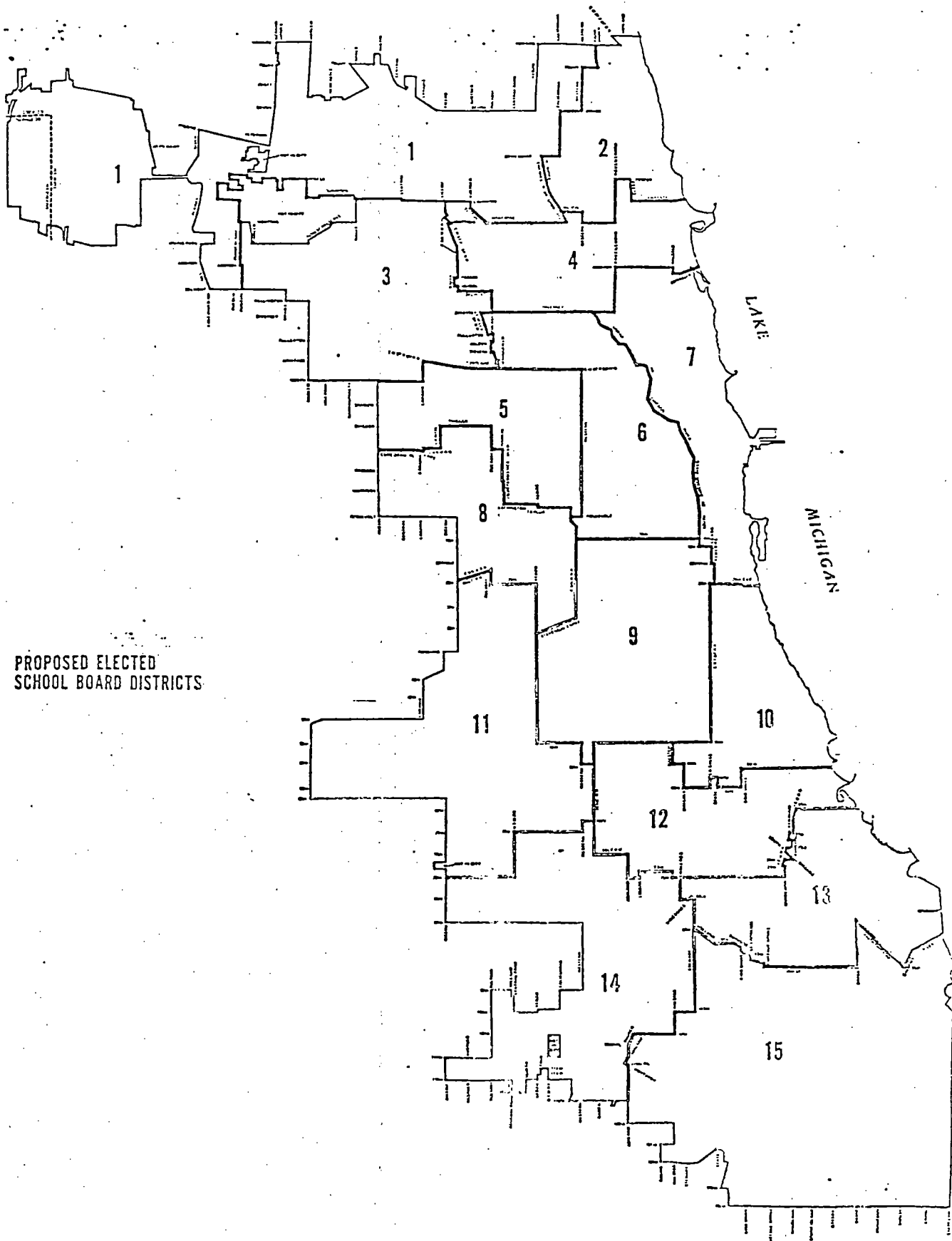
Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Redevelopment Project Garfield-Wabash heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

(Continued on page 12678)



PROPOSED ELECTED
SCHOOL BOARD DISTRICTS

(Continued from page 12676)

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 82-DUR-93 adopted by the Department on September 14, 1982, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project Garfield-Wabash, is hereby approved as follows:

<i>Purchaser</i>	<i>Parcel</i>	<i>Square Feet</i>	<i>Sq. Ft. Price</i>	<i>Total</i>	<i>Price</i>
Good Shepherd Homes' Corporation	R-1	34,551.1	\$2.08	\$71,866.28	

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

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

**Approval Given to Sale of HUD-Owned Property at No. 6207
S. Marshfield Av. to Mahlon Chase, Theodore R.
Strong and Ernestine B. Strong.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 5, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor transmitting a proposed ordinance (which was referred on September 15, 1982) authorizing the sale, under stated conditions, of HUD-owned property located at No. 6207 South Marshfield Street, to Mahlon Chase, Theodore R. Strong and Ernestine B. Strong, his wife for the price of \$23,000.00 agreed upon by the City of Chicago Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 acquired the property at 6207 South Marshfield Street from HUD on October 28, 1977 and reconveyed it to Pathfinders, Incorporated on November 1, 1977 under the Rehabilitation of HUD-owned Properties Program; and

WHEREAS, Pathfinders, Incorporated defaulted on their Agreement with the City of Chicago under this program, forcing the City to reclaim title to 6207 South Marshfield Street for the price of \$23,000.00; and

WHEREAS, Mahlon Chase, Theodore R. Strong and Ernestine B. Strong agree to accept the premises in its "As Is" condition as of the date hereof; and

WHEREAS, Mahlon Chase, Theodore R. Strong and Ernestine B. Strong agree to repair all necessary items to conform 6207 South Marshfield Street to the Building Code of the City of Chicago, at their expense; and

WHEREAS, The Department of Housing has reviewed this matter and finds that Mahlon Chase, Theodore R. Strong and Ernestine B. Strong have made a satisfactory offer, and has recommended the sale of 6207 South Marshfield Street to Mahlon Chase, Theodore R. Strong and Ernestine B. Strong for the price of \$23,000.00; now, therefore,

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

SECTION 1. The sale of 6207 South Marshfield Street to Mahlon Chase, Theodore R. Strong and Ernestine B. Strong, for the price of \$23,000.00 is approved.

SECTION 2. Said sale to Mahlon Chase, Theodore R. Strong and Ernestine B. Strong shall be conditioned upon their commitment to bring the property into compliance with City standards.

SECTION 3. This Ordinance shall be effective immediately upon passage thereof.

**Authorization for Sale of HUD-Owned Property at No. 5110 W. Huron St.
to Mr. and Mrs. Frank Reed.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 5, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor, transmitting a proposed ordinance (which was referred on September 15, 1982) authorizing the sale, under stated conditions, of HUD-

owned property located at No. 5110 West Huron Street to Mr. and Mrs. Frank Reed for the price of \$1.00 agreed upon by the City of Chicago Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--48.

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 acquired the property at 5110 West Huron Street, from HUD on July 21, 1976, and reconveyed it to the Organization For A Better Austin on the same date, under the Rehabilitation of HUD-owned Properties Program; and

WHEREAS, The Organization For A Better Austin defaulted on their Agreement with the City of Chicago under this program forcing the City to reclaim title to 5110 West Huron Street on December 26, 1979; and

WHEREAS, The Illinois Department of Children and Family Services requested the assistance of the City of Chicago, Department of Housing, in obtaining adequate housing for the Reed family that consists of 2 adults, 2 handicapped young adults and 10 minors; and

WHEREAS, Frank and Eralene Reed wish to purchase 5110 West Huron Street for the price of \$1.00 and have agreed to rehabilitate and bring the property into code compliance, at their expense; and

WHEREAS, The Department of Housing has reviewed this matter and finds that Frank and Eralene Reed have made a satisfactory offer and recommends the sale of 5110 West Huron Street to Frank and Eralene Reed for the price of \$1.00; now, therefore,

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

SECTION 1. The sale of 5110 West Huron Street to Frank and Eralene Reed for the price of \$1.00 is approved.

SECTION 2. Said sale to Frank and Eralene Reed shall be conditioned upon their commitment to bring the property into code compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon passage thereof.

**Authorization for Sale of HUD-Owned Property at No. 140 N. Pine Av.
to Mr. Benjamin Barnes.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 5, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor, transmitting a proposed ordinance (which was referred on September 15, 1982) authorizing the sale, under stated conditions, of HUD-owned property located at No. 140 N. Pine Avenue to Mr. Benjamin Barnes for the price of \$22,000.00 agreed upon by the City of Chicago Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcia, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

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 acquired the property at 140 North Pine Avenue from HUD and reconveyed it to the Corinthians Temple/Isaac Sims Memorial Foundation (CT/ISMF) on February 13, 1979, under the Rehabilitation of HUD-owned Properties Program; and

WHEREAS, CT/ISMF defaulted on their agreement with the City of Chicago under the aforementioned program forcing the City to reclaim title to 140 North Pine Avenue on April 26, 1982; and

WHEREAS, Mr. Benjamin Barnes has a purchase agreement with CT/ISMF, which was not honored due to the default of CT/ISMF; and

WHEREAS, Mr. Benjamin Barnes acted in good faith and was in no way responsible for the default; and

WHEREAS, Mr. Benjamin Barnes now wishes to purchase the property at 140 North Pine Avenue from the City for the price of Twenty-two Thousand and no/100 (\$22,000.00) Dollars which would compensate the City for funds advanced to CT/ISMF; and

WHEREAS, Mr. Benjamin Barnes has agreed to code comply the property to City standards, at his expense; and

WHEREAS, The Department of Housing has reviewed this matter and finds that Mr. Benjamin Barnes should not be penalized in this matter and has further recommended the sale of 140 North Pine Avenue to Mr. Benjamin Barnes for the price of Twenty-two Thousand and no/100 (\$22,000.00) Dollars; now, therefore,

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

SECTION 1. The sale of 140 North Pine Avenue to Mr. Benjamin Barnes for the price of Twenty-two Thousand and no/100 Dollars (\$22,000.00) is approved.

SECTION 2. Said sale to Mr. Benjamin Barnes be conditioned upon his commitment to bring the property into compliance with City standards.

SECTION 3. This ordinance is effective immediately upon the passage thereof.

*Action Deferred--ON APPROVAL OF MAYOR'S APPOINTMENT OF
MR. DAVID A. HILLOCK AS COMMISSIONER OF
DEPARTMENT OF NEIGHBORHOODS.*

The Committee on Housing, City and Community Development submitted the following report, which was, on motion of Alderman Oberman and Alderman Bloom, *Deferred* and ordered published:

CHICAGO, October 5, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on September 15, 1982) appointing Mr. David A. Hillock as Commissioner of the Department of Neighborhoods, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Mr. David Hillock.

This recommendation was concurred in by 6 members of the committee, with 3 dissenting votes.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

**Ordinances Passed for Grants of Privileges
in Public Ways.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (September 15, 1982) twenty-six proposed ordinances for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Barnett *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--48.

*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):

Grant to American National Bank and Trust of Chicago U/T No. 21825.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust of Chicago U/T 21825, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault underneath the north half of E. Haddock Place adjoining the northeast corner of E. Haddock Place and N. Wabash Avenue; said vault shall not exceed sixty-five (65) feet in length, fifteen (15) feet in width nor eighteen (18) feet in depth, used in connection with the building known as Nos. 219-223 N. Wabash Avenue; for a period of five (5) years from and after July 15, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Seventy-five and no/100 Dollars (\$975.00) per annum, in advance, the first payment to be made as of July 15, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Amoco Pipeline Company.

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

SECTION 1. Permission and authority hereby are given and granted to Amoco Pipeline Company, a Maine Corporation, upon the terms and subject to the conditions of this ordinance, to maintain, operate and use as now installed, a private pipeline for the transmission of refined petroleum products. The design, construction, testing, operation and maintenance of said pipeline shall fully comply with the provisions of Federal Regulations Title 49 Transportation; the Department of Transportation; Part 195 - Transportation of Liquids by Pipeline. Said carrier pipeline shall be constructed of Steel and have the following specifications:

- A. All road crossings shall use eight and five-eighths (8 5/8) inch outside diameter carrier pipe of specification and grade API 5 LX 42 having a wall thickness of .219 inch millcoated with 40 mil X-Tru coat on the outside of pipe.
- B. The casing pipe shall be twelve and three-fourths (12 3/4) inch outside diameter specification and grade API 5L Grade B having a wall thickness of 0.250 inch. The casing shall have API approved flexible casing seals of neoprene at either ends of the section under City of Chicago street crossings with proper ventilation. The pipe will be bored from bore pits located outside the right-of-way lines and then the carrier pipe will be installed by the Cradle and Pull method. There shall be no servicing of the pipeline from the roadway, shoulders, or ramps of fully access controlled highways and traffic will not be obstructed.
- C. The origin point will maintain constant surveillance of the entire line operation through a Telemeter System in order to be able to shut down all pumping equipment via the Supervisory Control System. It shall be the Dispatch office's responsibility to immediately shut the line down in the event of any malfunction. Line Block Valves shall be closed to isolate sections of the line. Once the source point is identified, personnel with stopple machines shall be dispatched to the site to terpan the line on either side of the leak and create a very narrow zone of blocked line for repair. The Company outage continuity plan shall be placed in effect as required by Title 49;

for a period of five (5) years from and after August 31, 1982, along and across the following public streets and highways in the City of Chicago to wit:

under and across S. 134th Street, from the Indiana State Line to the southwest side thereof across and into the Harbor Belt Railroad property a point approximately ninety-five (95) feet west of the Indiana State Line; thence changing in a southerly direction approximately four hundred ten (410) feet; thence in a westerly direction for a distance of approximately one hundred twelve (112) feet to a point ninety-five (95) feet north of Harbor Light Estate Property line; thence westerly for a distance of approximately one thousand fifty (1,050) feet parallel with the south property line of Harbor Light Estate; thence again changing in a south-westerly direction for a distance of approximately one hundred twenty-six (126) feet to a point seventy-one (71) feet north of the north rail of Consolidated Rail Corporation's track; thence again changing in a westerly direction for a distance of approximately nine hundred ninety-three (993) feet parallel with Consolidated Rail Corporation's track and on Island Homes, Inc. property; thence southwesterly for a distance of approximately twenty-five (25) feet and continuing westerly and into Consolidated Rail Corporation's property on a straight line a distance of approximately one thousand six hundred fifty-eight (1,658) feet parallel to Consolidated Rail Corporation's track, under and across Avenue O and continuing westerly for a distance of approximately three hundred sixty-eight (368) feet to a point fifty-one (51) feet west of Commonwealth Edison's east right-of-way line; thence changing in a southerly direction for a distance of approximately one thousand two hundred fifteen (1,215) feet on and parallel with Commonwealth Edison's right-of-way to a point approximately forty-six (46) feet east of the center line of Commonwealth Edison Tower No. 12; thence continuing in a southerly direction for a distance of approximately two hundred thirty-two (232) feet; under and across Brainard Avenue at a point five hundred (500) feet from the intersection of Brainard Avenue and Avenue O and into the Village of Burnham.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$20,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of August 31, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$20,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Arthur Bailey & James Loomis.

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

SECTION 1. Permission and authority are hereby given and granted to Arthur Bailey & James Loomis, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault, constructed on caissons, one hundred thirty-one (131) feet in length ten (10) feet six (6) inches in width and fifty-five (55) feet in depth, under the surface of the west half of the north-south public alley extending south under East Jackson Boulevard to the north curb line thereof a distance of fourteen (14) feet, in the rear of the premises known as Nos. 235-243 S. State Street, for a period of five (5) years from and after April 26, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Eleven and no/100 Dollars (\$1,211.00) per annum, in advance, the first payment to be made as of April 26, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted

or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Chicago Hardboard Supply and Fabrications Co., Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Hardboard Supply and Fabrications Co., Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, a railroad switch track at street grade, running diagonally on and across W. Cermak Road. Said switch track runs from a point on the north line of W. Cermak Road approximately sixty (60) feet west of the west line of S. Racine Avenue, and from that point proceeds in a southeasterly direction across the eighty (80) foot right of way of W. Cermak Road to a point on the south line of W. Cermak Road approximately twenty-five (25) feet west of the west line of S. Racine Avenue. Said privilege shall continue to exist by authority herein granted for a period of five years from and after November 17, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of November 17, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
*Grant to Chicago Title & Trust Company,
U/T No. 1070932.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Title & Trust Company, not individually, but as Trustee U/T 1070932, upon the terms and subject to the conditions of this ordinance, to maintain and use Subsurface Space underneath the sidewalk containing vaults used for the following purposes: Storage, installation of air conditioning units, pipes and plumbing equipment, offices, meeting rooms and locker rooms with showers for employees. The dimensions of the vaults are as follows:

- 1) The first level of Subsurface Space used for storage under the southerly side of E. Jackson Boulevard is one hundred ninety-six (196) feet in length and twelve (12) feet in width, outside dimensions, or approximately two thousand three hundred fifty-two (2,352) square feet of space.
- 2) The second level of Subsurface Space used for installation of air conditioning units under the southerly side of E. Jackson Boulevard is one hundred sixty (160) feet in length and twelve (12) feet in width, outside dimensions or approximately one thousand nine hundred twenty (1,920) square feet of space.
- 3) The first level of Subsurface Space used for storage, offices, meeting rooms, and locker rooms with showers for employees under the westerly side of S. Michigan Avenue is one hundred fifty-six (156) feet in length and twenty-five (25) feet in width, outside dimensions, or approximately three thousand nine hundred (3,900) square feet of space.
- 4) The second level of Subsurface Space used for locker rooms for employees, air conditioning units, pipes, and plumbing equipment under westerly side of S. Michigan Avenue is one hundred twenty-eight (128) feet in length and twenty-five (25) feet in width, outside dimensions, or approximately three thousand two hundred (3,200) square feet of space.

Total amount of Subsurface Space being used is approximately eleven thousand three hundred seventy-two (11,372) square feet.

Said Subsurface Space shall begin under E. Jackson Boulevard on the easterly side of the first eighteen (18) foot north-south public alley east of S. Wabash Avenue and proceed in an easterly direction for a distance of approximately one hundred seventy-one (171) feet and continue twenty-five (25) feet under S. Michigan Avenue, thence changing in a southerly direction and proceeding for a distance of approximately one hundred fifty-six (156) feet under the westerly side of S. Michigan Avenue and ending approximately two hundred forty (240) feet north of the north line of E. Van Buren Street. The building or structure abutting said Subsurface Space is twenty-three (23) and thirty-one (31) stories in height; for a period of five (5) years from and after September 28, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand One Hundred Thirty-three and no/100 Dollars (\$3,133.00) per annum, in advance, the first payment to be made as of September 28, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Chicago Medinah Temple Association.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Medinah Temple Association, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault underneath the surface of the roadway on the north side of E. Ohio Street adjoining the northwest corner of N. Wabash Avenue. Said vault not exceeding one hundred fifty (150) feet in length and shall extend not more than six (6) feet in width underneath the surface of the widened roadway; for a period of five (5) years from and after June 26, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Seventy-eight and no/100 Dollars (\$778.00) per annum, in advance, the first payment to be made as of June 26, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago

first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
*Grant to Continental Illinois Bank and Trust Company of Chicago,
Executor of Estate of Alfred N. Wentink, Deceased.*

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

SECTION 1. Permission and authority are hereby given and granted to Continental Illinois National Bank and Trust Company of Chicago, Executor of the Estate of Alfred N. Wentink, Deceased, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a three-ton monorail and a jib crane supported by steel columns in the east-west alley attached to the rear of the building known as No. 1134 W. Hubbard Street, nineteen (19) feet in height, the lower fifteen (15) feet to project fourteen (14) inches and the upper portion supporting the jib crane not to extend more than twenty-five (25) inches beyond the lot line, said jib crane, when not in use, shall be folded back and kept within the same twenty-five (25) inch projection; for a period of five (5) years from and after July 30, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance, the first payment to be made as of July 30, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to William Greiner Company.

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

SECTION 1. Permission and authority are hereby given to William Greiner Company, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an I-beam used for the loading and unloading of various materials. Dimensions of said I-beam are six (6) feet in length, eight (8) inches by twelve (12) inches, with a clearance of fifteen (15) feet from the alley grade. Said I-beam is attached to the rear of the premises known as No. 2252 North Elston Avenue and extends six (6) feet from said premises, over the sixteen (16) foot northwesterly-southeasterly public alley. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after October 10, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of October 10, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Hemlock Federal Savings and Loan Association.

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

SECTION 1. Permission and authority are hereby given and granted to Hemlock Federal Savings and Loan Association upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, an ornamental clock with temperature indicator held over the public sidewalk adjacent its property at 5136 S. Ashland Avenue. Dimensions of said clock are six (6) feet three (3) inches in length by four (4) feet ten (10) inches in width. Said structure is elevated nine (9) feet from the concrete sidewalk surface by a six (6) inch in diameter mounting pole, which is implanted four (4) feet into the sidewalk with a concrete foundation. The weight of said clock is approximately six hundred (600) pounds and has a wind load of approximately nine hundred (900) pounds. Said clock is adjacent to the curb in front of the premises known as No. 5136 S. Ashland Avenue, at a point one hundred fifty (150) feet north of the north line of West 52nd Street. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after October 10, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of October 10, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures

or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Illinois Bell Telephone Company.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Bell Telephone Company, an Illinois Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an eighteen-inch cast iron conduit and a ten-inch cast iron conduit, containing a twelve-inch steam supply pipe and a four-inch steam return pipe, under across N. Franklin Street and W. Washington Street, used for the purpose of supplying steam from the building located at the northeast corner of W. Washington Street and N. Franklin Street to the building located at the southwest corner of W. Washington and N. Franklin Street; for a period of five years from and after July 9, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance, the first payment to be made as of July 9, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times

by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to LaSalle National Bank, U/T No. 40940.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee U/T 40940, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) ramps under the sidewalk area in E. Chestnut St., and E. Pearson St., to be used for ingress and egress in connection with parking facilities in the lower level of the premises known as No. 835 N. Michigan Ave. The ingress ramp to be located on the southerly side of E. Chestnut St. will begin at a point approximately sixty (60) feet from the southeast corner of N. Michigan Ave. and E. Chestnut St., and shall be approximately eighteen and six tenths (18.6) feet in width and approximately one hundred eighty-six (186) feet in length, and consist of approximately three thousand one hundred eighty-one (3,181) square feet. The egress ramp on the northerly side of E. Pearson St. will begin approximately one hundred twenty-two (122) feet from the northeast corner of N. Michigan Ave. and E. Pearson St., and shall be approximately twenty-three and seventy-five (23.75) hundredths feet in width and approximately one hundred twenty-four (124) feet in length and consist of approximately two thousand six hundred thirty-six (2,636) square feet; for a period of five (5) years from and after June 1, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifteen Thousand Three Hundred Seventy-one and no/100 Dollars (\$15,371.00) per annum, in advance, the first payment to be made as of June 1, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to LaSalle National Bank, U/T No. 54214.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank as Trustee U/T 54214, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use upon the public right of way (6) separate entrance vestibules, constructed of masonry, aluminum, and glass, immediately adjacent to the commercial and residential buildings located, respectively, at 620, 640, 680, 700, 740, and 780 South Federal Street. The vestibules at 620, 640, 680, 740, and 780 South Federal Street shall each have a width of twenty-two (22) feet, a depth of four (4) feet, and a height of twelve (12) feet. The vestibule at 700 South Federal Street shall have a width of twenty-five (25) feet, a depth of ten (10) feet, and a height of twenty-two (22) feet. Said privileged use of the public right of way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Eight and no/100 Dollars (\$1,008.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the

public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Marquette National Bank.

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

SECTION 1. Permission and authority are hereby given and granted to Marquette National Bank, an Illinois Corporation, to maintain and use seven (7) private ornamental light poles on the sidewalk in front of the premises known as Nos. 6316-6332 S. Western Avenue, for decorative purposes. Each pole is to be approximately 14 feet in height and 8 inches in diameter. The base of each of the columns is to be no closer than 2 feet from the curb line and approximately 13 feet from the property line. Poles are spaced as follows: Pole No. 1 approximately 22 feet south of south line of E-W public alley. Pole No. 2 approximately 30 feet south of Pole No. 1. Pole No. 3 approximately 30 feet south of Pole No. 2. Pole No. 4 approximately 22 feet south of Pole No. 3. Pole No. 5 approximately 23 feet south of Pole No. 4. Pole No. 6 approximately 28 feet south of Pole No. 5. Pole No. 7 approximately 28 feet south of Pole No. 6. Any and all damage to the public way such as the sidewalk, curb and/or street as a result of the maintaining of the poles must be repaired in a manner acceptable to the Commissioner of Streets and Sanitation and at no expense to the City of Chicago. No work is to be performed without first obtaining good and sufficient permits from the Commissioner of Streets and Sanitation; for a period of five years from and after August 31, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance, the first payment to be made as of August 31, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the

City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Marshall Field and Company.

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

SECTION 1. Permission and authority are hereby given and granted to Marshall Field and Company, upon the terms and subject to the conditions of this ordinance, to maintain and use subsurface space to be used as a building connection to the Randolph-Washington-State Street subway station entrance. Dimensions of said subsurface space are sixteen (16) feet in length by fourteen (14) feet in width, equaling an area of approximately two hundred twenty-four (224) square feet. Said subsurface space abuts the north line of E. Washington Street, on the northerly side of said line, adjacent to the premises known as Nos. 105-139 N. State Street; for a period of five (5) years from and after September 28, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars (\$216.00) per annum, in advance, the first payment to be made as of September 28, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to MCI Telecommunications.

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

SECTION 1. Permission and authority are hereby given and granted to MCI Telecommunications, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use fiber optic telephone communication cable, via the Chicago Freight Tunnel, under and along the public rights of way described below, spanning the distance between the Prudential Building and Union Station. Said cable, approximately one (1) inch in diameter, shall be affixed by bracket or by messenger cable to the wall of the Chicago Freight Tunnel. Said cable shall enter said tunnel from the south side of the Prudential Building property, and shall thereupon run westerly under and along East and West Randolph Street, to North Canal, thence continue southward under and along North and South Canal to West Adams Street, thence continue westward under and along West Adams to South Clinton Street, and shall thereupon continue southward under and along South Clinton until entering the west side of Union Station property. Said cable shall span a total length of eight thousand, three hundred seventeen (8,317) feet, and shall exist under the public rights of way by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Four Hundred Sixty-seven and no/100 Dollars (\$8,467.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00

Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to 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 maintain and use as now constructed a concrete tunnel used for the purpose of conveying steam and electricity. Dimensions of said tunnel are approximately five (5) feet five (5) inches in width and four (4) feet ten (10) inches in depth, outside dimensions. Location of said tunnel is under and across the sixty-six (66) foot public right of way of N. Fairbanks Court, approximately one hundred (100) feet north of the north line of E. Superior Street connecting the power plant of Northwestern University to the Chicago Wesley Memorial Hospital; for a period of five (5) years from and after September 22, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of September 22, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of

the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Procter & Gamble Manufacturing Company.

Be 't Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Procter & Gamble Manufacturing Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use four (4) steel electrical conduits, one (1) railroad scale pit, and one (1) sewer connection, all under the public right of way. The dimensions and locations of said construction are to be as follows:

Railroad Scale Pit The concrete scale pit, seventy-five (75) feet, two (2) inches long, sixteen (16) feet, ten (10) inches wide, and eight (8) feet deep shall be located in N. Magnolia Ave., at a point twenty-five (25) feet north of LeMoyné Street and four hundred fifty-five (455) feet, ten (10) inches south of North Avenue, the west wall of said pit forty-eight (48) feet, six (6) inches from the west line of N. Magnolia Avenue.

Sewer Connection The above pit will be pump drained via a connected four (4) inch diameter cast iron pipe, fifteen (15) feet, six (6) inches long, to the existing street sewer. Said pipe shall be installed sixty-six (66) feet, six (6) inches north of LeMoyné Street, and at a depth of four (4) feet, two (2) inches.

Electrical Conduits Three (3), one and one half (1 1/2) inch steel electrical conduits shall be installed under and across N. Magnolia Avenue, a length of forty-eight (48) feet, six (6) inches, at a depth of two (2) feet, at a point one hundred thirty-seven (137) feet north of LeMoyné Street, commonly known as 1506 N. Magnolia. One and one half (1 1/2) inch steel electrical conduit shall be installed under and across W. North Avenue, a length of ninety (90) feet including all required connections, at the intersection of W. North and N. Magnolia Avenues.

The above described privileged uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$25,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Ninety-five and no/100 Dollars (\$695.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to St. Thomas Episcopal Church.

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

SECTION 1. Permission and authority are hereby given and granted to St. Thomas Episcopal Church, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault; thirty-seven (37) feet, six (6) inches in length, eight (8) feet in width and ten (10) feet in depth, under the surface of the north-south public alley in the block bounded by E. 37th Street, S. Wabash Avenue, E. 38th Street and S. Michigan Avenue, used in connection with the building located at the northeast corner of E. 38th Street and S. Wabash Avenue commonly known as 3800 S. Michigan Avenue, for a period of five (5) years from and after July 22, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of July 22, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—

Grant to The Catholic Bishop of Chicago: Conduits.

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

SECTION 1. Permission and authority are hereby given and granted to The Catholic Bishop of Chicago, a corporation sole, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twelve-inch duct, containing one (1) five-inch electric conduit and two (2) one-inch electric conduits, under and across the north-south sixteen-foot public alley between S. Racine Avenue and S. Elizabeth Street at a point four hundred fifty (450) feet north of the north line of W. 68th Street, used for the purpose of supplying steam between the premises of the grantee located on both sides of said north-south public alley; for a period of five (5) years from and after August 17, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of August 17, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion; at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to the Catholic Bishop of Chicago: Steam Pipe, Etc.

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

SECTION 1. Permission and authority are hereby given and granted to The Catholic Bishop of Chicago, a corporation sole, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a five (5) inch steam pipe and a two (2) inch condensate insulated pipe under and across N. Marshfield Avenue from a point on the east line thereof one hundred ten (110) feet south of the south line of W. Diversey Parkway, thence under and across N. Marshfield Avenue to the parkway on the west side thereof, thence north fifteen (15) feet and west thirteen (13) feet into private property; for a period of five (5) years from and after July 30, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars (\$216.00) per annum, in advance, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1; and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to The Landfield Building, George Landfield, Partner.

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

SECTION 1. Permission and authority are hereby given and granted to The Landfield Building, George S. Landfield, partner, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a metal ventilating duct not exceeding twenty (20) inches by thirty (30) inches in size extending over the sidewalk at the northeast corner of W. Washington Street and N. Dearborn Street attached to the N. Dearborn Street side of the premises known as No. 38 W. Washington Street, said ventilating duct shall be not less than eighteen (18) feet above the sidewalk at said location and shall extend thirty-three (33) feet to the roof of said building; for a period of five (5) years from and after June 15, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of June 15, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The 310 West Polk Building Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to The 310 West Polk Building Corporation, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way for employee parking. The area to be so utilized is the portion of W. Polk Street approximately sixty-eight (68) feet west of the South Branch of the Chicago River and approximately five hundred thirty (530) feet east of the east line of S. Canal Street: an area sixty-seven point five (67.5) feet in width and two hundred ninety-four (294) feet in length, comprising a total area of nineteen thousand eight hundred forty-five (19,845) square feet of public right-of-way to be so occupied. In deference to the long range plans of the City of Chicago to improve Polk Street, including construction of a new bridge, as per the Department of Streets and Sanitation, the above occupation of the public right-of-way shall continue by authority herein granted for but one (1) year from and after April 22, 1982, with renewal of said privilege to be made on a yearly basis dependent upon the immediacy of the improvement plans for the area outlined above.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Five Hundred Seventy-two and no/100 Dollars (\$2,572.00) per annum, in advance, the first payment to be made as of April 22, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$2,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The University of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an existing steam line running a distance of approximately eighty (80) feet southeasterly under and across S. Ellis Avenue, from an existing steam vault located on the west side of S. Ellis

Avenue approximately two hundred forty-four (244) feet south of the south property line of E. 56th Street, to a steam vault approximately six (6) feet by eight (8) feet, to be located under the sidewalk on the east side of S. Ellis Avenue approximately two hundred eighty (280) feet south of the south line of E. 56th Street. A steam line conduit runs north from said steam vault under the sidewalk on the east side of S. Ellis Avenue, a distance of approximately twenty-four (24) feet, thence east four (4) feet onto private property, thence from private property under and across E. 56th Street at a point one hundred ten (110) feet east of the east line of S. Ellis Avenue; for a period of five (5) years from and after August 4, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred and no/100 Dollars (\$700.00) per annum, in advance; the first payment to be made as of August 4, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner

of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The Westin Hotels.

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

SECTION 1. Permission and authority are hereby given and granted to The Westin Hotels, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted sidewalk areas adjacent to its property at 909 North Michigan Avenue. Three (3) subsurface levels located at 150 East Delaware shall be two hundred thirty one (231) feet in length and sixteen (16) feet in width. Three (3) subsurface levels located at 180 East Delaware shall be one hundred fifty (150) feet in length and twenty-two (22) feet in width. Said privileged vaulted areas shall continue to exist by authority herein granted for a period of five (5) years from and after October 16, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Sixteen Thousand Seven Hundred Ninety and no/100 Dollars (\$16,790.00) per annum, in advance, the first payment to be made as of October 16, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$2,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to 209 West Jackson Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to the 209 West Jackson Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use vaulted sidewalk areas adjacent the building commonly known as 209 W. Jackson Blvd. Said vaulted areas are to be described as follows:

Vault No. 1 Under and along the south walk of W. Jackson Blvd. commencing at the west property line of 209 W. Jackson Blvd., and continuing therefrom eastward a length of two hundred (200) feet, at a width of eight (8) feet, and at a depth of six (6) feet, two (2) inches.

Vault No. 2 Under and along the west walk of property line of 209 W. Jackson Blvd., and continuing therefrom southward a length of sixty (60) feet, at a width of eight (8) feet, and at a depth of six (6) feet two (2) inches.

Said privileged uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Four Hundred Sixty-four and no/100 Dollars (\$1,464.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to 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 and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond 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. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

**Amendment of Ordinance for Grant of Privilege in Public Way
for Erie St. Clair Venture III General Partnership.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, October 1, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass*, the proposed Amending Ordinance transmitted herewith (referred on September 15, 1982) granting permission to Erie St. Clair Venture III, General Partnership, passed by the City Council April 21, 1982, (C.J. p. 10358) to maintain and use an existing canopy over the public right of way attached to the building located at 676 N. St. Clair Street; be and the same is hereby amended by striking out of Section 1 the following language:

"Erie St. Clair Venture III, General Partnership"

and inserting in lieu thereof

"Erie St. Clair Venture (A Joint Venture)
(42nd Ward)"

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 ordinance passed by the City Council on April 21, 1982, appearing on page

10358 of the Journal of the Proceedings of the City Council of said date, granting permission to Erie St. Clair Venture III, General Partnership, to maintain and use an existing canopy over the public right of way attached to the building located at 676 N. St. Clair Street; be and the same is hereby amended by striking out of Section 1 the following language:

"Erie St. Clair Venture III, General Partnership"

and inserting in lieu thereof

"Erie St. Clair Venture (A Joint Venture)."

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

Part of East-West Public Alley Vacated and Part of North-South Public
Alley Dedicated in Block Bounded by W. McLean, W. Armitage,
N. Hamlin and N. Lawndale Aves.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 30, 1982, C.J. p. 11322).

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16 foot public alley lying south of the south line of Lots 61 to 70, both inclusive; lying north of the north line of Lots 75 to 84, both inclusive; lying east of a line drawn from the southwest corner of said Lot 70 to the northwest corner of said Lot 75; and lying west of the west line of the east 20 feet of said Lot 61 extended south of the north line of said Lot 84 all in Block 7 in

Jackson's Subdivision of Blocks 7 and 8 of Hambleton's Subdivision of the E. ½ of the N.W. ¼ of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 234 feet of the west 284 feet of the east-west 16-foot public alley in the block bounded by W. McLean Avenue, W. Armitage Avenue, N. Hamlin Avenue and N. Lawndale Avenue as colored in red and indicated by the words "TO BE VACATED" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. American Property Investors VI, a Colorado Ltd. Partnership, shall dedicate or cause to be dedicated to the public and open up for public use and an alley the following described property:

The east 16 feet of Lot 61 in Block 7 in Jackson's Subdivision of Block 7 and 8 of Hambleton's Subdivision of the E. ½ of the N.W. ¼ of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, American Property Investors VI, a Colorado Ltd. Partnership shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Eight Thousand Seven Hundred and no/100 Dollars (\$8,700.00), 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 all costs of constructing paving and curbs in and to the 16-foot public alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, American Property Investors VI, a Colorado Ltd. Partnership shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

Part of Columbia Drive (Jackson Park) Vacated and Closed.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on July 30, 1981, C.J.P. p. 6801).

On motion of Alderman Barnett said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the existing right of way known as Columbia Drive (Jackson Park) and lying between the easterly right of way line of Cornell Drive and the westerly right of way line of Music Court Drive as shown in red and indicated by the words "HEREBY VACATED" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

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

**Part of North-South Public Alley Vacated in Block Bounded
by E. 127th St., E. 128th St., S. Torrence Av. and
S. Saginaw Av..**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on April 21, 1982, C.J.P. p. 10417).

On motion of Alderman Barnett said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

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 nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 15-foot public alley lying east of the east line of Lots 22, 23 and 24 in Block 5 in

Mary W. Ingram's Subdivision of the N. W. ¼ of the S. W. ¼ of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian;

lying west of the west line of Lot 5 in

First Addition to Ray Quinn and Co's Ford Center being a Resubdivision of Blocks 1, 7, and Lots 1, 2, and 3 in Block 5 (except portions of alleys heretofore dedicated) in Mary W. Ingram's Subdivision aforementioned;

lying south of a line drawn from the northeast corner of Lot 24 in Block 5 in Mary W. Ingram's Subdivision aforementioned to the northwest corner of Lot 5 in First Addition to Ray Quinn and Co's Ford Center aforementioned; and lying north of the south line of Lot 5 in First Addition to Ray Quinn and Co's Ford Center aforementioned, extended west to the east line of Lot 22 in Block 5 in Mary W. Ingram's Subdivision aforementioned; said part of public alley herein vacated being further described as the north 110 feet of the north-south 15-foot public alley in the block bounded by E. 127th Street, E. 128th Street, S. Torrence Avenue and S. Saginaw 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 vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Carl J. and Emily A. Gauthier and the Chicago and Western Indiana Railroad Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley

hereby vacated, the sum of Three Thousand Fifty and no/100 Dollars (\$3,050.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in E. 127th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Carl J. and Emily A. Gauthier and the Chicago and Western Indiana Railroad 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.

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

**Portions of W. Goethe St., W. Sullivan St. and
N. Hudson Ave. Closed to Vehicular Traffic.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance (which was referred to the committee on September 15, 1982):

WHEREAS, The Department of Housing's Plan for the Evergreen-Sedgwick Urban Renewal Area provides for the closing-to-through vehicular traffic portions of W. Goethe St., W. Sullivan St., and N. Hudson Ave.; and

WHEREAS, These above-referred to street right-of-ways to be closed will be developed for off-street parking, necessary driveways, and landscaped areas; provided however, that no buildings or other structures shall be erected in said right-of-ways; now, therefore,

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

SECTION 1. That all that part of West Sullivan Street from the intersection at North Cleveland Avenue and extending eastward to the west right-of-way line of North Hudson Avenue, also

all that part of W. Goethe St. starting at a point 12.64 feet northeasterly from the intersection of North Cleveland Ave., and W. Goethe St., and extending to the east right-of-way line of North Hudson Ave., also

all that part of N. Hudson Ave. starting at the intersection of said street and W. Goethe St., and extending northward to the north right-of-way line of West Sullivan St., as these are cross-hatched and indicated by the words

"To Be Closed To Vehicular Traffic" on the drawing attached hereto, which drawing for greater certainty is hereby made a part of this Ordinance, be and the same is hereby closed-to-through-vehicular traffic, except for Police, Fire and other emergency vehicles.

SECTION 2. The City reserves all rights to these right-of-ways herein closed as a right-of-way for existing water and sewer mains and appurtenances thereto and for the installation of any additional water or sewer mains or other municipally owned service facilities now located in these right-of-ways herein closed, and for the maintenance, renewal and construction 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 ways herein reserved or other use made of said areas, which in the judgement of the municipal officials, having control of the aforesaid service facilities, would interfere with the construction of additional municipally owned service facilities.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Ordinances Passed for Street and Alley Improvements by Special Assessment.

The Committee on Local Industries, Streets and Alleys, to which had been referred (on July 15 and September 15, 1982) sixteen proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Barnett *each* of the said sixteen proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following are descriptive summaries of the said sixteen improvement ordinances as passed:

Alley between E. 82nd St., E. 83rd St., S. Kimbark Av. and S. Avalon Av., Etc.--Sewer, Etc. and Grading Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete and for grading, paving and otherwise improving the roadway of the alley between E. 82nd Street, E. 83rd Street, S. Kimbark Avenue and S. Avalon Avenue; also that part of the roadway from a line parallel with and nineteen feet north of the south line of E. 82nd Street to the south line of E. 82nd Street.

Alleys between E. 106th St., E. 107th St., S. King Dr. and S. Calumet Av., Etc.--Sewer, Etc. and Grading Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete and for grading, paving and otherwise improving the roadways of the alley between E. 106th Street, E. 107th Street, S. King Drive and S. Calumet Avenue; also that part of the east-west roadway from a line parallel with and twenty-six feet east of the west line of S. King Drive to the west line of S. King Drive.

*Alley between E. 91st St., E. 92nd St., S. Phillips Av.
and S. Yates Av., Etc.--Sewer, Etc. and Grading
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete and for grading, paving and otherwise improving the roadways of the alley between E. 91st Street, E. 92nd Street, S. Phillips Avenue and S. Yates Avenue; also that part of the roadway from a line parallel with and sixteen feet north of the south line of E. 91st Street to the south line of E. 91st Street; also that part of the roadway from a line parallel with and thirteen feet south of the north line of E. 92nd Street to the north line of E. 92nd Street.

*Alleys between W. 61st St., W. 61st Pl., S. Kedzie Av.
and S. Spaulding Av., Etc.--Sewer, Etc. and Grading
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 61st Street, W. 61st Place, S. Kedzie Avenue and S. Spaulding Avenue; also that part of the roadway from a line parallel with and nineteen feet south of the north line of W. 61st Place to the north line of W. 61st Place; also that part of the roadway from a line parallel with and eighteen feet west of the east line of S. Spaulding Avenue to the east line of S. Spaulding Avenue.

*Alley between W. 75th St., W. 76th St., S. Wood St. and
S. Honore St.--Sewer, Etc. and Grading
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 75th, W. 76th, S. Wood and S. Honore Streets.

*Alleys between W. 78th, W. 79th and S. Honore Sts. and
S. Wolcott Av.--Sewer, Etc. and Grading
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 78th Street, W. 79th Street, S. Honore Street and S. Wolcott Avenue.

*Alley between W. 96th, W. 97th, S. Green and S. Peoria Sts.--
Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alley between W. 96th, W. 97th, S. Green and S. Peoria Streets.

*Alley between W. 100th St., W. 101st St., S. Wallace St. and
S. Lowe Av.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasin complete and for grading, paving and otherwise improving the roadway of the alley between W. 100th Street, W. 101st Street, S. Wallace Street and S. Lowe Avenue.

*Alley between W. 101st, W. 102nd, S. Sangamon and S. Morgan Sts.--
Sewers, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 101st, W. 102nd, S. Sangamon and S. Morgan Streets.

*Alleys between W. 46th St., W. 47th St., S. Knox Av. and
S. Kilpatrick Av.--Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 46th Street, W. 47th Street, S. Knox Avenue and S. Kilpatrick Avenue.

*Alley between W. 49th St., W. 50th St., S. Keating Av. and
S. Cicero Av., Etc.--Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 49th Street, W. 50th Street, S. Keating Avenue and S. Cicero Avenue; also that part of the north-south roadway from a line parallel with and eighteen feet north of the south line of W. 49th Street; also that part of the north-south roadway from a line parallel with and eighteen feet south of the north line of W. 50th Street to the north line of W. 50th Street.

*Alley between W. Edmaire St., W. 115th St., S. Watkins Av. and
S. Vincennes Av., Etc.--Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. Edmaire Street, W. 115th Street, S. Watkins Avenue and S. Vincennes Avenue; also that part of the roadway from a line parallel with and eighteen feet northeasterly of the southeasterly line of W. Edmaire Street to the southeasterly line of W. Edmaire Street; also that part of the roadway from a line parallel with and twelve feet south of the north line of W. 115th Street to the north line of W. 115th Street.

*Alley between W. Rascher, W. Balmoral, N. Oriole and N. Overhill
Aves.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. Rascher Avenue, W. Balmoral Avenue, N. Oriole Avenue and N. Overhill Avenue.

*Alleys between W. Chase, W. Touhy, N. Osceola and N. Olcott
Aves., Etc.--Grading and Paving.*

An ordinance for grading and paving the roadways of the alleys between W. Chase, W. Touhy, N. Osceola and N. Olcott Avenues; also that part of the north-south alley from a line parallel with and nineteen feet north of the south line of W. Chase Avenue to the south line of W. Chase Avenue; also that part of the east-west alley from a line parallel with and seventeen feet east of the west line of N. Osceola Avenue to the west line of N. Osceola Avenue; also that part of the east-west alley

from a line parallel with and eighteen feet west of the east line of N. Olcott Avenue to the east line N. Olcott Avenue.

**Ordinances Repealed for Grading, Paving and Improving
of Certain Alleys.**

The Committee on Local Industries, Streets and Alleys submitted two proposed ordinances (under separate committee reports) transmitted by the Board of Local Improvements for *repeal* of ordinances previously passed for grading, paving and otherwise improving of certain alleys (which were referred to the committee on July 15, 1982).

On separate motions made by Alderman Barnett *each* of the two proposed *repealing* ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following are descriptive summaries of the said *repealing* ordinances as passed:

*Repeal of Ordinance for Grading, Paving and Improving of
North-South Alley in Block Bounded by W. 43rd St.,
W. 44th St., S. Knox Av. and S. Kilpatrick Av.*

An ordinance to *repeal* the ordinance passed by the City Council on July 20, 1981 as is noted on page 6661 of the Journal of the Proceedings of said date for grading, paving and otherwise improving the roadway of the north-south alley in the block bounded by W. 43rd Street, W. 44th Street, S. Knox Avenue and S. Kilpatrick Avenue.

*Repeal of Ordinance for Grading, Paving and Improving of
Alley between E. 104th St., E. 105th St., S. Forest Av.
and S. Prairie Av.*

An ordinance to *repeal* the ordinance passed by the City Council on January 14, 1982, as is noted on page 9183 of the Journal of the Proceedings of said date for grading, paving and otherwise improving the roadway of the alley between E. 104th Street, E. 105th Street, S. Forest Avenue and S. Prairie Avenue.

**Action Deferred--ON PROPOSED ORDINANCE FOR AMENDMENT OF
CHAPTER 34 OF MUNICIPAL CODE REQUIRING ALDERMANIC
APPROVAL PRIOR TO ISSUANCE OF
NEWSPAPER STAND PERMITS.**

The Committee on Local Industries, Streets and Alleys submitted the following report, which was, on motion of Alderman Barnett and Alderman Frost, *Deferred* and ordered published:

CHICAGO, October 1, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 15, 1982) be it hereby ordained by the City Council of the City of Chicago:

Section 1. That Chapter 34 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as 34-10.1 and to read as follows:

34-10.1. Prior to issuing a permit for a newspaper stand, the Commissioner of Streets and Sanitation shall give fourteen days written notice of the proposed issuance to the alderman of the ward in which the proposed newspaper stand is to be located, and no such permit shall be issued without the expressed written approval of said alderman.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. That Chapter 34 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as 34-10.1 and to read as follows:

34-10.1. Prior to issuing a permit for a newspaper stand, the Commissioner of Streets and Sanitation shall give fourteen days written notice of the proposed issuance to the alderman of the ward in which the proposed newspaper stand is to be located, and no such permit shall be issued without the expressed written approval of said alderman.

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

COMMITTEE ON LOCAL TRANSPORTATION.

Establishment of Bus Stand on Portion of E. Illinois St.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on September 15, 1982, C.J.P. p. 12436):

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated (except on Saturdays, Sundays and Holidays):

<i>Public Way</i>	<i>Area</i>
E. Illinois St.	From the west property line of N. Seneca St., to a point 125 feet east 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 the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Establishment of Taxicab Stand No. 478 Amended.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on September 15, 1982, C.J.P. p. 12437):

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

SECTION 1. That the ordinance passed by the City Council November 14, 1973, Page 6588 of the Journal of the Proceedings establishing the following Taxicab Stand:

Stand No. 478

On St. Clair Street, along the west curb, from a point 20 feet north of the north building line of E. Huron Street to a point 60 feet north thereof, 3 vehicles.

be and the same is hereby amended by striking out therefrom the following language:

On St. Clair Street, along the west curb, from a point 20 feet north of the north building line of E. Huron Street to a point 60 feet north thereof, 3 vehicles.

and inserting in lieu thereof the following:

On E. Huron Street along the north curb, from a point 66 feet east of the east building line of St. Clair Street to a point 75 feet east thereof, 3 vehicles.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Ordinances Repealed for Establishment of Specified
Taxicab Stands.**

The Committee on Local Transportation submitted three proposed ordinances, (under separate committee reports) for *repeal* of ordinances previously passed for establishment of specified taxicab stands (which were referred to the committee on September 15, 1982).

On separate motions made by Alderman Marzullo *each* of the three proposed *repealing* ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following are said *repealing* ordinances as passed (the *Italic* heading in each case not being a part of the ordinance):

*Repeal of Ordinance for Establishment of Taxicab
Stand No. 472.*

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

SECTION 1. That an ordinance passed by the City Council on October 3, 1973, page 6330 of the Journal of the Proceedings, establishing the following Taxicab Stand:

Stand No. 472

On East 13th Street, along the south curb, from a point 37 feet west of the west building line of S. Michigan Avenue to a point 120 feet west thereof, 6 vehicles.

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

*Repeal of Ordinance for Establishment of Taxicab
Stand No. 377.*

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

SECTION 1. That an ordinance passed by the City Council on December 30th, 1968, page 4824 of the Journal of the Proceedings establishing the following Taxicab Stand:

Stand No. 377	On S. Wacker Drive, along the west curb, from a point 35 feet north of the north building line of W. Jackson Blvd., to a point 40 feet north thereof, 2 vehicles.
---------------	---

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

*Repeal of Ordinance for Establishment of Taxicab
Stand No. 236.*

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

SECTION 1. That an ordinance passed by the City Council on June 13, 1959, page 279-81 of the Journal of the Proceedings, establishing the following Taxicab Stand:

Stand No. 236	On St. Clair Street, along the west curb, from a point 30 feet north of the north building line of E. Ohio Street, extending 55 feet north thereof, 3 vehicles.
---------------	---

be and the same is hereby repealed, and said taxicab stand is hereby abolished.

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

**Improvement of Exit Facilities of C.T.A. Rapid Transit Station
at E. 61st St. and S. King Drive.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 15, 1982):

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

SECTION 1. Permission and authority are hereby given and granted to the Chicago Transit Authority, a municipal corporation created by the laws of the State of Illinois, upon the terms and subject to the conditions of this Ordinance, to improve the exit facilities of the 61st Street Station of the North/South Route of the elevated railroad by constructing stairway as follows:

On the South Side of 61st Street: To construct a new stairway West of the Southbound platform four (4') feet in width and thirty-seven (37') feet in length West of alley West of said platform.

Said stairway shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall hold and save the City of Chicago harmless from any and all liability for any loss, cost, damage or expense on account of the installation, alteration, repair, relocation, maintenance or use of said stairway.

SECTION 3. The permission and authority granted by this Ordinance shall continue in force and effect for the same term and coextensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance passed by the City Council of the City of Chicago on April 23, 1945.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Consent and Permission Granted to Chicago Transit Authority
to Install, Maintain and Operate Motorbus Routes
on Specified Streets.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on September 15, 1982):

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

SECTION 1. That consent and permission of the City of Chicago are hereby given to Chicago Transit Authority, a municipal corporation, created by the laws of the State of Illinois, to install, maintain and operate a motorbus route on

E. Illinois St., between N. Seneca St. and N. Columbus Dr.
N. Columbus Dr., between E. Illinois St. and E. Grand Ave.

as part of a Chicago Transit Authority bus route, authorized by the ordinance granted to Chicago Transit Authority, passed by the City Council of the City of Chicago, on April 23, 1945, as amended.

SECTION 2. The consent and permission granted by this ordinance shall continue in force and effect for the same term and co-extensive with the term specified in Section 2, Paragraph B, of the Chicago Transit Authority ordinance, passed by the City Council of the City of Chicago on April 23, 1945, as amended.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Chicago Transit Authority Memorialized to Relocate Bus
Stop at E. 131st St. and S. St. Lawrence Av.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed order transmitted therewith, (which was referred to the committee on September 15, 1982):

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to relocate a C.T.A. Bus Stop from the southwest corner to the southeast corner of E. 131st Street and S. St. Lawrence Avenue.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Re-Referred to Committee on Local Transportation--
**PROPOSED ORDINANCE FOR ESTABLISHMENT OF TAXICAB
STAND NO. 525 ON PORTION OF E.
LAKE SHORE DR.**

The Committee on Local Transportation submitted a report recommending that the City Council pass a proposed ordinance for the establishment of Taxicab Stand No. 525 on E. Lake Shore Drive, along the south curb, from a point 331 feet east of the east building line of N. Michigan Avenue to a point 53 feet east thereof--2 vehicles.

Alderman Barnett moved to *Re-refer* the said proposed ordinance.

The motion *Prevailed*.

COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS.

Request for Status Report Under Rule 41.

CHICAGO, October 6, 1982.

To the Mayor and Members of the City Council:

Pursuant to a request of the Alderman of the Fifth Ward under Rule 41 of the Rules of Order of the City Council in the City of Chicago, regarding the proposed Ordinance introduced by Alderman Bloom on March 2, 1982 concerning amendments to the Personnel Code, I wish to inform the Alderman that the matter is now under study. Upon completion of the study, a hearing will be held on the proposed Ordinance.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which was Referred to the Committee on Traffic Control and Safety, as follows:

<i>Alderman</i>	<i>Location</i>
Nardulli (26th Ward)	N. Maplewood Avenue, alongside No. 2522 W. Chicago Avenue -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;

Hagopian (30th Ward)	W. Division Street, at No. 4040 --3:00 P.M. to 6:00 P.M. -- Monday through Saturday;
Laurino (39th Ward)	N. Kedzie Avenue (east side) at No. 5400 -- 6:00 A.M. to 7:00 P.M. --Monday through Saturday;
Schulter (47th Ward)	N. Ashland Avenue (west side) at Nos. 3826 to 3830 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

Referred--PROPOSED ORDINANCE TO CHANGE AREA OF LOADING ZONE ON PORTION OF S. SEELEY AV.

Alderman Kellam (18th Ward) presented a proposed ordinance to establish a loading zone on S. Seeley Avenue from a point 30 feet north of W. 79th Street to a point 25 feet north thereof from 7:00 A.M. to 6:00 P.M. on Monday through Saturday (instead of from a point 30 feet north of W. 79th Street to a point 90 feet north thereof--except Sundays and holidays); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Street, Distance and Direction</i>
Sawyer (6th Ward)	East-west alley between S. King Drive and S. Calumet Avenue--westerly;
Vrdolyak (10th Ward)	S. Manistee Avenue from E. 95th Street to E. 99th Street--southerly;
	S. Marquette Avenue from E. 99th Street to E. 95th Street--northerly;
	S. Muskegon Avenue from E. 99th Street to E. 95th Street--northerly;
	E. 96th Street from S. Baltimore Avenue to S. Marquette Avenue--westerly;
	E. 97th Street from S. Marquette Avenue to S. Baltimore Avenue--easterly;
	E. 98th Street from S. Baltimore Avenue to S. Marquette Avenue--westerly;

Lipinski (23rd Ward)	First alley south of W. 55th Street between S. Mulligan and S. Mobile Avenues--easterly;
Mell (33rd Ward)	W. Dickens Avenue between N. California Avenue and N. Humboldt Boulevard (East Service Drive)--westerly;
	W. McLean Avenue between N. Humboldt Boulevard (East Service Drive) and N. California Avenue--easterly;
Damato (37th Ward)	W. Cortez Street between N. Central and N. Long Avenues--easterly;
Cullerton (38th Ward)	N. Meade Avenue from W. Irving Park Road to W. Addison Street --southerly;
Rittenberg (40th Ward)	N. Sacramento Avenue between W. Montrose and W. Belle Plaine Avenues -- southerly.

Referred--PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION
ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE
DIRECTION ON PORTION OF S. FRONT AV.

Alderman Shaw (9th Ward) presented a proposed ordinance to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on S. Front Street between E. 115th Street to E. 117th Street; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO EXTEND PARKING
METER AREA 506-JEF.

Alderman Clewis (45th Ward) presented a proposed ordinance to extend Parking Meter Area 506-JEF to include W. Ainslie Street (both sides) between N. Lipps and N. Avondale Avenues, and on N. Lipps Avenue (west side) between W. Ainslie Street and the C.T.A. -- Jefferson Park Terminal; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO PROHIBIT AT
ALL TIMES PARKING OF VEHICLES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	S. Peoria Street, at No. 1827 (except for handicapped);

Shaw (9th Ward) S. Cottage Grove Avenue (both sides) from E. 111th Street to E. 114th Street (Trailer Trucks Only);
W. Vermont Avenue, at No. 817 (except for handicapped);

Majerczyk (12th Ward) W. 39th Street from S. Damen Avenue to S. Wood Street;
W. 46th Street (north side) at No. 2416 (except for handicapped);

Madrzyk (13th Ward) S. Menard Avenue (west side) from W. 63rd Place to the first alley north thereof;
W. 77th Place, at No. 3720 (except for handicapped);

Burke (14th Ward) S. Justine Street, at No. 5210 (except for handicapped);
S. Marshfield Avenue (east side) at No. 5233 (except for handicapped);

Barden (16th Ward) S. Harvard Avenue (west side) from W. 63rd Street to a point 300 feet south thereof;
S. Stewart Avenue (east side) from a point 150 feet north of W. 64th Street to a point 45 feet north thereof;
S. Yale Avenue (west side) from W. 63rd Street to W. 64th Street;
W. 64th Street (south side) from S. Yale Avenue to S. Harvard Avenue;

Kellam (18th Ward) S. Paulina Street, at No. 8056 (except for handicapped);

Kelley (20th Ward) S. Maryland Avenue (east side) at No. 6623 (except for handicapped);

Sherman (21st Ward) S. Bishop Street, at No. 9224 (except for handicapped);

Stemberk (22nd Ward) S. Trumbull Avenue, at No. 2353 (except for handicapped);

Lipinski (23rd Ward) W. 51st Street (both sides) from S. Knox Avenue to the railroad tracks east thereof;
S. Lockwood Avenue (west side) from Archer Avenue to the first alley north thereof;

Marzullo (25th Ward)	W. Grenshaw Street (south side) at No. 2337 (except for handicapped);
	W. 21st Place, at No. 1952 (except for handicapped);
Ray (27th Ward)	S. Green Street (both sides) from W. Madison Street to W. Monroe Street (tow-away zone);
	S. Peoria Street (both sides) from W. Madison Street to W. Monroe Street (tow-away zone);
	W. Warren Avenue (both sides) from the Dan Ryan Expressway east to N. Desplaines Street and west to N. Halsted Street (tow-away zone);
Hagopian (30th Ward)	W. Wrightwood Avenue, at No. 4900 (except for handicapped);
Damato (37th Ward)	N. Monitor Avenue, at No. 2123 (except for handicapped);
	W. Schubert Avenue, at No. 5230 (except for handicapped);
Cullerton (38th Ward)	W. Henderson Street, at No. 5353 (except for handicapped);
Laurino (39th Ward)	N. Kimball Avenue, at No. 5459 (except for handicapped);
Pucinski (41st Ward)	W. Howard Street, at No. 7249 (except for handicapped);
Axelrod (46th Ward)	W. Montrose Avenue (south side) from a point 66 feet west of N. Hazel Street to a point 25 feet west of the driveway; and 224 feet west of the driveway to a point 38 feet west thereof;
Schulter (47th Ward)	N. Hoyne Avenue (west side) at No. 3454 (except for handicapped);
Stone (50th Ward)	N. Clark Street (east side) between W. Schreiber and W. Arthur Avenues;
	The 6900 block of N. Seeley Avenue (both sides) from W. Farwell Avenue to W. Morse Avenue.

Referred--PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION
AGAINST PARKING OF VEHICLES DURING
SPECIFIED HOURS ON PORTION
OF N. MILWAUKEE AV.

Alderman Clewis (45th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on the east side of N. Milwaukee Avenue from W. Higgins Avenue to W. Gale Street; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES AND ORDER TO ESTABLISH
"RESIDENT PERMIT PARKING" ZONES FOR VEHICLES
AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances and order to establish "resident permit parking" zones for vehicles at all times at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Huels (11th Ward)	S. Paulina Street (both sides) between W. 36th and W. 37th Streets;
Sheahan (19th Ward)	S. Winchester Avenue (west side) between W. 94th and W. 95th Streets;
Cullerton (38th Ward)	The 5900 block of W. Cornelia Avenue between N. Marmora and N. Austin Avenues;
Clewis (45th Ward)	N. Natchez Avenue (both sides) from the first alley north of W. Gunnison Street (City limits) to W. Strong Street -- Monday through Friday from 5:00 P.M. to 10:00 P.M. --Saturday and Sunday from 9:00 A.M. to 6:00 P.M.

Referred--PROPOSED ORDINANCE TO EXPAND RESIDENTIAL
PERMIT PARKING ZONE NO. 5.

Alderman Roti (1st Ward) presented a proposed ordinance to expand Residential Permit Parking Zone No. 5 to include both sides of S. Ada Street between W. Cabrini and W. Taylor Streets; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO AMEND RESIDENTIAL PARKING
DISTRICT HOURS ON PORTION OF S. NORDICA AV.

Alderman Lipinski (23rd Ward) presented a proposed ordinance to amend Residential Parking Zone No. 11 on S. Nordica Avenue (both sides) between the first alley south of W. Archer Avenue and W. 57th Street from 8:00 A.M. to 10:00 A.M. on Monday through Friday (instead of from 8:00 A.M. to 6:00 P.M.); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER FOR INSTALLATION OF
AUTOMATIC TRAFFIC-CONTROL SIGNAL.

Alderman Lipinski (23rd Ward) presented a proposed order for the installation of an automatic traffic-control signal at the intersection of W. Archer and S. Newland Avenues; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF
TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Sawyer (6th Ward)	E. 80th Street and S. Calumet Avenue -- "3-Way Stop";
Vrdolyak (10th Ward)	E. 90th Street and S. Bennett Avenue -- "4- Way Stop";
	E. 97th Street and S. Avenue M -- "4-Way Stop";
Huels (11th Ward)	S. Throop and W. 29th Streets -- "2-Way Stop";
	W. 29th and S. Poplar Streets -- "2-Way Stop";
Madrzyk (13th Ward)	S. Kilbourn Avenue and W. 61st Street -- "Stop";
	S. Menard Avenue and W. 63rd Place -- "Stop";
	S. Menard Avenue and W. 64th Place -- "Stop";
	S. St. Louis Avenue and W. 56th Street -- "Stop";
	S. Springfield Avenue and W. 78th Street -- "Stop";
	S. Karlov Avenue and W. 64th Street -- "Stop";
	S. Major Avenue and W. 64th Street -- "Stop";
Barden (16th Ward)	W. 64th and S. Throop Streets --"Stop";
Sheahan (19th Ward)	S. Hoyne Avenue and W. 102nd Street -- "Children Crossing";
	W. 98th and S. Leavitt Streets --"Stop";
	W. 109th Street and S. Campbell Avenue -- "4-Way Stop";

Stemberk (22nd Ward)

S. Troy and W. 23rd Streets -- "3-Way Stop";

S. Troy and W. 24th Streets -- "3-Way Stop";

Area bounded by W. 22nd, W. 25th Streets,
S. Kedzie and S. Albany Avenues -- "Slow-
Children Crossing";

Lipinski (23rd Ward)

W. 49th Street and S. LaCrosse Avenue -
- "3-Way Stop";

W. 52nd Street and S. Kostner Avenue --
"4-Way Stop";

W. 52nd Street and S. Lockwood Avenue
-- "Stop";

W. 53rd Street and S. Millard Avenue -- "Stop";

W. 54th Street and S. Kostner Avenue --
"4-Way Stop";

W. 56th Place and S. Springfield Avenue -
- "Stop";

W. 57th Street and S. Oak Park Avenue -
- "4-Way Stop";

W. 63rd Street and S. Oak Park Avenue -
- "No Turn on Red" - 7 A.M. to 7 P.M.;

Marzullo (25th Ward)

S. Francisco Avenue and W. Arthington Street
-- "4-Way Stop";

Carothers (28th Ward)

W. Adams Street and S. Kilbourn Avenue
-- "Stop";

W. Wilcox Street and S. Kilbourn Avenue
-- "Stop";

Hagopian (30th Ward)

N. Karlov Avenue and W. Nelson Street -
- "Stop";

W. Newport and N. Karlov Avenues -- "Stop";

W. Palmer Street and N. Lamon Avenue -
- "Stop";

W. School Street and N. Karlov Avenue -
- "Stop";

N. Tripp Avenue and W. Nelson Street --
"Stop";

Frost (34th Ward)

W. 110th Street and S. Emerald Avenue -
- "2-Way Stop";

Farina (36th Ward)

W. Altgeld Street and N. Marmora Avenue
-- "Stop";

N. Plainfield and W. Cornelia Avenues --
"Stop";

	N. Pontiac and W. Cornelia Avenues -- "Stop";
Cullerton (38th Ward)	W. Belle Plaine and N. Marmora Avenues -- "Stop";
	N. Mobile and W. Berteau Avenues -- "4-Way Stop";
Laurino (39th Ward)	W. Ainslie Street and N. Tripp Avenue -- "Stop";
	N. Nokomis and N. Caldwell Avenues -- "No Right Turn" - 4:00 P.M. to 6:00 P.M. - Monday thru Friday;
	W. Rogers and N. Kostner Avenues -- "Stop";
	W. Rosemont and N. Lawndale Avenues - "Stop";
	N. St. Louis and W. Thorndale Avenues - "Stop";
Rittenberg (40th Ward)	North-South "T" alley bounded by W. Gunnison Street, N. Lincoln Avenue, N. Rockwell and W. Ainslie Streets -- "Stop";
Pucinski (41st Ward)	W. Argyle Street and N. Delphia Avenue - "Stop";
	N. McAlpin and N. Medford Avenues -- "4-Way Stop";
Natarus (42nd Ward)	N. Clark and W. Walton Streets -- "Stop";
Clewis (45th Ward)	W. Foster and N. Laramie Avenues -- "No Turn on Red" -- 7 A.M. to 7 P.M.;
	N. Lamon Avenue and W. Ainslie Street - "Stop";
	W. Strong Street and N. Natchez Avenue -- "Stop";
Schulter (47th Ward)	W. Byron and N. Claremont Avenues -- "Stop";
Volini (48th Ward)	W. Bryn Mawr and N. Wayne Avenues -- "Stop";
Stone (50th Ward)	N. Troy Street and W. Arthur Avenue -- "Stop."

Referred--PROPOSED ORDINANCES TO FIX WEIGHT LIMIT
OF FIVE TONS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Humes (8th Ward)	E. 79th Street at S. Bennett Avenue (Trucks Only);
Huels (11th Ward)	S. Wells Street between W. Root and W. 43rd Streets.

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance*, as follows:

<i>Alderman</i>	<i>Claimant</i>
Bloom (5th Ward)	Florencia Arnold
Lipinski (23rd Ward)	Marion Gilbert
Nardulli (26th Ward)	Polish Army Veterans Association, Smalley
Gabinski (32nd Ward)	Stanley and Dorothy Kosowski
Damato (37th Ward)	Killian Valaria
Volini (48th Ward)	Lois A. Hopkins

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES
IN PUBLIC WAYS.

Eight proposed ordinances for grants of privileges in public ways, which were, *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

American National Bank and Trust Company, as Trustee U/T No. 11824--to maintain and use as constructed a concrete bumper located in the north-south public alley in the rear of No. 200 S. Michigan Avenue;

David Berg and Company--to maintain and use as now constructed a two-story concrete and steel covered pedestrian bridge or passageway over and across the east-west public alley, commonly known as South Water Market, between W. 14th Place and W. 15th Street, near S. Aberdeen Street, connecting the second and third floors in the rear of the premises at Nos. 159-167 South Water Market with the rear of the premises at No. 64 South Water Market;

Investment Properties Associates--to maintain and use as now constructed vaulted space beneath the south portion of S. Calhoun Place approximately 157 feet north of the intersection of State and Madison Streets, known as No. 18 N. State Street;

Louise Berg Hospital--to maintain and use as now constructed a three-story covered bridge or passageway over and across the east-west public alley between W. Cermak Road and W. 22nd Place, connecting the second, third and fourth floors of No. 255 W. Cermak Road with the corresponding floors of No. 268 W. 22nd Place, etc.;

Marshall Field and Company--to maintain and use as now constructed two ornamental clocks attached respectively to the building at the northeast corner of N. State and E. Washington Streets to the building at the southeast corner of N. State Street and E. Randolph Streets;

Premium Plastics, Inc.--to maintain and use as now constructed two railroad switch tracks in S. Grove Street in the approximate area of W. Cermak Road;

Ryan Group Premises Corporation--to maintain and use as now constructed an elevated sidewalk for pedestrian use on W. Haddock Place between N. Dearborn Street and N. Garvey Court, etc.

Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.

Also seven proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Chanteuse Inc., d/b/a The Wentworth--to construct, maintain and use a canopy at No. 2600 S. Wentworth Avenue;

Chart House, Inc.--to maintain and use an existing canopy at No. 11 N. Wabash Avenue;

The Conrad Hilton Hotel (Hilton Hotels Corporation)--to maintain and use three existing canopies at No. 720 S. Michigan Avenue;

Exchange National Bank of Chicago--to maintain and use existing canopy at No. 130 S. LaSalle Street;

Michigan Avenue National Bank of Chicago--to maintain and use an existing canopy at No. 30 N. Michigan Avenue;

O-G Company, Ltd., d/b/a/ Won Kow Restaurant--to maintain and use an existing canopy at Nos. 2233-2239 S. Wentworth Avenue;

Sears Roebuck and Company--to maintain and use an existing canopy at No. 250 S. Franklin Street.

Presented by

ALDERMAN BARNETT (2nd Ward):

Congratulations and Best Wishes Extended to Nine Chicago Police Department Officers on Occasion of Their Retirement from 2nd District.

A proposed resolution reading as follows:

WHEREAS, Nine of our great City's finest citizens are being honored at a retirement party in homage to the outstanding dedication these police officers exhibited during their many years of public service; and

WHEREAS, These nine men represent the finest achievements in public service; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 6th day of October, 1982, do hereby add our congratulations to the nine police officers who so diligently served the 2nd Police District of our great City:

Robert L. Bowman (No. 8811)
Charles M. Bright (No. 4407)
Glover C. Chapman (No. 3994)
John A. Faulkner (No. 8508)
Issac Jackson (No. 11436)

William Lightfoot (No. 5272)
Albert Lucas (No. 3060)
Luther Morton (No. 11773)
Martin J. White (No. 3433)

and that we extend to these outstanding citizens our best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to each of the nine officers above.

Alderman Barnett 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 Barnett, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN KENNER (3rd Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to South Central Arms Hotel Corp. to maintain and use an existing canopy attached to the building or structure located at No. 520 E. 47th Street.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN EVANS (4th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Three proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Barclay Condominium Home Owners Association, No. 4940 S. East End Avenue;
 The University of Chicago, No. 5101 S. Blackstone Avenue;
 B. Zissman, Nos. 938-954 E. 43rd Street.

Referred--PROPOSED ORDER FOR PERMIT TO OPERATE VEGETABLE
 STAND ON PORTION OF W. 51st ST.

Also a proposed order for issuance of a permit to the Hyde Park Vegetable Stand, c/o Paul Willis, to operate a vegetable stand on W. 51st Street between S. Lake Park Avenue and S. Cornell Avenue for the period of March 1-November 30, 1982.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN BLOOM (5th Ward):

Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES
 IN PUBLIC WAYS.

Three proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

American National Bank and Trust Company of Chicago, as Trustee U/T No. 50472--to maintain and use as now constructed a tunnel underneath S. Cornell Avenue approximately 61 feet north of E. 56th Street, for the purpose of supplying steam and electricity between the Windermere Hotel and the parking facility on the westerly side of S. Cornell Avenue, etc.;

The University of Chicago--to maintain and use as now installed a steam pipe in steel casing and a return steam pipe in steel casing, all under and across S. University Avenue connecting with the existing expansion pipe approximately 185 feet north of E. 57th Street, etc.;

The University of Chicago--to maintain and use as now constructed a steam tunnel under and across S. Ellis Avenue connecting No. 969 E. 60th Street with No. 1005 E. 60th Street to be used to distribute steam for heating purposes.

Referred--PROPOSED ORDINANCE TO ESTABLISH BUS STAND
 ON PORTION OF E. 56th ST.

Also a proposed ordinance to establish a bus stand on E. 56th Street (north curb) from a point 15 feet west of the west building line of S. Hyde Park Boulevard to a point 55 feet west thereof.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN SAWYER (6th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING
 CANOPY.

A proposed order for issuance of a permit to Charles S. Jackson to maintain and use an existing canopy attached to the building or structure located at No. 7350 S. Cottage Grove Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERWOMAN HUMES (8th Ward):

Commendations Extended to Sgt. William Whitfield for His
Dedicated Service to the City of Chicago.

A proposed resolution reading as follows:

WHEREAS, William Whitfield was born October 21, 1920 in Barstow, Georgia, and two years later moved with his parents Carrie and William Sr. to Chicago, Illinois; and

WHEREAS, William "Bill" Whitfield attended Willard Elementary School, DuSable High School, Loop Junior College, University of Chicago, St. Joseph College (courses in Criminology) and Schriavenham College in England for courses in military intelligence; and

WHEREAS, William "Bill" Whitfield early in life took on responsibilities and leadership positions with the Safety Patrol, Asst. Scoutmaster of the Boy Scouts of America. He was not afraid of hard work and by eleven (11) years old he sold Chicago Defenders, the Old Herald Examiners, and delivered groceries. He worked while attending DuSable High School as an apprentice pharmacist, while involved in extra-curricular activities in all facets of school life, attaining the highest ranking position in the school as R.O.T.C. Lieutenant Colonel; and

WHEREAS, William "Bill" Whitfield was commissioned as 2nd Lieutenant in the Illinois Guard and served in the U.S. Army in Germany during World War II attaining the rank of 1st Sergeant; and

WHEREAS, Bill Whitfield joined the Park District Police in 1950 and has worked since that time in the districts all over Chicago. He was promoted to Sergeant in 1971 and has served in Neighborhood Relations; and

WHEREAS, During William "Bill" Whitfield's career he has been cited by the Milk Dealers Association for clearing a series of robberies of milk drivers; and also received "Mayor's Youth Foundation Award" and The Chicago Police Merit Award; and

WHEREAS, Sergeant Whitfield closes out his 32nd year career with the Chicago Police Department as Patrol Sergeant - 21st District; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council commend Sergeant William Whitfield for his faithful, diligent, and sensitive service to the citizens of Chicago; and

Be It Further Resolved, That the Mayor and the Chicago City Council wish him health, happiness, and a long life in his retirement.

Alderman Humes 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 Humes, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERWOMAN HUMES (8th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION URGING COMMITTEE ON HEALTH
TO ASCERTAIN FACTS RELATING TO POOR PRE-NATAL
HEALTH CARE.

A proposed resolution, presented by Aldermen Humes, Sawyer, Evans, Bertrand, Streeter, Kelley

and Sherman, urging the Committee on Health to ascertain pertinent facts relating to Chicago's poor pre-natal health care and high infant mortality rates, especially in certain communities.--
Referred to the Committee on Health.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to South Chicago Community Hospital to maintain and use a utility tunnel containing steam pipes, a return condensate line, a cold water supply line and electrical conduit system, and connecting the building at No. 2320 E. 93rd Street with the building at No. 2321 E. 92nd Place.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN HUELS (11th Ward):

Congratulations and Best Wishes Extended to Fr. Phillip A.
Morgenthaler on Occasion of His Retirement.

A proposed resolution reading as follows:

WHEREAS, Father Phillip A. Morgenthaler has completed 44 years of dedicated service to God, community, parishioners and his fellow human beings; and

WHEREAS, Father Morgenthaler retired on August 6, 1982 with a most worthy record as a true man of the cloth; and

WHEREAS, He has served as a dedicated pastor and steward of the Immaculate Conception Church since November 17, 1967, and included among his many accomplishments the guidance of his administration to a debt-free position; and

WHEREAS, He has led an exemplary life from birth through preparation at Quigley Preparatory Seminary North and Major seminaries, ordination on April 23, 1938 and throughout his years of loving and loyal service to his Creator and the men, women and children of his community; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council duly, assembled this 6th day of October do hereby congratulate Father Morgenthaler on his retirement and wish him many more years of health and happiness in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Father Morgenthaler.

Alderman Huels moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN HUELS (11th Ward) and OTHERS:

*Referred--*PROPOSED ORDINANCE TO RECONSTRUCT AND IMPROVE
CERTAIN SIDEWALKS IN THE 11th, 12th and 14th WARDS.

A proposed ordinance, presented by Aldermen Huels, Majerczyk and Burke, to reconstruct and improve certain sidewalks in the 11th, 12th and 14th Wards.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MAJERCZYK (12th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Three proposed orders of issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Frank Ocwieja, No. 4256 S. Mozart Street;

Emily B. Patka, No. 4358 S. Richmond Street;

Second Brighton Theater, Inc., Nos. 4221-4227 S. Archer Avenue.

Presented by

ALDERMAN MADRZYK (13th Ward):

*Referred--*PROPOSED ORDER FOR PERMITS TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of permit to Walter J. Nieckula to maintain and use an existing canopy attached to the building or structure located at No. 5917 S. Pulaski Road.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN BURKE (14th Ward):

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES
IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Schneider Brothers, Inc.--to maintain and use four precast concrete basins for sanitary inspection purposes in front of the premises known as No. 5336 S. Western Avenue;

Talman Federal Savings and Loan Association of Chicago--to maintain and use as now constructed a tunnel primarily used as a pedestrian passageway, but with a portion also used as a utility tunnel, located at the intersection of S. Kedzie Avenue and W. 56th Street, connecting the premises at No. 5600 S. Kedzie Avenue with the premises at No. 5559 S. Kedzie Avenue.

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Stanley Bafia Funeral Home to maintain and use an existing canopy attached to the building or structure located at No. 1745 W. 47th Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF
SPECIFIED ALLEY FOR SCHOOL ACTIVITIES.

Also a proposed order to close to traffic the alley directly behind St. Basil Church, No. 1824 W. Garfield Boulevard, on all school days for the 1982-1983 school year in conjunction with school activities.-*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BRADY (15th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Holy Cross Hospital to maintain and use as now constructed a communication line which will extend the present hospital internal communication system to off-campus property, running from No. 2700 W. 69th Street to No. 2741 W. 69th Street.-*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

**Congratulations Extended to 22nd Police District Employees for Swift
Apprehension of Burglary Suspect.**

A proposed resolution reading as follows:

WHEREAS, The recent burglaries on the Southwest Side of the City of Chicago terrorized the Beverly Community; and

WHEREAS, Swift action on the part of the men and women of the 22nd Police District brought about the arrest of the suspect in these crimes; and

WHEREAS, Leaders of our great City, as well as its many honorable citizens, can never take for granted the men and women who are pledged to "Protect and Defend" and whose untiring dedication to this pledge make our great City of Chicago a better place to live; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 6th day of October, 1982, do hereby congratulate Commander Thomas Faragoi, Patrolmen Andrew Noren, Frank Pell, James Quinn and Rodney Schmidt and all the fine men and women of the 22nd Police District of the City of Chicago for their swift apprehension of the burglary suspect and for all the good work they do toward protecting the safety and welfare of our citizens; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the men and women of the 22nd Police District of the City of Chicago.

Alderman Sheahan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted*.

—
Referred--PROPOSED RESOLUTION MEMORIALIZING CHICAGO
BOARD OF EDUCATION REAL ESTATE COMMITTEE TO
CANCEL EFFORTS TO SELL CHICAGO'S
LAST FARM.

Also a proposed resolution urging the Chicago Board of Education Real Estate Committee to cancel efforts to sell the last remnant of farmland in the City of Chicago.--*Referred to the Committee on Education*.

—
Presented by

ALDERMAN KELLEY (20th Ward):

Drafting of Ordinance Directed for Vacation of Portion
of S. Prairie Av.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east ½ of S. Prairie Avenue lying between a line 909 feet south of the south line of E. 63rd Street and a line 1241.96 feet south thereof for the Chicago Transit Authority (No. 22-20-82-797); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kelley, the foregoing proposed order was *Passed*.

—
Referred--PROPOSED ORDERS TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED STREETS FOR SCHOOL ACTIVITIES.

Also two proposed orders to close to vehicular traffic specified streets for school activities, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Betsy Ross Elementary School--to close to vehicular traffic S. Wabash Avenue from E. 60th to E. 61st Streets on all school days in conjunction with school activities for the period September 6, 1982-June 25, 1983;

St. James Wadsworth Elementary School--to close to vehicular traffic S. University Avenue between E. 64th and E. 65th Streets on all school days in conjunction with school activities.

—
Referred--PROPOSED ORDER FOR PERMISSION TO
CONDUCT SIDEWALK SALE.

Also a proposed order to grant permission to Peterson's Termite and Pest Control Company, No. 559 E. 63rd Street, for the conduct of a sidewalk sale on S. St. Lawrence Avenue alongside No. 559 E. 63rd Street, for the period of September 29-October 5, 1982.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN KELLEY (20th Ward) and OTHERS:

Commendations Extended to "People's Movement For Voter Registration" for Most Successful Registration Drive.

A proposed resolution, presented by Aldermen Kelley, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Barden, Streeter, Sherman, Shumpert, Ray, Carothers, Davis and Frost, reading as follows:

WHEREAS, The People's Movement for Voter Registration was founded as an umbrella group representing sixty-five community groups committed to increasing voter registration throughout the City of Chicago; and

WHEREAS, Since July, the People's Movement, with the assistance of its co-founders, Tim Black, Nathaniel Clay, Zenobia Black, Connie Howard, Ivy Montgomery, Elliott Green and Jim Thomas, introduced innovative approaches to successfully convince citizens to register; and

WHEREAS, Driven by their conviction that the registration process must be brought to the people, volunteers registered Chicagoans at supermarkets, shopping centers, parades and even at Cook County Hospital; and

WHEREAS, The efforts of the organization were enhanced by the contributions of Mr. Ed Gardner who, as President of the Soft Sheen Company, was responsible for successfully recruiting a cross-section of businessmen to support the drive while using his own professional expertise to market and promote the campaign; and

WHEREAS, The efforts of the People's Movement for Voter Registration culminated in "Come Alive October 5" when registration efforts for the up-coming elections terminated; now, therefore,

Be It Resolved, By the Mayor and Members of the Chicago City Council in meeting assembled this 6th day of October, 1982, that we do hereby commend the People's Movement for Voter Registration and its co-founders for the significant contribution that it has made to Chicago's most successful voter registration drive; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The People's Movement for Voter Registration.

Alderman Kelley 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 Kelley, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN STEMBERK (22nd Ward):

Referred--PROPOSED ORDER TO REPLACE A LIGHT POLE AT NO. 2400 S. TROY ST.

A proposed order to replace a City of Chicago light pole in front of No. 2400 S. Troy Street.--*Referred to the Committee on Finance*.

Presented by

ALDERMAN LIPINSKI (23rd Ward):

**Congratulations Extended to Mr. and Mrs. Joseph Sulka on
Occasion of Their 50th Wedding Anniversary.**

A proposed resolution reading as follows:

WHEREAS, Joseph and Sophie Sulka are celebrating their 50th wedding anniversary on October 29, 1982 with their children and grandchildren; and

WHEREAS, Joseph Sulka served in the Marine Corps. and served as Commander of the Luzon VFW Buddies Outpost No. 1057; and

WHEREAS, Sophie Sulka served for two years as President of the Ladies Auxiliary of the Luzon Buddies Post No. 1057 and worked for seven years for the Cook County School of Nursing; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered here on the 6th day of October, 1982, do hereby congratulate Mr. and Mrs. Joseph Sulka on their 50th wedding anniversary and do sincerely hope that the good Lord will grant them a long life of happiness, joy and peace; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Joseph Sulka.

Alderman Lipinski 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 Lipinski, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN SHUMPERT (24th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to General Foods Corporation, to maintain and operate as now constructed an elevated switch track located diagonally across the 66-foot right of way of S. Karlov Avenue from a point approximately 145 feet north of W. Fillmore Street to a point approximately 135 feet north of W. Fillmore Street, to be used for the purpose of transporting materials to and from the premises at No. 4100 W. Fillmore Street and the Baltimore & Ohio Chicago Terminal Railroad.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MARZULLO (25th Ward):

Buildings Declared Public Nuisances and Ordered Demolished:

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 2626 W. Luther Street,
No. 2636 W. Luther Street,

No. 2419 W. Taylor Street,
No. 2421 W. Taylor Street, and,
No. 2116 W. 18th Place,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

No. 2626 W. Luther Street,
No. 2636 W. Luther Street,
No. 2419 W. Taylor Street,
No. 2421 W. Taylor Street, and
No. 2116 W. 18th Place,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

—
Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT
CARNIVAL OR STREET FAIR.

Also a proposed order for issuance of a permit to Pilsen Chamber of Commerce, No. 1624 W. 18th Street, for the conduct of a carnival or street fair on S. Wood Street between W. 18th and W. 19th Streets for the period of September 28-October 10, 1982.--*Referred to the Committee on Traffic Control and Safety.*

—
Presented by

ALDERMAN NARDULLI (26th Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Petricca's Western, Inc., No. 510 N. Western Avenue;

Wicker Realty, Inc., No. 1934 W. Augusta Boulevard.

Presented by

ALDERMAN RAY (27th Ward):

Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Three proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Follett Corporation--to maintain and use three subsurface spaces containing vaults under W. Washington Boulevard near N. Morgan and N. Carpenter Streets, under N. Carpenter Street near W. Washington Boulevard and W. Randolph Street, and under W. Randolph Street near N. Carpenter and N. Morgan Streets, to be used for the purpose of storage of paper goods;

James Ronan Company, Inc.--to maintain and use as now erected an I-beam over the sidewalk in front of the premises at No. 834 W. Fulton Market;

Rush-Presbyterian-St. Luke's Medical Center--to maintain and use as now constructed subsurface space under and across W. Congress Parkway between S. Hermitage Avenue and S. Wood Street to be used as a storage area for maintenance department supplies.

Referred--PROPOSED ORDINANCES TO AMEND GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Also two proposed ordinances to amend grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

To amend the ordinance passed by the City Council on May 27, 1982, C.J.P. p. 10852--by striking out of Section 1 "New Management, Ltd." and inserting in lieu thereof "Haymarket Square Partnership";

To amend the ordinance passed by the City Council on May 27, 1982, C.J.P. pp. 10854-10855--by striking out of Section 1 "New Management, Ltd." and inserting in lieu thereof "Haymarket Square Partnership."

Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND MAINTAIN CANOPIES.

Also three proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Kassel Provision Co., Inc.--to maintain and use an existing canopy at No. 657 W. Fulton Street;

Roditys Restaurant, Inc.--to construct, maintain and use a canopy at No. 222 S. Halsted Street;

Melvyn and Marie Sullivan--to maintain and use an existing canopy at No. 2337 W. Lake Street.

Presented by

ALDERMAN MARTINEZ (31st Ward):

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL ILLUMINATED SIGN.

A proposed order to issue a permit to A.M. Carson Signs/Chicago Heights Carrier Electric Co. for

the installation of an illuminated sign to project over the premises at No. 3601 W. Grand Avenue (McDonald's). -- *Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to E. E. Schmidt and Sons, Inc. to maintain and use an existing canopy attached to the building or structure located at No. 2058 W. Belmont Avenue. -- *Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MELL (33rd Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Barron-Hall Funeral Home, Inc., No. 4328 N. Elston Avenue;

Mee and Ramme Funeral Home, Inc., No. 3918 W. Irving Park Road.

Referred--PROPOSED ORDERS FOR PERMITS TO CONDUCT SIDEWALK SALES.

Also two proposed orders for issuance of permits to conduct sidewalk sales, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Boston Department Store, No. 2010 N. Milwaukee Avenue -- to conduct a sidewalk sale in front of the said premises for the period of October 1-3, 1982;

Boston Department Store, No. 2010 N. Milwaukee Avenue -- to conduct a sidewalk sale in front of said premises for the period of October 7-10, 1982.

Presented by

ALDERMAN MARCIN (35th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 90, SECTION 92 OF MUNICIPAL CODE CONCERNING EMERGENCY EXITS IN SPECIFIED BUILDINGS.

A proposed ordinance to amend Chapter 90, Section 92 of the Municipal Code of the City of Chicago concerning the notification of emergency exits in hotels, motels and lodging houses to the occupants therein. -- *Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN FARINA (36th Ward):

*Referred--PROPOSED ORDER FOR PERMIT TO INSTALL
ILLUMINATED SIGN.*

A proposed order to issue a permit to Federal Signal Corporation for the installation of an illuminated sign to project over the premises at No. 2401 N. Austin Avenue (10-Minute Oil Service Featuring Pennzoil). -- *Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN DAMATO (37th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at Nos. 5758-5760 W. Grand Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at Nos. 5758-5760 W. Grand Avenue, is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

*Nays--*None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

*Referred--PROPOSED ORDER FOR PERMIT TO INSTALL
ILLUMINATED SIGN.*

Also a proposed order to issue a permit to A.M. Carson Signs/Chicago Heights Carrier Electric Co. for the installation of an illuminated sign to project over the premises at No. 5133 W. North Avenue (McDonald's). -- *Referred to the Committee on Buildings and Zoning.*

*Referred--PROPOSED ORDER FOR INSTALLATION OF BUS PASSENGER
SHELTERS AT SPECIFIED LOCATION.*

Also a proposed order to memorialize the Chicago Transit Authority to install bus passenger shelters on the southeast and northwest corners of W. North and N. Central Avenues. -- *Referred to the Committee on Local Transportation.*

Referred--PROPOSED ORDER FOR PERMISSION TO
CONDUCT SIDEWALK SALE.

Also a proposed order to grant permission to Gordana Kurowski/Bargain Shop, No. 5120 W. North Avenue, for the conduct of a sidewalk sale for the period of October 13-16, 1982. -- *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 86, SECTION 22 OF
MUNICIPAL CODE CONCERNING QUALIFICATIONS OF
ELECTRICIANS.

A proposed ordinance to amend Chapter 86 of the Municipal Code of the City of Chicago by deleting the existing Section 22 in its entirety and inserting in lieu thereof new Sections 22, 22.1 and 22.2 in reference to the qualifications of electricians. -- *Referred to the Committee on Buildings and Zoning.*

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to The Catholic Bishop of Chicago to maintain and use an air conditioning supply system contained in a trench located under and across the east-west 18-foot public alley approximately 162 feet east of N. Lavergne Avenue to be used for the purpose of providing air conditioning between St. Bartholomew's Church and St. Bartholomew's Grammar School. -- *Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN LAURINO (39th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Patricia A. and Leslie R. Strandt to occupy a triangular piece of land located at the north corner of the intersection of the east-west, north-south public alley west of N. Kimball Avenue and south of W. Argyle Street, commonly known as the rear of No. 4953 N. Bernard Street to be used for the purpose of installing a fence.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Amalgamated Trust and Savings Bank, as Trustee U/T No. 3129, to maintain and use an existing canopy attached to the building or structure located at No. 3411 W. Lawrence Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN RITTENBERG (40th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Swedish Covenant Hospital to maintain and use as now installed three galvanized heavywall, concrete encased conduits under and across the 66-foot right of way of N. California Avenue at a point approximately 34 feet north of W. Carmen Avenue, to be used for telephone communications and closed circuit television in conjunction with the hospital's security systems, etc.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES
IN PUBLIC WAYS.

Five proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

American National Bank and Trust Co., as Trustee U/T No. 28443--to maintain and use subsurface space containing vaults under N. Michigan Avenue near E. Ohio Street and E. Grand Avenue to be used for storage, tree wells, air conditioning units, loading docks, stairways and hallways; subsurface space under E. Ohio Street near N. Rush Street and N. Michigan Avenue to be used for storage of equipment; and subsurface space under E. Grand Avenue near N. Michigan Avenue and N. Rush Street;

Batus-Saks Fifth Avenue--to maintain and use subsurface space containing vaults beginning under E. Erie Street approximately 43.25 feet west of the first north-south public alley west of N. St. Clair Street and proceeding in a westerly direction for approximately 100 feet and continuing 11 feet under N. Michigan Avenue, thence changing in a northerly direction and proceeding for approximately 60 feet under N. Michigan Avenue and ending approximately 158 feet south of E. Huron Street to be used for storage purposes and employees' locker rooms;

Carlyle Apartments Homeowners Association--to maintain and use a subsurface vault beginning under E. Cedar Street and the 12-foot north-south public alley west of N. Lake Shore Drive, thence easterly for approximately 164 feet under E. Cedar Street, thence southerly under N. Lake Shore Drive for approximately 248 feet, thence westerly under E. Bellevue Place for approximately 117 feet, to be used for the purpose of parking automobiles for private use by the tenants of applicant building only;

Chase Manhattan Bank, as Trustee U/T No. P-34742--to maintain and use as now constructed an elevated walkway beginning directly adjacent to the west line of N. Michigan Avenue, thence westerly at an elevation of approximately 16 feet 2 inches from the street grade of E. Illinois Street for approximately 165 feet;

Wm. Wrigley Jr. Company--to maintain and use air rights (pedestrian covered bridge) used for the purpose of connecting the third floor of grantee's buildings and surface rights used for the purpose of a pedestrian walkway for said buildings; with said air rights located directly over the surface rights and extending diagonally over and across E. North Water Street in a northeasterly-southwesterly direction for a distance of approximately 76 feet.

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also twelve proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

American National Bank and Trust Co., as Trustee U/T No. 28443, No. 540 N. Michigan Avenue;

Biggs Restaurant, Inc., No. 1150 N. Dearborn Street;

Donrose Galleries, Inc., No. 751 N. Wells Street;

Edwardo's at Division and Dearborn, Inc., No. 1212 N. Dearborn Street;

La Cheminee, Inc., No. 1161 N. Dearborn Street;

Lake Shore National Bank, as Trustee U/T No. 2158, No. 160 E. Huron Street;

937 N. State Street Corporation, No. 937 N. State Street;

Manny Okmin, No. 345 W. Chicago Avenue;

Red Steer, Inc., d/b/a Houlihan's Old Place, Nos. 1201-1207 N. Dearborn Street;

Tuscany Associates, Ltd., No. 1244 N. Dearborn Parkway;

V. O. Corporation, No. 660 N. Rush Street;

Waterfront, Ltd., No. 1015 N. Rush Street.

Presented by

ALDERMAN OBERMAN (43rd Ward):

**Soviet President Leonid Brezhnev Urged to Release Human Rights
Activist Anatoly Scharansky and to Allow
His Immediate Emigration.**

A proposed resolution reading as follows:

WHEREAS, Anatoly Scharansky, before his arrest, was the leading emigration activist and outspoken champion of human rights in the Soviet Union; and

WHEREAS, Anatoly Scharansky was a prominent member of the ad hoc Moscow Helsinki Monitoring Group; and

WHEREAS, Anatoly Scharansky was the articulate liason between human rights' activists and the press of many nations; and

WHEREAS, Anatoly Scharansky was translator for Nobel Laureate and human rights activist, Andre Sakharov; and

WHEREAS, Anatoly Scharansky was tried in a kangaroo court on trumped up charges and sentenced to thirteen years in Soviet prisons and labor camps for "treason and espionage"; and

WHEREAS, Anatoly Scharansky, in 1981, was held for one hundred and eighty-five days in solitary confinement and punished with starvation diets longer than permitted by Soviet law; and

WHEREAS, In October 1981, Anatoly Scharansky was put on trial in the labor camp for "infringement of corrective labor camp regulations" and was sentenced to three additional years in prison; and

WHEREAS, Since January of 1982, Anatoly Scharansky has not been permitted to send or receive correspondence from his wife Avital, who lives in Jerusalem; and

WHEREAS, Anatoly Scharansky has been on a hunger strike since September 26, 1982, the Day of Atonement, to protest the illegal cut-off of contact with his family; and

WHEREAS, On October 7, 1982, in cooperation with the Chicago Action for Soviet Jewry, the Public Forum in Lincoln Park, a symbol of America's commitment to political freedom, will be dedicated in honor of Anatoly Scharansky; now, therefore,

Be It Resolved, That the City Council and the Mayor of the City of Chicago call upon the Soviet Government and President Leonid Brezhnev to permit the immediate release and emigration of Anatoly Scharansky.

Alderman Oberman 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 Oberman, seconded by Alderman Stone, the foregoing proposed resolution was *Adopted*.

—
Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGES
IN PUBLIC WAYS.

Also two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

American National Bank and Trust Co., as Trustee U/T No. 38162--to maintain and use as now constructed a pedestrian tunnel under and across N. State Street for the purpose of connecting the Ambassador East Hotel located at the northeast corner of N. State Street and E. Goethe Street with the Ambassador West Hotel located at the northwest corner of same intersection, etc.;

A. Finkl and Sons Company--to maintain and use as now constructed an open steel truss pipe bridge supporting a steam line, a return line and a compressed air line over W. Cortland Street connecting No. 1405 W. Cortland Street with No. 1386 W. Cortland Street.

—
Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Andur Associates, Inc., over the public right of way in E. Walton Place;

Pompian Shop, Inc., No. 57 E. Oak Street.

—
Presented by

ALDERMAN MERLO (44th Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Three proposed orders for issuance of permits to maintain and use existing canopies attached to

specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

- Ferndale Apartment Hotel, No. 549 W. Aldine Avenue;
- J. S. James and Co., No. 3100 N. Sheridan Road;
- SLR Corp., d/b/a Peppers Water Beds, No. 2842 N. Broadway.

Presented by

ALDERMAN CLEWIS (45th Ward):

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Kee Department Store, c/o Richard L. Wenzl, No. 3939 N. Cicero Avenue, for the conduct of a sidewalk sale on the west side of N. Milwaukee Avenue from N. Cicero Avenue south to the store's parking lot and on the east side of N. Cicero Avenue from N. Milwaukee Avenue south to the store's parking lot, for the period of October 13-16, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN AXELROD (46th Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

- James and Leda Pitaro, d/b/a Illini Apartments, No. 948 W. Cuyler Avenue;
- 3750 Lake Shore Drive, Inc., No. 611 W. Grace Street.

Presented by

ALDERMAN AXELROD (46th Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF MUNICIPAL CODE (CHICAGO ZONING ORDINANCE) TO CHANGE AMUSEMENT ESTABLISHMENTS FROM PERMITTED USES TO SPECIAL USES IN CERTAIN COMMERCIAL DISTRICTS.

A proposed ordinance, presented by Aldermen Axelrod, Huels, Rittenberg, Natarus, Merlo, Clewis, Schuller, Volini, Orr and Stone, to amend Chapter 194A of the Municipal Code of the City of Chicago (Article 9, Sections 9.3-1 and 9.4-1 of the Chicago Zoning Ordinance) to change amusement establishments from permitted uses to special uses in C1-1 to C1-5 Restricted Commercial Districts.--*Referred to the Committee on Buildings and Zoning.*

Referred--PROPOSED RESOLUTION TO ADD FUNDING TO 1983 ANNUAL APPROPRIATION ORDINANCE, ETC. FOR TEMPORARY HOUSING FACILITIES.

Also a proposed resolution, presented by Aldermen Axelrod, Huels, Merlo and Orr, to add funding

to the 1983 Annual Appropriation Ordinance, etc. to provide temporary housing facilities for homeless Chicago citizens.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN SCHULTER (47th Ward):

**Congratulations Extended to Alvin Motors, Inc. on
Occasion of Its 50th Anniversary.**

A proposed resolution reading as follows:

WHEREAS, Alvin Motors, Inc. is celebrating its 50th anniversary as an outstanding Ford dealer in the City of Chicago, having been founded by the late Louis Rosen with his four sons on August 22, 1932, at No. 2825 North Sheffield Avenue, Chicago, and finally moved to No. 2101 West Irving Park Road, Chicago, Illinois, its present location; and

WHEREAS, Alvin Motors, Inc. has been commended and has received citations from the Ford Motor Company for its outstanding dealership and for its service to its customers and for its interdenominational employment of people of all creeds, races and religions and in sponsoring activities in various churches and community groups and its various endeavors on behalf of the people of the City of Chicago; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered here on this 15th day of September, 1982, do hereby add our congratulations and best wishes to Alvin Motors, Inc. and we do hereby look forward to its continuous outstanding reputation as an automobile dealer and for its continued work with its neighbors and with its community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alvin Motors, Inc.

Alderman Schulter 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 Schulter, the foregoing proposed resolution was *Adopted*.

**Congratulations and Best Wishes Extended to Ravenswood Baptist Church
on Occasion of Its 80th Anniversary.**

Also a proposed resolution reading as follows:

WHEREAS, Ravenswood Baptist Church located at No. 4455 N. Seeley Avenue, Chicago, Illinois, will be commemorating the 80th anniversary of its founding and dedication; and

WHEREAS, Under the leadership of Pastor Homer C. Resler the members of the congregation will celebrate the 80th anniversary with a special service on Sunday, October 10, 1982; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered here on this 6th day of October, 1982, extend their congratulations and best wishes of the people of the City of Chicago in their continued work with their neighbors and their community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Ravenswood Baptist Church.

Alderman Schuler 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 Schuler, the foregoing proposed resolution was *Adopted*.

—
**Congratulations and Best Wishes Extended to Virgil Schabinger on
Occasion of His Retirement.**

Also a proposed resolution reading as follows:

WHEREAS, Virgil Schabinger, a resident of the great 47th Ward of the City of Chicago for almost two decades, retires October 17, 1982, after 20 years of dedicated service at the Union Sewing Machine Company as a tool and die maker; and

WHEREAS, Virgil Schabinger has been married 42 years and has one daughter, and epitomizes the solidity of family life and dedication; and

WHEREAS, Virgil Schabinger, of No. 3619 N. Claremont Avenue, has a notable reputation as a good friend and neighbor to many of this fine City's grateful citizens; now, therefore

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 6th day of October, 1982, do hereby congratulate Mr. Virgil Schabinger, outstanding Chicago citizen, upon the occasion of his retirement, and that we extend to him our very best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Virgil Schabinger.

Alderman Schuler 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 Schuler, the foregoing proposed resolution was *Adopted*.

—
**Referred--PROPOSED ORDINANCE TO RECONSTRUCT AND IMPROVE CERTAIN
SIDEWALKS IN THE 47TH WARD.**

Also a proposed ordinance to reconstruct and improve the sidewalks on portions of N. Lincoln Avenue, W. Warner Avenue, W. Belle Plaine Avenue, W. Cuyler Avenue, W. Irving Park Road, W. Larchmont Avenue, W. Byron Street, and W. Berenice Avenue in the 47th Ward.--*Referred to the Committee on Local Industries, Streets and Alleys.*

—
**Referred--PROPOSED ORDINANCE TO DESIGNATE SERVICE DRIVE
AND TO CLOSE TO VEHICULAR TRAFFIC PORTION OF PUBLIC
WAY, ETC. FOR CONSTRUCTION OF REGIONAL LIBRARY.**

Also a proposed ordinance to designate portion of N. Leavitt Street as a service drive, to close to vehicular traffic portions of the public way, and to install a public sidewalk on the south side of W. Sunnyside Avenue from N. Leavitt Street to N. Lincoln Avenue in connection with the construction of the Frederick H. Hild Regional Library to be located in the block bounded by W. Sunnyside Avenue, N. Leavitt Street and N. Lincoln Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERWOMAN VOLINI (48th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Five proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Belle Shore Partnership, No. 1062 W. Bryn Mawr Avenue;
Combined Insurance Company of America, No. 5050 N. Broadway;
5000 North Marine Drive, No. 5000 N. Marine Drive;
Chan Mo Joung, No. 5120 N. Broadway;
Laurie's Pizzeria, Inc., No. 5151 N. Broadway.

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL.

Also a proposed order for issuance of the necessary permits to the Northeast Uptown Neighbors, No. 938 W. Carmen Avenue, to conduct a carnival in the No. 1000 block of W. Winona Avenue between N. Sheridan Road and N. Kenmore Avenue for the period of October 8-11, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN ORR (49th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Three proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Frank Callero, No. 1547 W. Howard Street;
LaSalle National Bank, as Trustee U/T No. 22070, No. 1246 W. Pratt Boulevard;
North Shore Properties, c/o F. G. Woodruff, No. 7600 N. Greenview Avenue.

Presented by

ALDERMAN ORR (49th Ward) and ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED RESOLUTION DECLARING OPPOSITION TO
U.S. SENATE BILL NO. S2172.

A proposed resolution declaring that the City Council of the City of Chicago strongly opposes United States Senate Bill No. S2172 which would severely limit local regulatory authority over cable communications.--*Referred to the Committee on Intergovernmental Relations.*

Presented by

ALDERMAN STONE (50th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 130 OF MUNICIPAL CODE TO PROHIBIT CONSUMER TASTING OF SEALED FOOD PRODUCTS.

A proposed ordinance to amend Chapter 130 of the Municipal Code of the City of Chicago by adding a new Section 130-2.6-1 to prohibit consumer tasting of sealed food products within any food purveyor's establishment and to declare any act thereon to be classified as a misdemeanor.--*Referred to the Committee on Human Rights and Consumer Protection.*

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Dewald Restaurant Group, Inc., to maintain and use as now constructed a water service line to supply water to the garage located at No. 7021 N. Western Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Paul Vega, M.D., to maintain and use an existing canopy attached to the building or structure located at No. 7442 N. Western Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permits:

BY ALDERMAN ROTI (1st Ward):

Catholic Bishop of Chicago/Providence of God Church, Nos. 701-715 W. 18th Street--renovation of day care center.

Daughters of Saint Paul Convent, No. 172 N. Michigan Avenue--construction of a one-car garage within existing building.

BY ALDERMAN STREETER (17th Ward):

Full Life, Incorporated, No. 7600 S. Loomis Street--construction of Continental Plaza Apartments, a Residential-Business Planned Development.

BY ALDERMAN KELLAM (18th Ward):

St. Bede the Venerable Church, No. 8200 S. Kostner Avenue--installation of an elevator.

BY ALDERMAN GABINSKI (32nd Ward):

Christopher House, No. 2507 N. Greenview Avenue--installation of a gas water heater.

BY ALDERMAN ORR (49th Ward):

Good News Partners, No. 1600 W. Jonquil Terrace--electrical installations.

License Fee Exemptions:

- BY ALDERMAN STREETER (17th Ward):
Englewood Manor Day Care Center, No. 7530 S. Halsted Street.
- BY ALDERMAN SHEAHAN (19th Ward):
Beverly Community Nursery School, No. 10244 S. Longwood Drive.
- BY ALDERMAN NARDULLI (26th Ward):
Saint Mary of Nazareth Medical Center, No. 2233 W. Division Street.

Cancellation of Warrants for Collection:

- BY ALDERMAN ROTI (1st Ward):
Daughters of St. Paul, No. 172 N. Michigan Avenue--building inspection.
- BY ALDERMAN EVANS (4th Ward):
Church Home, No. 5445 S. Ingleside Avenue--building inspection.
- BY ALDERMAN BLOOM (5th Ward):
LaRabida Children's Hospital and Research Center, Nos. 6500 and 6501 S. Promontory Drive--
maintenance and operating cost of private fire alarm box and mechanical ventilation inspections
(2).

University of Chicago, No. 5801 S. Ellis Avenue--building, driveways and elevator inspections (3).
- BY ALDERMAN BERTRAND (7th Ward):
Chicago Youth Centers, No. 611 W. Adams Street--boiler and fuel burning equipment inspection.
- BY ALDERMAN MAJERCZYK (12th Ward):
Misericordia Home, No. 2916 W. 47th Street--elevator inspection.
- BY ALDERWOMAN BARDEN (16th Ward):
Saint Bernard Hospital, No. 6337 S. Howard Avenue--parking sign maintenance and surcharge
inspection.
- BY ALDERMAN SHEAHAN (19th Ward):
Beverly Area Plan Association, No. 9730 S. Western Avenue--mechanical ventilation inspections.
- BY ALDERMAN KELLEY (20th Ward):
St. Anselm Church, No. 6045 S. Michigan Avenue--boiler and fuel burning equipment and building
inspections (2).
- BY ALDERMAN MARTINEZ (31st Ward):
Inner City Impact, No. 2704 W. North Avenue--building inspection.
- BY ALDERMAN GABINSKI (32nd Ward):
Saint Elizabeth Hospital, No. 1431 N. Claremont Avenue--building inspections.
- BY ALDERMAN DAMATO (37th Ward):
Saint Anne Hospital, No. 4950 W. Thomas Street--boiler and fuel burning equipment (2), elevator
(2), mechanical ventilation (2) and parking sign maintenance and surcharge inspections.
- BY ALDERMAN RITTENBERG (40th Ward):
Edgewater Hospital, No. 5700 N. Ashland Avenue--boiler and fuel burning equipment and unfired
pressure vessel inspection.
- BY ALDERMAN NATARUS (42nd Ward):
Illinois College of Podiatry, Nos. 1001 - 1019 N. Dearborn Street--driveway inspection.

Rehabilitation Institute of Chicago, No. 345 E. Superior Street--mechanical ventilation inspection.

Taylor Youth Center, No. 1945 N. Sheffield Avenue--building inspection.

BY ALDERMAN OBERMAN (43rd Ward):

Children's Memorial Hospital, No. 2300 N. Children's Plaza--maintenance and operating cost of two private fire alarm boxes.

BY ALDERMAN AXELROD (46th Ward):

Columbus-Cuneo-Cabrini Medical Center (Frank Cuneo Memorial Hospital), No. 750 W. Montrose Avenue--maintenance and operating cost of two private fire alarm boxes.

Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive--building and elevator inspections (2).

BY ALDERWOMAN VOLINI (48th Ward):

Self Help Home for the Aged, No. 908 W. Argyle Street--building inspection.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, No. 6300 N. California Avenue--building inspection.

Water Rate Exemptions:

BY ALDERMAN FROST (34th Ward):

Mount Eagle Baptist Church, No. 10856 S. Halsted Street.

BY ALDERMAN NATARUS (42nd Ward):

Y.M.C.A., No. 1515 N. Halsted Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (September 15, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, September 15, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Correct* the said printed Official Journal as follows:

Page 12088 - by inserting the agreement printed on pages 12779 through 12818 of the Journal of October 6, 1982, between the 7th and 8th lines from the bottom of the page;

Page 12439 - by deleting the name "Weitzmann" as it appears in the sixth, tenth, thirteenth and forty-first lines from the top of the page and inserting the name "Weitzmann" in lieu thereof.

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof.

The question being put, the motion *Prevailed*.

JOURNAL (September 17, 1982)
(Special Meeting).

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Friday, September 17, 1982, at 11:00 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.

Allocation of M.F.T. Funds Authorized Concerning
Necessary Engineering for New
Street Construction.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of September 15, 1982, pages 12223-12224, recommending that the City Council pass a proposed ordinance authorizing the allocation of M.F.T. Funds, concerning necessary engineering for new street construction.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcia, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-46.

Nays--None.

Alderman Stemberk 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 with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate for engineering the sum of \$500,000.00 from that part of the Motor Fuel Tax Fund which has been allocated to the City of Chicago by HB-1539 (November 20, 1975) for New Street Construction, 82-05000-00-EG.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for said purposes including all work in connection with and for the preparation of surveys, plans, specifications, estimates and acquisition of right of way for said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

(Continued on page 12819)

AGREEMENT

This Agreement made this day of 1982,
by and between the City of Chicago, Illinois, a home rule
unit and body politic and corporate under the Constitution
of the State of Illinois ("Purchaser") and Benefit Trust
Life Insurance Company, an Illinois corporation ("Seller").

W I T N E S S E T H :

WHEREAS, Seller owns that certain real property in
Chicago, Illinois ("Real Estate"), which Real Estate is
legally described in Exhibit A attached hereto;

WHEREAS, Goldblatt Bros., Inc. ("Goldblatt") has a
leasehold interest in the Real Estate pursuant to a Lease
from Seller dated December 31, 1979 ("Goldblatt Lease") and
has represented that it has existing contracts to acquire
that certain real property which abuts and is contiguous to
the Real Estate ("Goldblatt Parcel") and which is legally
described in Exhibit B attached hereto;

WHEREAS, there is currently a single building
situated partly on the Real Estate and partly on the Gold-
blatt Parcel;

WHEREAS, for the purpose of creating a public
library, Purchaser desires to acquire the Property, as
hereinafter defined, and the Goldblatt Parcel together with

such rights, titles and interests as identified in that certain Contract dated 1982 by and between Purchaser and Goldblatt, a copy of which is attached hereto as Exhibit C;

WHEREAS, the parties hereto acknowledge and agree that Purchaser's intended use of the Property cannot be realized unless Purchaser is able to simultaneously acquire the Property, and the Goldblatt Parcel together with such rights, titles and interests as heretofore noted; and

WHEREAS, Seller acknowledges Purchaser's acquisition of the Property is expressly contingent on the simultaneous acquisition by Purchaser of the Property and the Goldblatt Parcel together with such rights, titles and interests as heretofore noted.

NOW THEREFORE, the parties, in consideration of the covenants and agreements contained herein, agree as follows:

1. Agreement to Sell. Seller agrees to sell the Property to Purchaser and to convey or cause to be conveyed to Purchaser, or its nominee, title thereto, and Purchaser agrees to purchase from Seller the Property, consisting of the following:

(a) The Real Estate legally described in Exhibit A;

(b) All of Seller's right, title and interest, if any, in and to any streets, alleys or other public ways adjacent to the Real Estate, before or after vacation thereof; and

(c) All buildings, structures, appurtenances and improvements, or portions thereof located on the Real Estate.

Whenever reference is made in this Agreement to "Property", the term shall mean and include, unless the context provides otherwise, all of the items described in the above subparagraphs (a), (b) and (c).

2. Agreement to Purchase. Purchaser agrees to purchase the Property on the terms and conditions herein contained.

3. Purchase Price. The total purchase price for the Property shall be Two Million and Three Hundred Thousand (\$2,300,000) Dollars.

4. Payment of Purchase Price. The purchase price shall be paid by Purchaser at the Closing, as hereinafter defined.

5. Representations of Seller. To induce Purchaser to execute this Agreement and perform its obligations hereunder, Seller makes the following representations to Purchaser:

(a) To the best of Seller's knowledge, neither Seller, nor any of its employees has received any written notice from any governmental authority other than Purchaser concerning any violation arising from the condition, operation or maintenance of the Property or any health, safety, building, zoning, licensing, fire or environmental or other laws, ordinances, rules, requirements or regulations which have not been corrected.

(b) Seller owns the Property and has the power and authority to enter into and perform the terms and conditions of this Agreement.

(c) The general real estate taxes levied against the Real Estate for 1980 were \$182,079.51. To the best of Seller's knowledge, there are no special assessments levied against the Real Estate which are currently outstanding.

Each of the foregoing representations shall be true at the Closing and any action for breach thereof shall survive the Closing for a period of one year. In the event any of the foregoing representations is not true and correct as of the date hereof or not true and correct as of the Closing, and as a result thereof Purchaser incurs damages (or would incur damages if the transaction contemplated herein were closed) of Five Thousand (\$5,000) Dollars or more, Purchaser shall be entitled to terminate this Agreement.

Seller acknowledges that the purchase of the Property as provided herein is and shall be made by Purchaser in reliance upon the representations contained in this Agreement and the other documents to be executed by Seller pursuant to this Agreement.

6. Closing. The Closing ("Closing") shall take place on October 31, 1982, or such earlier day as may be selected by Seller upon not less than ten (10) days' notice to Purchaser; or on the date, if any, to which such time is extended by reason of paragraph 8 hereof. The transaction contemplated by this Agreement shall be closed through an

escrow ("Escrow") with Chicago Title and Trust Company ("CT&T"), as escrowee, pursuant to a deed and money escrow agreement ("Escrow Agreement"). It is contemplated that the acquisition of the Goldblatt Parcel by Purchaser shall also be closed through the Escrow and Purchaser's obligation to consummate the acquisition of the Property is expressly contingent on Purchaser's simultaneous acquisition of the Goldblatt Parcel on the terms and conditions contained in Exhibit C. The Escrow shall be opened no later than thirty (30) days prior to the Closing and the Closing shall be deemed to take place on the date CT&T, as escrowee, is prepared to distribute the purchase price deposited there-with pursuant to the Escrow Agreement. The cost of the Escrow shall be borne 11.5% by Seller and 50% by Purchaser and the remaining 38.5% by Goldblatt. This Agreement shall not be merged into the Escrow Agreement, and in the event of any conflict between the terms of this Agreement and those of the Escrow, the terms of this Agreement shall control.

(a) Unless otherwise specifically provided, on or before the Closing, Seller shall deposit, or cause to be deposited, with the escrowee the following:

(i) A duly executed, acknowledged and recordable Special Warranty Deed ("Deed") which shall convey to Purchaser good, merchantable and insurable title to the fee simple in the Real Estate free and clear of all liens and encumbrances except for Permitted Exceptions, as hereinafter defined. Seller shall pay at the Closing

all transfer taxes, documentary stamps, recordation taxes and any other taxes or charges required to be paid to the State of Illinois, or any governmental subdivision thereof, in connection with the execution, delivery and recordation of the Deed.

(ii) Such other instruments and documents as may be reasonably required by Purchaser to consummate the transactions contemplated hereby.

(b) Immediately prior to the Closing, Purchaser shall deposit, or cause to be deposited with the escrowee, the following:

(i) The purchase price;

(ii) A Quit Claim Deed by the Purchaser to the Seller conveying the interest in the Real Estate acquired by the Purchaser pursuant to the Deed, to be recorded only in the event of a failure of this transaction. In the event this transaction is consummated as contemplated by this Agreement, then escrowee shall return said Quit Claim Deed to Purchaser marked "void."

(c) At the Closing, Seller and Purchaser shall each execute, or cause to be executed, appropriate state, county and city transfer declarations covering the Illinois and Chicago real estate transfer transaction taxes.

7. Prorations. Seller and Purchaser agree that there are no proratable items applicable to this transaction. With respect to general real estate taxes, which are normally prorated, Purchaser has agreed to accept title to the Real Estate subject to the second installment of 1981 general real estate taxes and all of the 1982 general real estate taxes levied against the Real Estate.

8. Title Commitment. No later than thirty (30) days prior to the Closing, Seller shall deliver, or cause to be delivered, to Purchaser a title commitment for an Owners Title Insurance Policy issued by Chicago Title Insurance Company, covering the Real Estate and showing the condition of title thereto as of the date of such commitment, in the amount of Two Million and Three Hundred Thousand (\$2,300,000) Dollars, showing title in the Seller subject to the following exceptions which are herein referred to as "Permitted Exceptions":

(i) the title exceptions set forth in Exhibit D attached hereto;

(ii) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which can be removed by the payment of money at the time of Closing and which Seller will remove at or prior to the Closing by using funds to be paid at the Closing; and

(iii) acts of Purchaser or persons claiming through Purchaser.

If the title commitment referred to in this paragraph 8 hereof discloses unpermitted exceptions that render

the title not marketable, Seller shall have thirty (30) days from the date of delivery of the commitment to have the exceptions removed from the commitment, or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the Closing shall be on a date agreed to by the parties but not later than fifty (50) days after the delivery of such commitment. If, within the specified time, Seller fails to have the exceptions removed, or in the alternative to obtain the commitment for title insurance specified above as to such exceptions, then Purchaser may terminate this Agreement, or may elect, upon written notice to Seller within twenty (20) days after the expiration of such thirty (30) day period, to take title as it then is, with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further action of any of the parties.

9. Possession. Seller shall deliver or cause to be delivered to Purchaser possession of the Property on and at the Closing subject to the Goldblatt Lease.

10. New Leases, Mortgages, Etc. From the date of this Agreement to the Closing, Seller shall not lease, convey, encumber, mortgage or in any way create any interest in the Property.

11. Damage or Destruction Prior to Closing and Condemnation. In the event that any portion of the Property is (a) taken by the exercise of the power of eminent domain or condemnation (other than by Purchaser) or by voluntary

transfer under threat of and in lieu of such taking, or (b) is damaged materially by fire or other casualty prior to Closing, then, in any such event, Purchaser may, at its election, either (i) terminate this Agreement by notice to Seller, or (ii) accept the Property subject to such taking, transfer or damage without any abatement in the purchase price except that in such event Purchaser shall be entitled to receive the entire award or insurance proceeds payable in connection with such taking, transfer or damage, and at the Closing, Seller shall assign all of its right, title and interest in and to such award or proceeds to Purchaser. Such election shall be exercisable by written notice to Seller at any time prior to sixty (60) days following the determination of any such damage, destruction or condemnation, after written notice of this fact has been given to Purchaser by Seller. In the absence of any election on or prior to such 60th day, Purchaser shall be deemed to have elected to have this Agreement continue in accordance with the foregoing provisions in (ii) above. If the damage by fire or other casualty is not material, then Purchaser shall accept the Property and the provisions of clause (ii) immediately preceding shall be applicable. The term "materially" as used herein shall mean:

(a) any damage costing more than Two Hundred Fifty Thousand (\$250,000) Dollars to repair or restore, or

(b) any damage which would reasonably take more than thirty (30) days to fully repair or restore, or

(c) if the proceeds of insurance are insufficient to pay the full cost of repair and restoration of any damage, unless Seller shall elect to pay the amount of such deficiency to Purchaser at the Closing.

12. Notices. All notices, demands and communications required herein or desired to be given hereunder shall be in writing and shall be deemed to be mailed and delivered when personally delivered or when placed in the United States mail, certified or registered, return receipt, postage prepaid and addressed as follows:

To Purchaser:

City of Chicago
c/o Stanley J. Garber
Corporation Counsel
City Hall, Room 511
Chicago, Illinois 60602

With copies to:

Isham, Lincoln & Beale
Attn: Reynaldo P. Glover
Three First National Plaza
Suite 5000
Chicago, Illinois 60602

To Seller:

Benefit Trust Life Insurance Company
Attn: Investment Department
1771 Howard Street
Chicago, Illinois 60626

With copies to:

Sidley & Austin
Attn: Donald J. Gralen
One First National Plaza
Chicago, Illinois 60603

Any party may designate a change of address by written notice to the other parties given at least ten (10)

days before such change of address is to become effective.

13. Remedies. In the event Purchaser shall default in any of Purchaser's duties and obligations under this Agreement, Purchaser shall pay to Seller One Hundred Thousand (\$100,000) Dollars as agreed liquidated damages, it being agreed that the actual damages which will be incurred by Seller in the event of such default will be impossible to ascertain. Payment of this amount by Purchaser to Seller shall relieve Purchaser from any and all obligations hereunder and shall constitute Seller's sole remedy. If this transaction shall not close for any reason other than Purchaser's default, Purchaser may terminate this Agreement.

14. Miscellaneous.

- (a) Time is of the essence of this Agreement.
- (b) This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.
- (c) The Exhibits attached hereto are part of this Agreement and are incorporated in full by reference. This Agreement and the Exhibits attached hereto contain the entire agreement of the parties hereto and there are no other representations or agreements, oral or written, between the parties hereto.
- (d) Seller represents to Purchaser that it owes no brokerage commission to anyone as a result of this transaction and agrees to save and hold Purchaser harmless from all loss, cost or damage including, without limitation, reasonable attorneys' fees, that Purchaser may suffer or incur in the event such representation is false or in the event of an

assertion that such representation is false. Purchaser represents to Seller that it owes no brokerage commission to anyone as a result of this transaction and agrees to save and hold Seller harmless from all loss, cost or damage including, without limitation, reasonable attorneys' fees, that Seller may suffer or incur in the event such representation is false or in the event of an assertion that such representation is false.

(e) It is a condition of Purchaser's obligations under this Agreement that the Purchaser, by Ordinance, appropriate the money to pay the purchase price due at the Closing and that the Purchaser, by Ordinance, approve this Agreement. In the event Purchaser shall not, on or prior to August 1, 1982, have taken such actions and delivered to Seller the unqualified opinion of either the Corporation Counsel of Purchaser or Messrs. Isham, Lincoln & Beale, Chicago, Illinois, to the effect that this Agreement has been duly and properly authorized, executed and delivered by the Purchaser and is valid and binding and enforceable in accordance with its terms against the Purchaser, then the Seller at any time thereafter may terminate this Agreement by giving written notice to the Purchaser to that effect.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(g) From time to time at either party's request (whether before, at or after Closing) the other party shall, at its expense, execute and deliver such

further documents as the requesting party may reasonably request in order to give effect to the terms and provisions of this Agreement.

(h) This Agreement supersedes all previous agreements, negotiations, statements and undertakings and its terms and conditions shall remain in full force and effect after the Closing, as provided in paragraph 5 hereof.

(i) This Agreement cannot be changed, modified, waived or terminated orally but only by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Purchaser and Seller do hereby cause this Agreement to be executed and delivered as of the day first above set forth.

PURCHASER:

CITY OF CHICAGO

Attest:

By _____
Mayor

City Clerk

SELLER:

BENEFIT TRUST LIFE INSURANCE COMPANY

Attest:

By _____
President

Secretary

EXHIBIT A

Legal description of property owned by Benefit Trust Life Insurance Company:

PARCEL 1:

SUBLOT 2 OF LOT 3 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 1/2 OF LOT 2 AND SUBLLOT 1 OF LOT 3 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS

EXHIBIT B

THE REAL ESTATE

PARCEL 1A

SUBLOTS 1 AND 2 OF LOT 10 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO (EXCEPTING AND RESERVING THEREFROM THE WEST 27 FEET FROM SAID LOTS TAKEN FOR WIDENING OF STATE STREET) IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1B

SUBLOTS 1, AND 2 OF LOT 7 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS.

PARCEL 2

SUBLOTS 1 AND 2 OF LOT 6 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS.

EXHIBIT C

AGREEMENT

This Agreement is made this 12th day of July, 1982, by and between the City of Chicago, a municipal corporation ("Purchaser"), and Goldblatt Bros., Inc., an Illinois corporation and a Debtor in Possession, ("Seller").

W I T N E S S E T H

WHEREAS, Seller has contracts to acquire that certain real property commonly known as 321-27, 363 South State Street, Chicago, Illinois ("Real Estate") which Real Estate is legally described in Exhibit A attached hereto;

WHEREAS, Benefit Trust Life Insurance Company ("Benefit") owns that certain real property which abuts and is contiguous to the Real Estate and which is commonly known as 315 South State Street, Chicago, Illinois, together with such rights, titles and interests as identified in that certain Contract (the "Benefit Contract") dated July 12, 1982 by and between Purchaser and Benefit, ("Benefit Parcel") and which is legally described in Exhibit B attached hereto;

WHEREAS, there is currently one structure functionally joined situated partly on the Real Estate and partly on the Benefit Parcel;

WHEREAS, for the purpose of creating a public library, Purchaser desires to acquire the Property (hereinafter identified), the Additional Property (hereinafter identified), and the Benefit Parcel;

WHEREAS, the parties hereto acknowledge and agree that Purchaser's intended use of the Property cannot be realized unless Purchaser is able to acquire simultaneously the Property, the Additional Property and the Benefit Parcel;
and

WHEREAS, Seller acknowledges that Purchaser's acquisition of the Property is expressly contingent on the simultaneous acquisition by Purchaser of the Property, the Additional Property and the Benefit Parcel;

NOW, THEREFORE, the parties, in consideration of the covenants and agreements contained herein agree as follows:

1. Agreement to Sell. Seller agrees to sell the Property to Purchaser and to convey or cause to be conveyed to Purchaser, or its nominee, all of Seller's right, title and interest therein and thereto, and Purchaser agrees to purchase from Seller the Property, consisting of the following:

(a) The Real Estate legally described in Exhibit A;

(b) All of Seller's right, title and interest, if any, in and to any streets, alleys or other public ways adjacent to the Real Estate, after vacation thereof;

(c) All buildings, structures, appurtenances and improvements, or portions thereof, located on the Real Estate, and those fixtures and trade fixtures located on the Property and the Additional Property which are presently owned by Seller and which are described in Exhibit C attached hereto;

(d) All of Seller's right, title and interest as lessee in and to that certain Lease, dated as of December 31, 1979, between Benefit Trust Life Insurance Company, an Illinois corporation, as Landlord, and Goldblatt Bros., Inc., an Illinois corporation, as Tenant (the "Benefit Lease");

(e) All of Seller's right, title and interest as lessee in and to (i) that certain Lease, dated January 31, 1907, between Albert Keep, Mary K. Otis and

Chancey Keep, as Lessors, and Rothschild & Company, an Illinois corporation, as Lessee, recorded with the Recorder of Deeds of Cook County, Illinois on June 12, 1911 as Doc. No. 4775606, and (ii) that certain Lease, dated August 1, 1906, between The Northern Trust Company, as Trustee of the Estate of Louisa G. Bigelow, as Lessor, and Rothschild & Company, an Illinois corporation, as Lessee, recorded with the Recorder of Deeds of Cook County, Illinois on June 12, 1911 as Doc. No. 4775605 ((i) and (ii) collectively hereinafter referred to as the "Modern Woodmen Lease"); and

(f) All of Seller's right, title and interest as lessee in and to that certain Lease, dated July 7, 1892, among Frances D. Everett and George H. Campbell, as trustees under the last will and testament of James Campbell (deceased), and George H. Campbell, Sarah E. Everett and Frances M. Gregory, heirs and devisees of James Campbell (deceased), as Lessors, and Albert L. Sercomb, as Lessee, recorded with the Recorder of Deeds of Cook County, Illinois on May 2, 1894 as Document No. 2035364, as amended by that certain Agreement, dated October 9, 1905, among Francis D. Everett and George H. Campbell, trustees under the last will and testament of James Campbell, deceased, and George H. Campbell, Frances M. Gregory, Adele M. Everett, Charles F. Everett, James C. Everett, Fannie D. Everett and Robert P. Everett, by Julia K. Everett, his guardian, as Lessors, and the State Safety Company, an Illinois corporation, as Lessee (as amended, the "State Safety Lease").

Whenever reference is made in this Agreement to "Property", the term shall mean and include, unless the context provides otherwise, all of the items described in the above subparagraphs (a), (b), (c), (d), (e) and (f).

Seller agrees to sell the Additional Property to Purchaser and to assign or cause to be assigned to Purchaser, or its nominee, all of Seller's right, title and interest therein and thereto, and Purchaser agrees to purchase from Seller the Additional Property, consisting of the following:

(g) All of Seller's right, title and interest as sublessee in and to (i) that certain Lease Agreement, dated February 1, 1963, among Renee Associates, Inc., an Illinois corporation, and Goldblatt Bros., Inc., an Illinois corporation, (ii) that certain Agreement, dated March 15, 1963, among Goldblatt Bros., Inc., an Illinois corporation, 333 South State Street Building Corporation, an Illinois corporation (Seller's predecessor in interest), Renee Associates, Inc., an Illinois corporation, and LaSalle National Bank, as Trustee, and (iii) that certain Agreement, dated September 20, 1964, among Renee Associates, Inc., an Illinois corporation, Airport Parking Company of America, a Delaware corporation, and Goldblatt Bros., Inc., an Illinois corporation ((i), (ii) and (iii) hereinafter collectively referred to as the "Loading Dock Lease").

Whenever reference is made in this Agreement to "Additional Property", the term shall mean and include, unless the context provides otherwise, all of the items described in the above subparagraph (g).

2. Agreement to Purchase. Purchaser agrees to purchase the Property and the Additional Property on the terms and conditions herein contained.

3. Purchase Price. The total purchase price for the Property and the Additional Property shall be Seven Million Seven Hundred Thousand Dollars (\$7,700,000).

4. Payment of Purchase Price. The purchase price shall be paid by Purchaser at the Closing, as hereinafter defined.

5. Representations of Seller. To induce Purchaser to execute this Agreement and perform its obligations hereunder, Seller makes the following representations to Purchaser:

(a) Any contracts, licenses, maintenance, service, operating, union and concessionaire agreements affecting, involving or concerning the Property shall be terminated by Seller on or before the Closing.

(b) Seller has contracts to acquire the Real Estate and has the power and authority to enter into and perform the terms and conditions of this Agreement.

(c) The following are the only taxes, assessments, charges and other public impositions assessed or levied against the Real Estate and the Benefit Parcel for the most current year which have been issued as of the date of this Agreement or is otherwise known to Seller as of the date of this Agreement: real estate taxes for 1980 \$517,536.23; first installment of 1981 real estate taxes \$258,768.14.

Each of the representations set forth in this paragraph 5 shall be true at the Closing. In the event any of the above representations of Seller is not true and correct as of the date hereof or as of the Closing, if so required, and

as a result thereof Purchaser incurs damages (or would incur damages if the transaction contemplated herein were closed) of (i) Two Hundred Fifty Thousand Dollars (\$250,000), or more, then Purchaser shall be entitled to terminate this Agreement, or (ii) if less than Two Hundred Fifty Thousand Dollars (\$250,000), then the purchase price shall be reduced by the dollar value of such damages.

Seller acknowledges that the purchase of the Property as provided herein is and shall be made by Purchaser in reliance upon the representations contained in this Agreement and the other documents to be executed pursuant to this Agreement.

6. Closing. The Closing ("Closing") shall take place on October 31, 1982, or such earlier day as may be selected by Seller upon not less than ten (10) days notice to Purchaser; or on the date, if any, to which such time is extended by reason of paragraph 8 hereof. Seller agrees to use its best efforts to cause the Closing to occur as soon as possible after the date hereof by expediting, if possible, the acquisition by Seller, or the conveyance by the Grantors (as hereinafter defined), of the Real Estate. The transaction contemplated by this Agreement shall be closed through an escrow ("Escrow") with Chicago Title and Trust Company ("CT&T"), as escrowee, pursuant to a deed and money escrow agreement ("Escrow Agreement"). It is contemplated that the acquisition of the Benefit Parcel by Purchaser shall also be closed through the Escrow and Purchaser's obligation to consummate the acquisition of the Property and the Additional Property is expressly contingent on Purchaser's simultaneous acquisition of the Benefit Parcel on the terms and conditions contained in the Benefit Contract. The

Escrow shall be opened no later than ten (10) days prior to the Closing. For purposes of prorations and adjustments, as hereinafter provided for, the Closing shall be deemed to take place on the date CT&T, as escrowee, shall be prepared to distribute the purchase price deposited therewith pursuant to the Escrow Agreement. The cost of the Escrow shall be borne 38.5% by Seller and 50% by Purchaser, with the remaining 11.5% of the cost of the Escrow to be borne by Benefit pursuant to the Benefit Contract. This Agreement shall not be merged into the Escrow Agreement, and in the event of any conflict between the terms of this Agreement and those of the Escrow Agreement, the terms of this Agreement shall control.

(a) Unless otherwise specifically provided, Seller shall deposit, or cause to be deposited, with the escrowee on or before the Closing, the following:

(i) Duly executed, acknowledged and recordable Warranty Deeds from all fee owners of the Real Estate (the "Deeds") which Deeds shall convey to Purchaser good, merchantable and insurable title to the fee in the Real Estate free and clear of all liens and encumbrances except for Permitted Exceptions, as hereinafter defined.

(ii) Seller or the respective Grantors under the Deeds (the "Grantors") shall pay the amount of any stamp tax imposed by State or county law on the respective transfers of title under the Deeds, and shall furnish completed Real Estate Transfer Declarations signed by the respective Grantors or Grantors' agents, and to be signed by Purchaser for deposit into the Escrow, in the form required

pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Seller or the respective Grantors shall furnish any completed City Transfer Tax Declarations or any certificates (the "Exemption Certificates") signed by the respective Grantors or Grantors' agents, and (if necessary) to be signed by Purchaser for deposit into the Escrow, or notation on the Deeds, which may be required by the Director of Revenue of the City of Chicago pursuant to Section 200.1-2B(6) of the Chicago Transaction Tax Ordinance found at Chapter 200.1 of the Municipal Code of the City of Chicago to establish the exemption of the transaction contemplated hereunder from the Chicago Transaction Tax. If any Chicago Transaction Tax or other transfer or transaction tax required by other local ordinance is payable by reason of the transfer of title under the Deeds, such tax shall be paid by Purchaser.

(iii) A quitclaim assignment of all of Seller's right, title and interest in and to the Benefit Lease, the Modern Woodmen Lease, the State Safety Lease, and the Loading Dock Lease.

(iv) Such other instruments and documents as may be reasonably requested by Purchaser to consummate the transactions contemplated hereby.

(b) On or before the Closing, Purchaser shall deposit, or cause to be deposited, with the escrowee, the following:

(i) The purchase price plus or minus prorations, as provided herein;

(ii) A quitclaim deed by the Purchaser to the Seller conveying the interest in the Property acquired by the Purchaser pursuant to the Deeds to be deposited by Seller pursuant to paragraph 6(a) of this Agreement, to be recorded only in the event of a failure of this transaction. In the event this transaction is consummated as contemplated by this Agreement, then escrowee shall mark said quitclaim deed void and return said quitclaim deed to Purchaser;

(iii) Purchaser shall furnish any necessary Exemption Certificates signed by Purchaser with regard to any Chicago Transaction Tax or other local transfer or transaction tax, and any necessary Real Estate Transfer Declaration signed by Purchaser with regard to any State or county transfer or transaction tax. If any Chicago Transaction Tax or other transfer or transaction tax required by other local ordinance is payable by reason of the transfer of title under the Deeds, such tax shall be paid by Purchaser. All recording fees in connection with the transaction contemplated hereunder, including, without limitation, the recordation of the Deeds, shall be paid by Purchaser.

7. Prorations. The following are to be prorated as of 12:01 A.M. on the date of the Closing:

(a) Water and sewer charges, utility or other services including, without limitation, telephone, gas and electric services.

(b) Real estate taxes, assessments, charges and other public impositions assessed against, covering or affecting the Property and the Benefit Parcel.

(c) Fuel oil at cost as of the date of this Agreement.

(d) Charges for the provision of steam heat and hot water pursuant to the Loading Dock Lease.

All prorations shall be final unless otherwise agreed in writing between the parties at the time of Closing.

Seller shall be responsible for the general taxes for the year 1981, and for a proportionate share of the general taxes for the year 1982, which proportionate share shall be represented by a fraction, the numerator of which is the actual number of days which have elapsed during the period from January 1, 1982, to and including the date of Closing, and the denominator of which is 365 (herein called "Seller's Proportionate Share"), and Purchaser shall be responsible for the remaining 1982 general taxes and any amount of the general taxes for 1982 which may accrue by reason of new or additional improvements made after the Closing.

At Seller's option, a tax escrow may be established as follows: for 1981 taxes, Seller shall deposit in the Escrow at Closing, an amount equal to the general taxes for the year 1980, and for 1982 taxes, Seller shall deposit in the Escrow at Closing, an amount equal to Seller's Proportionate Share of the general taxes for the year 1980. Such deposits shall be invested by the Escrowee at the direction of Seller and all interest and income deriving therefrom shall be paid or credited to Seller. Each of the 1981 and 1982 tax bills shall be paid when due by the Escrowee; provided, however, that in the event the respective escrow funds shall be in

excess of the 1981 tax bill or Seller's Proportionate Share of the 1982 tax bill, as the case may be, such excess shall, within ten days of such determination, be paid to Seller by Escrowee, and provided, further that in the event the 1981 tax bill or Seller's Proportionate Share of the 1982 tax bill, as the case may be, shall be in excess of the respective excrow funds, such excess shall, within ten days of such determination, be paid to Escrowee by Seller. Purchaser shall be responsible for the payment of the remaining balance of the 1982 tax bill. Seller expressly reserves the right to contest by appropriate proceedings or actions, without Purchaser's participation, the general taxes for each of the years 1981 and 1982, and to receive any refund or other benefit which may accrue by reason by such proceedings or actions and which is attributable to the 1981 taxes and Seller's Proportionate Share of the 1982 taxes. Said right to pursue such proceeding or action and to receive any refund or other benefit arising therefrom shall survive the Closing and shall not be merged in any deed delivered pursuant hereto.

If Seller does not exercise the aforesaid option to escrow and contest taxes, taxes shall be prorated on the basis of the most recently ascertainable taxes.

8. Title Commitment and Survey. No later than ten (10) days prior to the Closing, Seller shall deliver, or cause to be delivered, to Purchaser a title commitment for an Owners Title Insurance Policy issued to Purchaser, or its nominee or assignee, by the Chicago Title Insurance Company, covering the Real Estate provided for in this Agreement, with extended coverage, and showing the condition of title as of the date of such commitment, in the amount of Seven

Million Seven Hundred Thousand Dollars (\$7,700,000), showing title in the Seller subject to the following exceptions which are herein referred to as "Permitted Exceptions":

(a) The title exceptions set forth in Exhibit D attached hereto;

(b) Title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which can be removed by the payment of money at the time of Closing and which Seller will remove at or prior to the Closing by using funds to be paid at the Closing; and

(c) Acts of Purchaser or persons claiming through Purchaser.

If the title commitment referred to in paragraph 8(a) hereof discloses unpermitted exceptions that render the title not marketable, Seller has thirty (30) days from the date of delivery of the commitment to have the exceptions removed from the commitment, or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the Closing shall be on a date agreed to by the parties but not later than fifty (50) days after the delivery of such commitment. If, within the specified time, Seller fails to have the exceptions removed or, in the alternative, to obtain the commitment for title insurance specified above as to such exceptions, then Purchaser may terminate this Agreement, or may elect, upon written notice to Seller within twenty (20) days after the expiration of such thirty (30) day period, to take title as it then is, with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Agreement shall become null and void without further action of any of the parties.

9. Possession. Seller shall deliver or cause to be delivered to Purchaser possession of the Property and the Additional Property on and at the Closing.

10. New Leases From the date of this Agreement to the date of Closing, Seller shall not lease, convey, encumber, mortgage or in any way create any interest in the Property.

11. Maintenance Prior to Closing. Seller agrees that during the period between the date of this Agreement and the Closing, Seller will maintain the Property and not enter into service contracts and agreements which cannot or will not be cancelled on or before the Closing.

12. Damage or Destruction Prior to Closing and Condemnation. In the event that any portion of the Property is (a) taken by the exercise of the power of eminent domain or condemnation or by voluntary transfer under threat of and in lieu of such taking, or (b) is damaged by fire or other casualty prior to Closing, then, in any such event, Purchaser shall accept the Property subject to such taking, transfer or damage except that in such event Purchaser shall be entitled to receive the entire award or insurance proceeds payable in connection with such taking, transfer or damage, Seller shall assign all of its right, title and interest in and to such award or proceeds to Purchaser, and, in the case of damage of or destruction to the Property, the purchase price shall be reduced by the lesser of (a) the dollar value of the damage or (b) \$100,000, the amount of the deductible under the insurance policy.

13. Notices. All notices, demands and communications required herein or desired to be given hereunder shall be in writing and shall be deemed to be given when personally delivered or forty-eight (48) hours after placed in the

United States mail, certified or registered, return receipt,
postage prepaid and addressed as follows:

To Purchaser:

City of Chicago
Office of the Corporation Counsel
City Hall -- Room 511
Chicago, Illinois 60602
Attn: Stanley J. Garber

With copies to:

Isham, Lincoln & Beale
Attn: Reynaldo P. Glover
Three First National Plaza
Suite 5000
Chicago, Illinois 60602

To Seller:

Goldblatt Bros., Inc.
1615 West Chicago Avenue
Chicago, Illinois 60622

With copies to:

Mayer, Brown & Platt
Attn: John J. Gearen, Fay Triffler or Ivan P. Kane
231 South LaSalle Street
18th Floor
Chicago, Illinois 60604

Any party may designate a change of address by written notice to the other parties given at least three (3) days prior to the date such change of address is to become effective.

14. Remedies. In the event Purchaser shall default in any of Purchaser's duties and obligations under this Agreement, Purchaser shall pay to Seller \$100,000 as agreed liquidated damages. Payment of this amount by Purchaser to Seller shall relieve Purchaser from any and all obligations hereunder and shall constitute Seller's sole remedy. If this transaction shall not close on or before the Closing date set forth in Paragraph 6 of this Agreement, as such date may be extended pursuant to Paragraph 8 of this Agreement, through no default of either Seller or Purchaser,

then either Seller or Purchaser may terminate this Agreement.

15. Miscellaneous.

(a) At all times from the date of this Agreement until the Closing, Seller shall give Purchaser and its agents, employees and designees access to the Property at reasonable hours as may be reasonably requested for the sole purpose of inspecting the Property and the Additional Property, and preparing plans and specifications for the rehabilitation work currently contemplated by Purchaser; provided however, that Purchaser agrees to hereby indemnify, exonerate and hold Seller and each of the officers, directors, employees and agents of the Seller (herein collectively called the "Seller Parties") free and harmless from and against any and all actions, causes of action, suits, liabilities, losses, damages and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Seller Parties or any of them as a result of, or arising out of, any acts (or omissions to act) of the Purchaser or its agents or representatives in connection with such inspection of the Property or Additional Property.

(b) Time is of the essence of this Agreement.

(c) This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors, assigns and beneficiaries.

(d) The Exhibits hereto are a part of this Agreement and are incorporated in full by reference. This Agreement and the Exhibits attached hereto contain the entire agreement of the parties hereto and there are no other representations or agreements, oral or written.

(e) Any brokerage commissions, consultant's fee or payments of any kind owing to Mr. Joel R. Hillman that may arise by reasons of the transaction contemplated herein shall be paid by Seller. Purchaser and Seller each represent and warrant to the other that neither has employed any broker or consultant other than Mr. Joel R. Hillman in connection with the transaction contemplated hereunder, and each agrees to hereby indemnify, exonerate and hold harmless the other against any claims by any party claiming through the indemnifying party for brokerage commissions, fees or payments of any kind arising by reason of the transaction contemplated hereunder.

(f) It is a condition of both Seller's and Purchaser's obligations under this Agreement that the Purchaser by Ordinance appropriate money to pay the purchase price due at the Closing and that the Purchaser by Ordinance approve this Agreement, said appropriation and approval to be obtained within fourteen (14) days of the date of this Agreement.

(g) It is a condition of both Seller's and Purchaser's obligations under this Agreement that the Seller obtain approval of this Agreement by the United States Bankruptcy Court for the Northern District of Illinois, in case number 81-B-07075, said approval to be obtained within fourteen (14) days of the date of this Agreement.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(i) From time to time at either party's request (whether before, at or after Closing) the other party

shall, at its own expense, execute and deliver such further documents and take such further action as the requesting party may reasonably request in order to give effect to the terms and provisions of this Agreement.

(j) This Agreement supersedes all previous agreements, negotiations, statements and undertakings.

(k) This Agreement can be changed, modified, waived or terminated only by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Purchaser and Seller do hereby cause this Agreement to be executed and delivered as of the day and year first above set forth.

PURCHASER:

By _____

Approved:

SELLER:

By _____

Approved:

EXHIBITS

EXHIBIT A	-	Real Estate
EXHIBIT B	-	Benefit Parcel
EXHIBIT C	-	Fixtures and Trade Fixtures
EXHIBIT D	-	Permitted Exceptions

EXHIBIT ATHE REAL ESTATEPARCEL 1A

SUBLOTS 1 AND 2 OF LOT 10 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO (EXCEPTING AND RESERVING THEREFROM THE WEST 27 FEET FROM SAID LOTS TAKEN FOR WIDENING OF STATE STREET) IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1B

SUBLOTS 1, AND 2 OF LOT 7 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS.

PARCEL 2

SUBLOTS 1 AND 2 OF LOT 6 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS.

EXHIBIT B

THE BENEFIT PARCEL

PARCEL 3

SUBLOT 2 OF LOT 3 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS.

PARCEL 4

THE SOUTH 1/2 OF LOT 2 AND SUBLOT 1 OF LOT 3 IN BLOCK 7 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 27 FEET TAKEN FOR WIDENING OF STATE STREET) IN COOK COUNTY, ILLINOIS.

EXHIBIT CFIXTURES AND TRADE FIXTURES

ALL FIXTURES AND TRADE FIXTURES OWNED BY SELLER AND LOCATED ON THE PROPERTY AND THE ADDITIONAL PROPERTY WHICH HAVE NOT BEEN REMOVED BY SELLER PRIOR TO THE CLOSING DATE.

EXHIBIT D

PERMITTED EXCEPTIONS

1. TAXES FOR THE YEARS 1980, 1981 AND 1982.
2. RIGHTS OF THE PUBLIC IN AND TO THAT PART OF THE LAND FALLING WITHIN AND BEING USED AS AN ALLEY.
3. THIS POLICY SHALL NOT BE CONSTRUED AS COVERING ANY SPACE USED OR OCCUPIED IN CONNECTION WITH THE LAND LYING UNDER THE SURFACE OF STATE STREET AS WIDENED OR UNDER THE SURFACE OF THE ALLEY OPENED OVER AND ACROSS THE EASTERLY PORTION OF THE LAND.
4. RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AND OTHER PURPOSES IN FAVOR OF AND ON BEHALF OF THE OWNERS AND OCCUPANTS OF THE LAND NORTH AND SOUTH OF AND ADJOINING THE LAND OVER THE SAID LAND; ALSO RIGHTS OF SAID OWNERS AND OCCUPANTS TO HAVE THE BUILDING ERECTED ON THE LAND AND THE PROPERTY NORTH AND SOUTH OF AND ADJOINING THE LAND MAINTAINED, AND TO THE JUST AND EQUITABLE DISTRIBUTION OF THE RENTS, ISSUES AND PROFITS FROM THE WHOLE OF THE REAL ESTATE COVERED BY SAID BUILDING BY REASON OF THE FACT THAT THE BUILDING ON THE LAND COVERS THE LAND AND LAND NORTH OF AND ADJOINING AND SOUTH OF AND ADJOINING THE LAND, WHEN BUILDING MAY BE CONSTRUCTED THAT IT IS NOT SUSCEPTIBLE OF DIVISION OR USE IN SEPARATE PARTS ALONG THE BOUNDARY LINES OF THE LAND AND THE LAND ON EITHER SIDE THEREOF

(AFFECTS PARCEL 1B).
5. PARTY WALL AGREEMENT DATED APRIL 1, 1872 AND RECORDED MAY 27, 1875 AS DOCUMENT 30845 BETWEEN CHARLES TOBEY AND NELSON TUTTLE RELATING TO A PARTY WALL ON THE NORTH LINE OF THE LAND

(AFFECTS PART OF PARCEL 4).
6. PARTY WALL AGREEMENT BETWEEN TRUSTEES UNDER WILL OF LEVI Z. LEITER, DECEASED AND ROTHSCHILD AND COMPANY DATED SEPTEMBER 14, 1910 AND RECORDED JUNE 12, 1911 AS DOCUMENT 4775610 RELATING TO A PARTY WALL ON THE NORTH LINE OF THE LAND

(AFFECTS PART OF PARCEL 4).
7. SURVEY NUMBER 8002009 BY CHICAGO GUARANTEE SURVEY COMPANY DATED MARCH 10, 1980 DEPICTS THE FOLLOWING:
 - (A) ENCROACHMENT OF THE GRANITE BASE OF THE BUILDING LOCATED ON THE LAND OVER THE SOUTH LINE OF SUBLLOT 2 OF LOT 10 BY 0.08 FEET AND BY AN UNSPECIFIED AMOUNT
 - (B) ENCROACHMENT OF THE STONE WINDOW LEDGE BY 0.38 FEET OVER THE EAST LINE OF SUBLOTS 1 AND 2 OF LOT 10 AND SUBLOTS 1 AND 2 OF LOT 7
 - (C) ENCROACHMENT OF THE BUILDING LOCATED MAINLY ON THE LAND OVER THE NORTH LINE OF THE SOUTH 1/2 OF LOT 2 BY VARIOUS UNSPECIFIED AMOUNTS
 - (D) ENCROACHMENTS OF THE ROOF COPING BY 3.92 FEET AND THE NORTH WEST CORNER OF THE SOUTH 1/2 OF LOT 2; SIMILAR ENCROACHMENTS RANGING FROM 6.56 FEET TO 6.05 FEET ALONG THE WEST LINE OF THE LAND AND 6.67 FEET TO 6.68 FEET ALONG THE SOUTH LINE OF THE LAND.

8. INTEREST OF THE FOLLOWING PUBLIC OR QUASI PUBLIC UTILITIES TO MAINTAIN FACILITIES AND/OR SERVICE PIPES ON THE LAND:
- a) COMMONWEALTH EDISON COMPANY AS DISCLOSED BY LETTER DATED MAY 7, 1982, AND THE DRAWINGS ATTACHED THERETO;
 - b) ILLINOIS BELL TELEPHONE COMPANY BY LETTER DATED MAY 19, 1982, AND THE DRAWINGS ATTACHED THERETO;
 - c) PEOPLES GAS LIGHT AND COKE COMPANY BY LETTER DATED APRIL 26, 1982;
 - d) DEPARTMENT OF PUBLIC WORKS AS DISCLOSED BY UNDATED LETTER RELATIVE TO THE CHICAGO FREIGHT TUNNEL SYSTEM WHICH IMPOSES A REQUIREMENT THAT A BULKHEAD BE CONSTRUCTED AT THE PROPERTY LINE;
 - e) DEPARTMENT OF WATER AS DISCLOSED BY LETTER OF APRIL 30, 1982, AND THE PRINTS ATTACHED THERETO.

EXHIBIT D

Permitted Exceptions:

1. General real estate taxes for 1981 and 1982;
2. Rights of the City of Chicago, the public and the abutting property owners in and to that part of the land falling within and being used as an alley;
3. Reciprocal easements for ingress and egress, use of common heating system and other purposes in favor of and on behalf of the owners and occupants of the land south of and adjoining the land over the said land; also rights of said owners and occupants to have the building erected on the land and the property south of and adjoining the land maintained, and to the just and equitable distribution of the rents, issues and profits from the whole of the real estate covered by said building by reason of the fact that the building on the land covers the land and land south of and adjoining the land, which building may not be susceptible of division or use in separate parts along the boundary lines of the land and the land south of and adjoining the land;
4. Possible encroachment of the foundations or subsurface portions of the building located on the land over the lot lines of the land;
5. Party wall agreement dated April 1, 1872 and recorded May 27, 1875 as document 30845 between Charles Tobey and Nelson Tuttle relating to a party wall on the north line of the land;
6. Party wall agreement between trustees under Will of Levi Z. Leiter, deceased and Rothschild and Company dated September 14, 1910 and recorded June 12, 1911 as document 4775610 relating to a party wall on the north line of the land;
7. Agreement between Rothschild and Company, a corporation of Illinois, and Clara R. Bass and others dated December 1, 1911 and recorded January 1, 1912 as document 4892737 relating to a party wall on the north line of the land and retaining wall and foundation on the alley line and in certain portions of the alley adjoining the north part of the land;
8. Agreement made by Jonathon C. Clark and Henry Keep and Albert Keep dated May 21, 1885 and recorded May 11, 1885 as document 716331 for a party wall between Sublot 2 of Lot 3 aforesaid and Sublot 1 of Lot 6 of Block 7 aforesaid;

9. Encroachments depicted on Survey Number 8002009 by Chicago Guarantee Survey Company dated March 10, 1980;
10. Claim for lien in the amount of \$2,587.59 made by Forbes Inc. against Goldblatt Bros., Inc. recorded June 19, 1981 as document 25911773; and
11. Agreement made by Robert N. Murray with James F. Lord, dated October 13, 1873 and recorded September 23, 1878 as document 195277 for a party wall between Sublots 1 and 2 of Lot 3 in Block 7 aforesaid.

(Continued from page 12778)

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses, delineated, categorized, and detailed for this project.

SECTION 6. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Streets and Sanitation.

SECTION 7. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer for District One of said Division of Highways.

SECTION 8. This ordinance shall be in force and effect from and after its passage.

**Chicago Zoning Ordinance Amended to Reclassify
Particular Areas.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of September 15, 1982, pages 12225-12230, recommending that the City Council pass twenty-three proposed ordinances (under separate committee reports), for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Vrdolyak moved to *Concur In* the committee's recommendations and *each* of the proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Said ordinances, as passed, read respectively as follows (the *Italic heading* in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

W. Grand Avenue; N. Desplaines Street; a line 80 feet south of W. Grand Avenue; and the alley next west of N. Desplaines Street,

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by

W. Adams Street; S. LaSalle Street; W. Quincy Street; and S. Wells Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 12821 thru 12826 of this Journal.]

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

—
Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by:

W. Madison Street; a line 182 feet west of and parallel to S. Wells Street; W. Arcade Place; and a line 227.35 feet west of and parallel to S. Wells Street,

to the designation of a Central Area Parking District, which is hereby established in the area above described, subject to such use and bulk regulations and termination provisions as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 12828 thru
12833 of this Journal.]

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

—
Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by:

a line 99.45 feet north of and parallel to W. Van Buren Street; S. Federal Street; the alley next west of and parallel to S. Federal Street; and W. Van Buren Street,

(Continued on page 12827)

BUSINESS PLANNED DEVELOPMENT STATEMENTS

1. The areas delineated herein as "Business Plan Development" is owned and controlled by the Applicant, LaSalle National Bank and Trust Company, as Trustee under Trust No. 103600 which is dated May 27, 1981.

2. Use of the land delineated as the proposed "Business Plan Development" will consist of business, office and other uses of the general character permitted in the B6-7 Restricted Central Business District classifications of the Chicago Zoning Ordinance.

3. The Applicant, LaSalle National Bank and Trust Company as Trustee Under Trust No. 103600 and its successors, assigns, or grantees shall obtain all official reviews, approvals and permits as required.

4. Any dedication or vacation of streets or alleys or any release of easements or any adjustments of rights of way which require a separate submittal on behalf of Applicant, its successors, assigns and grantees, and approval by the City Council.

5. Any public way or service drive or ingress or egress shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress or egress for motor vehicles, including emergency vehicles. There shall be no parking within any such paved areas.

6. Off-street parking spaces and off-street loading facilities are not now provided nor are any required under this Plan Development.

7. Business and business identification signs shall be permitted of the general character permitted in the B6-7 Restricted Central Business District classifications of the Chicago Zoning Ordinance subject to the review and approval by the Department of Planning and the Department of Inspectional Services.

8. The property shall be subject to all applicable height restrictions imposed by the Federal Aviation Agency pursuant to its rules and regulations.

9. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of

SEE RIDER ATTACHED HERETO AND MAP

the area delineated herein as "Business Plan Development" and that data is incorporated herein and made a part hereof.

10. The Plan of Development hereby attached shall be subject to the "rules, regulations and procedures in relation to Plan Developments", as promulgated by the Commissioner of Planning.

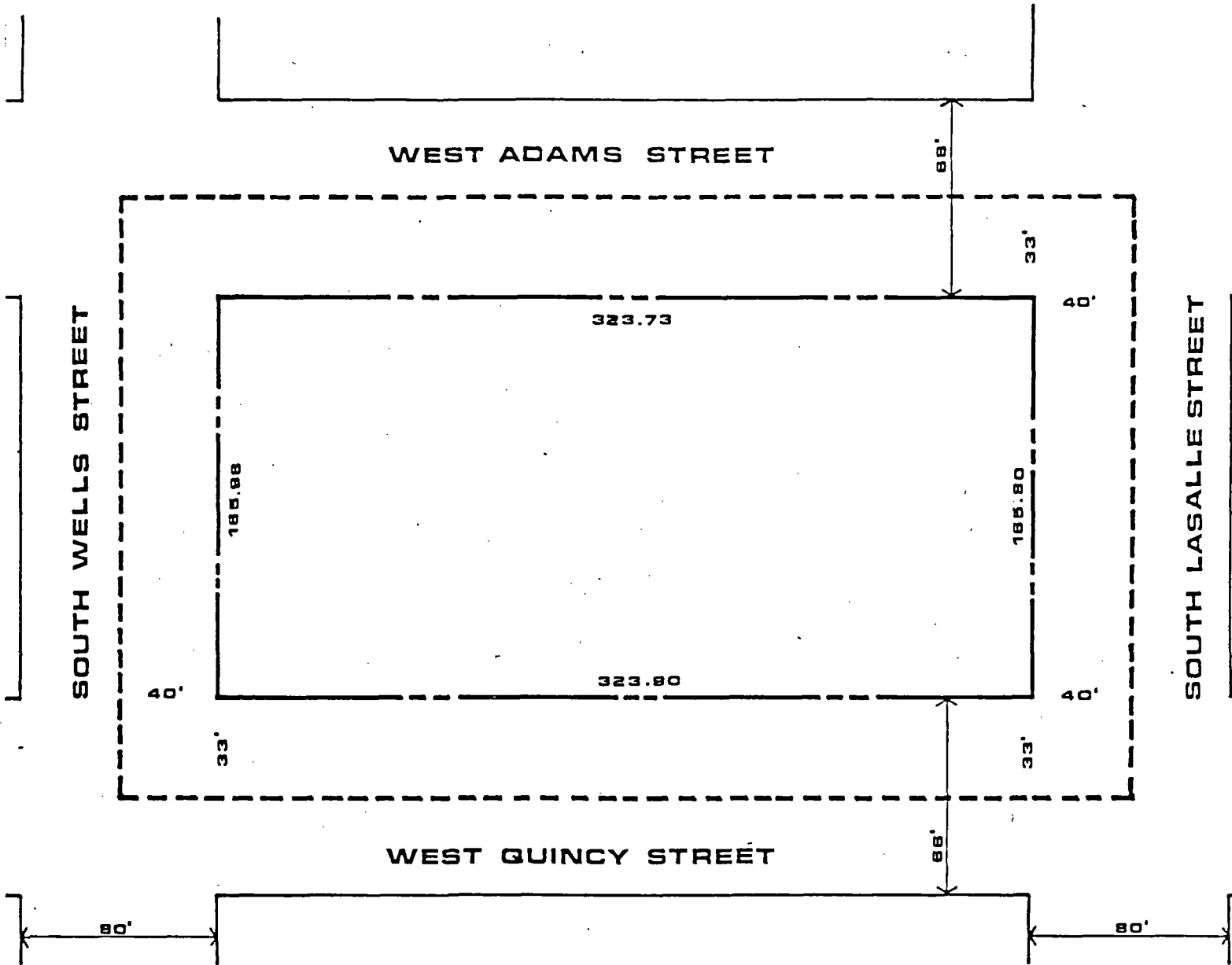
APPLICANT:
LA SALLE NATIONAL BANK AND TRUST
COMPANY, AS TRUSTEE UNDER TRUST
NO. 103600 and not personally

By: 

Assistant Vice President

Dated: June 8, 1982

BUSINESS PLANNED DEVELOPMENT PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENTS MAP



PLANNED DEVELOPMENT BOUNDARY



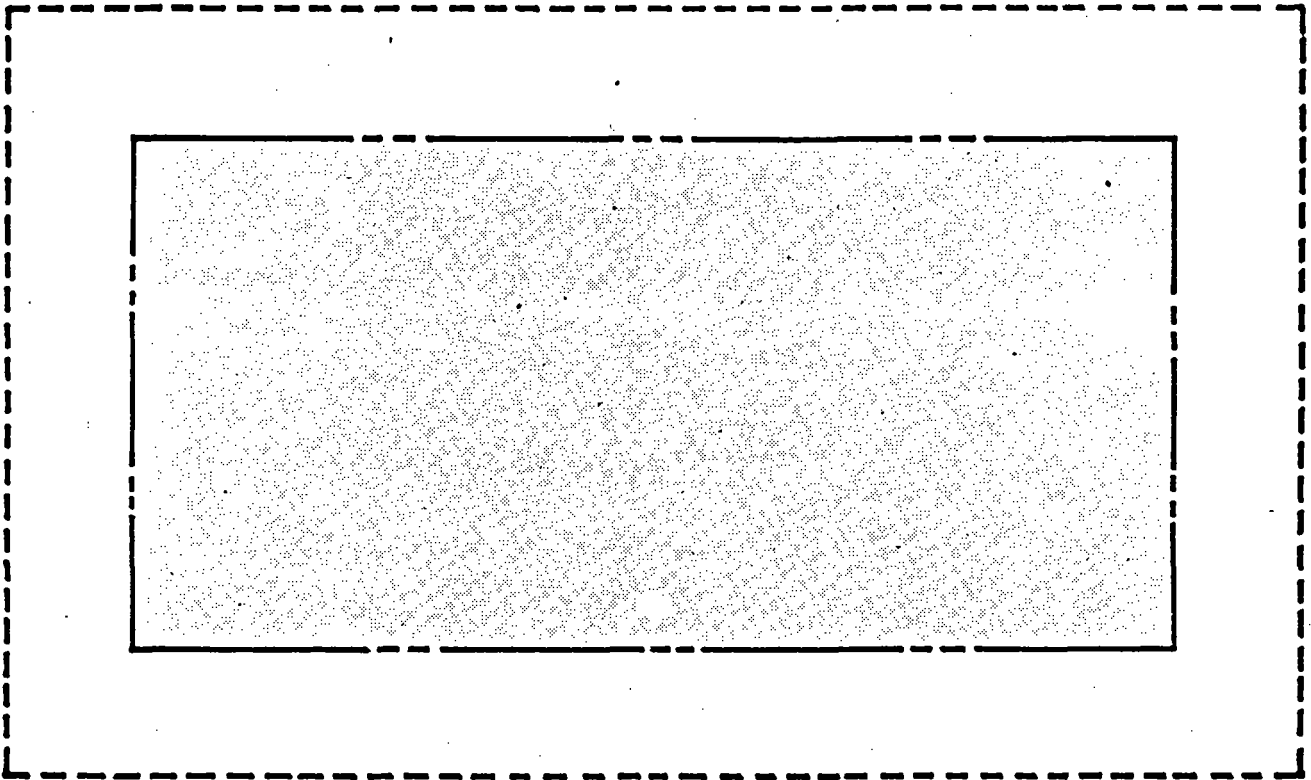
PROPERTY LINE



**BUSINESS PLANNED DEVELOPMENT
GENERAL LAND USE MAP**



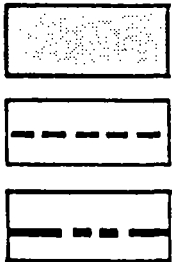
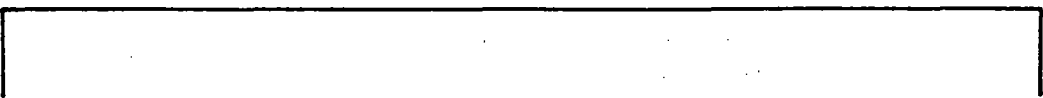
WEST ADAMS STREET



SOUTH WELLS STREET

SOUTH LABALLE STREET

WEST QUINCY STREET



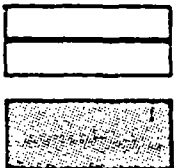
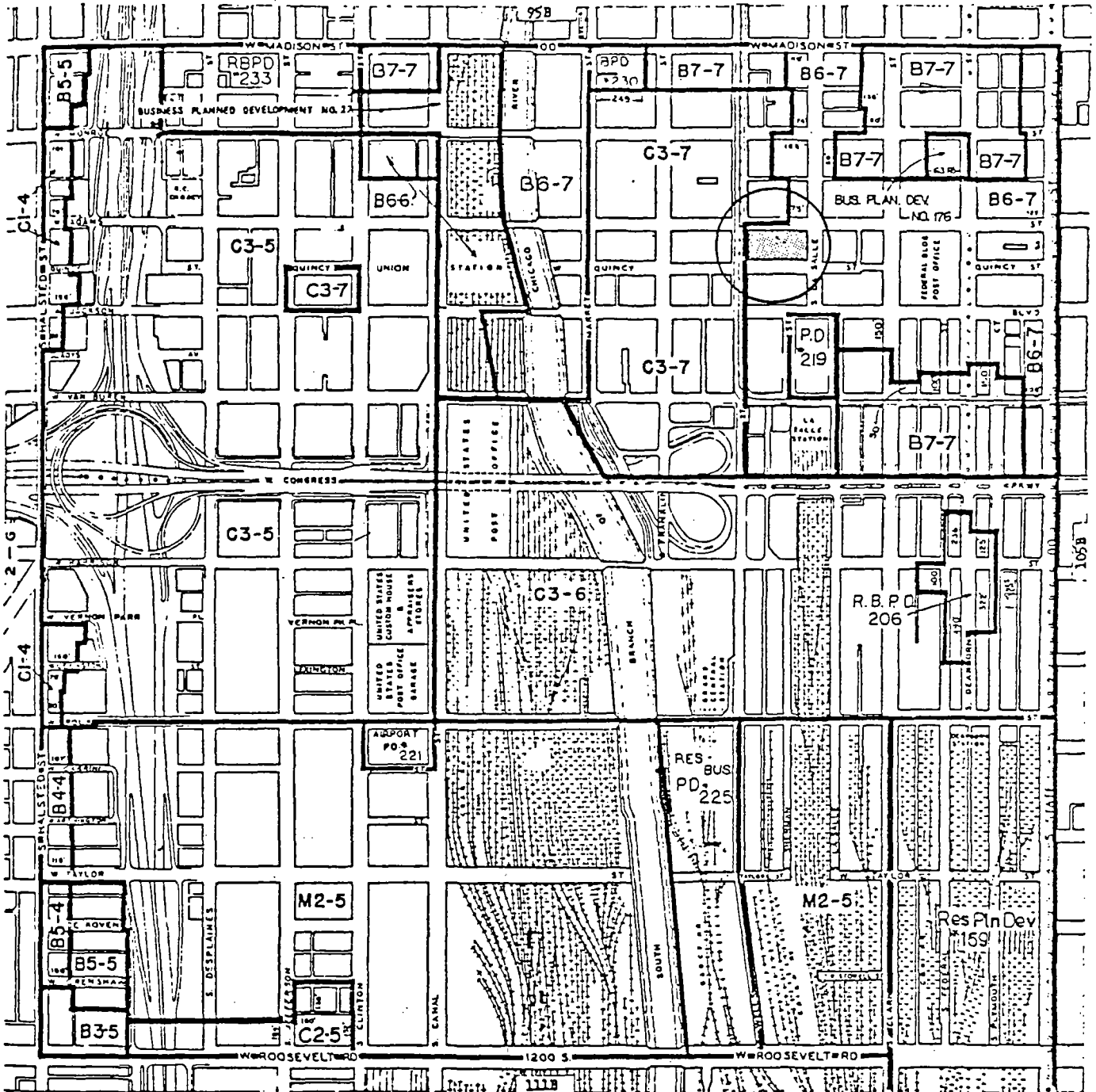
BUSINESS, OFFICE AND RELATED USES PER B6-7

PLANNED DEVELOPMENT BOUNDARY

PROPERTY LINE

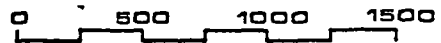


BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET MAP



ZONING DISTRICTS

BUSINESS PLANNED DEVELOPMENT



NORTH



BUSINESS PLANNED DEVELOPMENT

PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND RELATED DATA

Net Site Sq. Ft.	Area Acres	Permitted Uses	Maximum F.A.R.	Maximum % of Land - Coverage at Grade Level
53,637.7	1.23	Business, office, & other uses of the general character permitted in the B6-7 zoning district	17.9	100%

Gross Site Area equals Net Site Area, 53,637.7 sq. ft. +
Public Rights-of-way, 39,923 sq. ft. =
Gross Site Area, 93,560.7sq. ft.

Maximum Permitted F.A.R. for total New Site Area = 17.9 (permits
960,114.8 sq.ft.)

Maximum Percent of Land Coverage at Ground Level: 100% (existing)

Off-streed Parking and Loading: None (existing structure)

Ground Floor Setbacks: 0 ft. (existing structure)

Ground floor space will be devoted to restaurants and other retail
service uses appropriate to this location subject to the approval of
the Commissioner of the Department of Planning.

APPLICANT: LaSalle National Bank and Trust Company
as Trustee under Trust No. 103600

DATE: June 8, 1982

(Continued from page 12820)

to those of a Central Area Parking Plan Development District, and a corresponding use district is hereby established in the area above described.

[Planned Development printed on pages 12834 thru 12839 of this Journal.]

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

—

Reclassification of Area Shown on Map No. 2-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 2-L in the area bounded by

W. Lexington Street; S. Lavergne Avenue; W. Polk Street; and a line 528 feet west of S. Lavergne Avenue,

to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

—

Reclassification of Area Shown on Map No. 3-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential Planned Development No. 148 and R4 General Residence District symbols and indications as shown on Map No. 3-F in the area bounded by

W. Evergreen Avenue; N. Sedgwick Street; W. Scott Street; a line 112 feet west of N. Sedgwick Street; the south line of W. Goethe Street; a line from a point 149.75 feet west of N. Hudson Avenue along the south line of W. Goethe Street, to a point 109.95 feet west of N. Hudson Avenue along the north line of W. Scott Street or the line thereof if extended where no street exists; the north line of W. Scott Street or the line thereof if extended where no street exists; the alley next southwest of and parallel to W. Goethe Street; the alley next northeast of and parallel to N. Clybourn Avenue; W. Goethe Street; and N. Cleveland Avenue,

to the designation of Residential Planned Development No. 148, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 12840 thru 12845 of this Journal.]

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

(Continued on page 12846)

PLAN OF DEVELOPMENTCENTRAL AREA PARKING DISTRICTSTATEMENTS

1. The area delineated herein as "Central Area Parking District" consists of the property located at 227-29 West Madison Street, which totals approximately 8,613.33 square feet, or .20 acres of real property.

The attached Property Line Map identifies the property, which is held in trust by Harris Trust and Savings Bank, Trust No. 41513, dated October 26, 1981. General Parking Corporation is the lessee of the property and will operate the proposed public parking lot.

2. The public parking facility shall be used for the parking of passenger cars, light vans and pickup trucks. No heavy commercial trucks shall be parked upon the said lot at any time.

APPLICANT: Harris Trust and Savings Bank,
as Trustee of Trust No. 41513
111 West Monroe Street
Chicago, Illinois 60603

DATE: June 8, 1982

3. Adequate drainage shall be provided so as to permit run-off to flow to an established City of Chicago sewer.

4. Adequate lighting will be maintained at the facility.

5. Ingress and egress will be provided by one driveway on West Madison Street which will comply with the Driveway Ordinance of the City of Chicago.

6. The parking facility will operate between 5:30 a.m. and 11 p.m. on weekdays, and 6 a.m. to 5 p.m. on Saturdays and Sundays. This time schedule may be extended by 90 minutes in the event of a special event or occasion.

7. The Applicant or its successors, assignees, or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.

8. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.

APPLICANT: Harris Trust and Savings Bank,
as Trustee of Trust No. 41513
111 West Monroe
Chicago, Illinois

DATE: June 8, 1982

9. The permitted uses in the Property are set forth in the attached Table of Controls.

10. Business signs and business identification signs may be permitted within the Planned Development in accordance with the regulations applicable in a B7-7 zoning district.

11. The zoning classification of the subject property will revert to B7-7 following the termination of the use of the site as a parking facility.

12. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of the Plan of Development.

13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in relation to Planned Development Amendment" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Harris Trust and Savings Bank,
as Trustee of Trust No. 41513
111 West Monroe
Chicago, Illinois

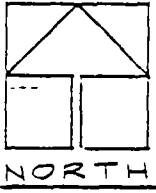
DATE: June 8, 1982

COMMERCIAL-MANUFACTURING PLANNED DEVELOPMENTUSE AND BULK REGULATIONS AND DATA

Net Site Area	8,613.33 sq. ft. .20 acres
Gross Site Area = Net Site Area + Area of Public Street	10,835.0 sq. ft. = 8,613.33 sq. ft. + 2,221.67 sq. ft.
General Description of Land Use	Grade-level public parking facility
Maximum Number of Parking Spaces	38
Maximum Area of Business and Commercial Space	8,613.33 sq. ft.
Maximum F.A.R.	1.0
Maximum % of Land Covered	100%

APPLICANT: Harris Trust and Savings Bank,
as Trustee of Trust No. 41513
111 West Monroe
Chicago, Illinois

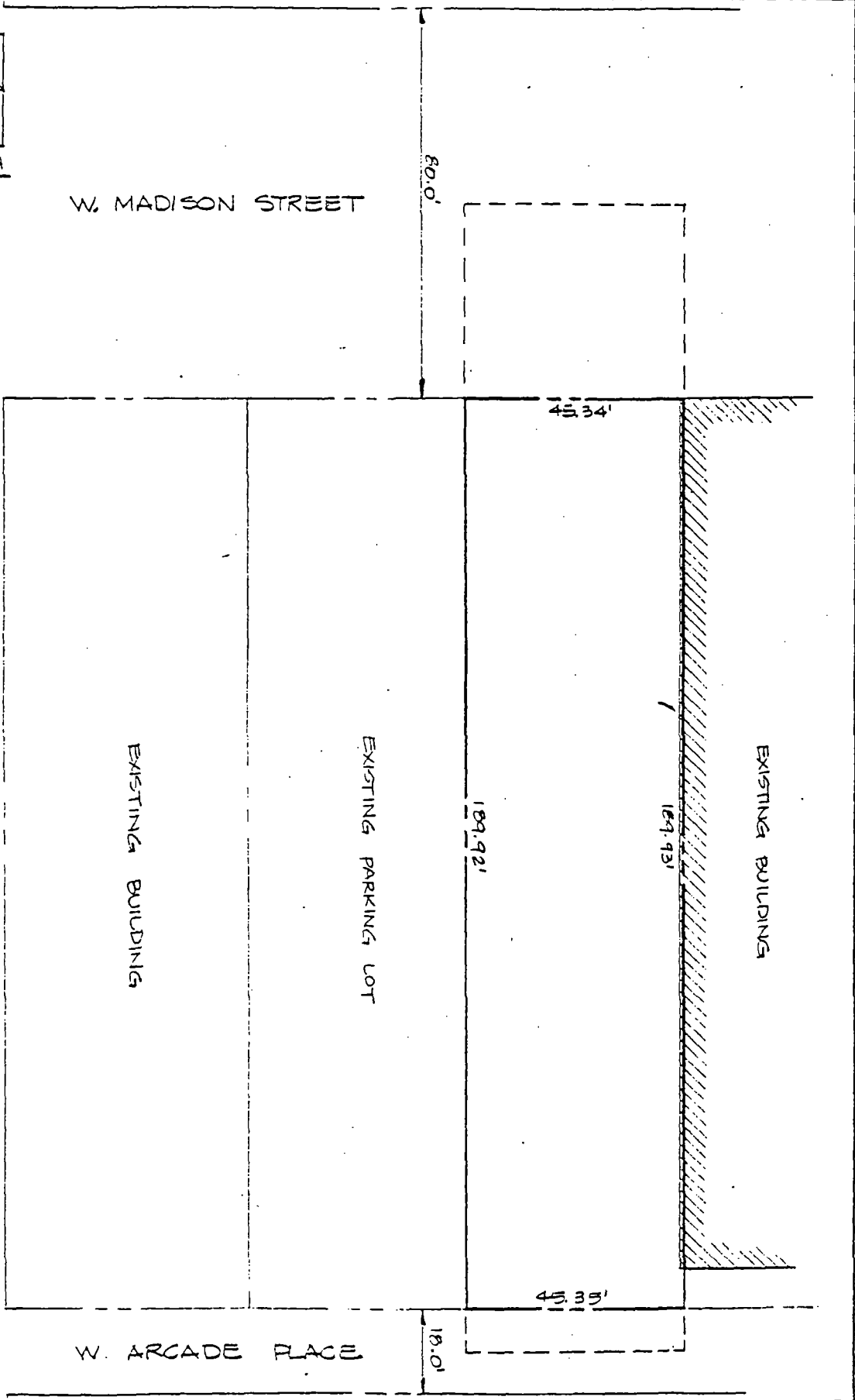
DATE: June 8, 1982



W. MADISON STREET

1" = 20'-0"
PLOT PLAN

S. FRANKLIN STREET



EXISTING BUILDING

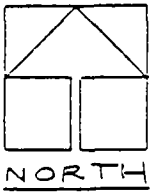
EXISTING PARKING LOT

EXISTING BUILDING

W. ARCADE PLACE

JOB NO.	74422-7	DRG. BY	RCA	DATE	5-28-82	SHEET	1 OF 1
JOB	227-229 W. MADISON STREET	CDR. BY					
JOB	GENERAL PARKING CORP.						
	PARKING LOT						
	CONRAD ASSOCIATES EAST						
	189 W. MADISON STREET						
	CHICAGO, ILLINOIS 60607						

S-1



ALL STAIRS R/191'
 ATTENDANT BASK 23
 RESERVOIR 15
 TOTAL 38

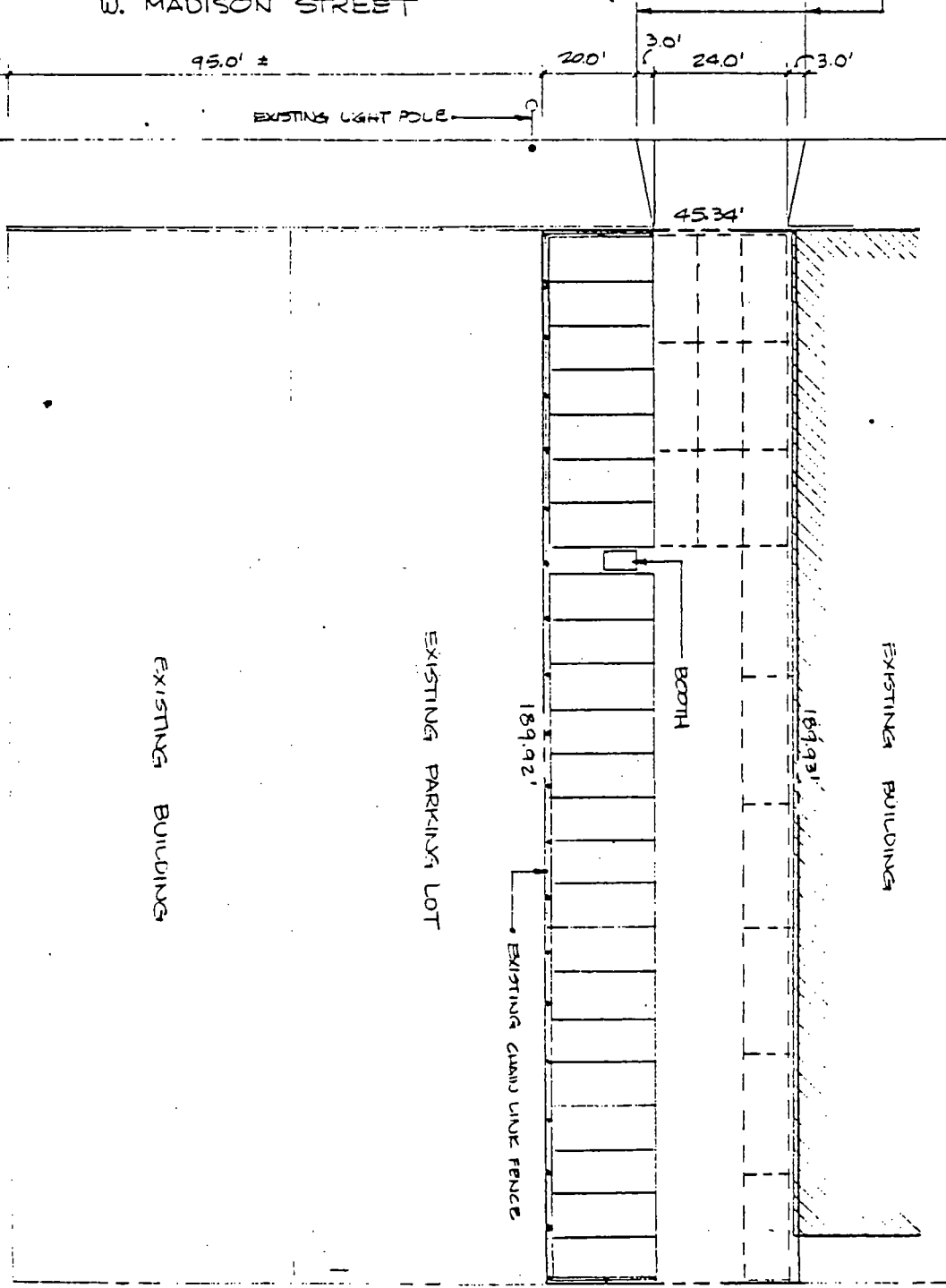
NEW DRIVEWAY TO
 MEET CITY OF
 CHICAGO STANDARDS

W. MADISON STREET

140' ± 95.0' ± 200' 30' 24.0' 73.0'

EXISTING LIGHT POLE

PARKING PLAN
 11' - 20' - 0"



EXISTING BUILDING

BOOTH

189.92'

EXISTING GUARD LINK FENCE

EXISTING PARKING LOT

EXISTING BUILDING

45.35'

W ARCADE PLACE

S. FRANKLIN STREET

JOB NO. 74422-7	DATE BY R/S	DATE BY	DATE BY	DATE BY
JOB 221-229 W MADISON STREET		CONRAD ASSOCIATES EAST		
PARKING LOT		189 W MADISON STREET CHICAGO, ILLINOIS 60607		
FOR GIBBERN PARKING CORP		5-28-82		
		SHEET 1 OF 1		

5-2

PLAN OF DEVELOPMENTCENTRAL AREA PARKING DISTRICTSTATEMENTS

1. The area delineated herein as "Central Area Parking District" consists of the property located at 60-68 West Van Buren Street, which totals approximately 9,952.96 square feet, or .23 acres of real property.

The attached Property Line Map identifies the property, which is held in trust by LaSalle National Bank, Trust No. 35906, dated December 30, 1966. General Parking Corporation is the sole beneficiary of the Trust.

2. The public parking facility shall be used for the parking of passenger cars, light vans and pickup trucks. No heavy commercial trucks shall be parked upon the said lot at any time.

APPLICANT: General Parking Corporation
222 West Adams Street
Chicago, Illinois 60606

DATE: June 8, 1982

3. Adequate drainage shall be provided so as to permit runoff to flow to an established City of Chicago sewer.

4. Adequate lighting will be maintained at the facility.

5. Ingress and egress will be provided by one driveway on West Van Buren Street and one driveway on South Federal Street. All driveways will comply with the Driveway Ordinance of the City of Chicago.

6. The parking facility will operate between 5:30 a.m. and 11:00 p.m. on weekdays, and 6:00 a.m. to 5:00 p.m. on Saturdays and Sundays. This time schedule may be extended by 90 minutes in the event of a special event or occasion.

7. The Applicant or its successors, assignees or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.

8. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.

APPLICANT: General Parking Corporation
222 West Adams Street
Chicago, Illinois

DATE: June 8, 1982

9. The permitted uses in the Property are set forth in the attached Table of Controls.

10. Business signs and business identification signs may be permitted within the Planned Development in accordance with the regulations applicable in a B7-7 zoning district.

11. The zoning classification of the subject property will revert to B7-7 following the termination of the use of the site as a parking facility.

12. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of the Plan of Development.

13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in relation to Planned Development Amendment" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: General Parking Corporation
222 West Adams Street
Chicago, Illinois

DATE: June 8, 1982

COMMERCIAL-MANUFACTURING PLANNED DEVELOPMENTUSE AND BULK REGULATIONS AND DATA

Net Site Area	9,952.96 sq. ft. .23 acres
Gross site Area = Net Site Area + Area of Public Street	16,701.95 sq. ft. = 9,952.96 sq. ft. + 6,748.99 sq. ft.
General Description of Land Use	Grade-level public parking facility
Maximum Number of Parking Spaces	52
Maximum Area of Business and Commercial Space	9,952.96 sq. ft.
Maximum F.A.R.	1.0
Maximum % of Land Covered	100%

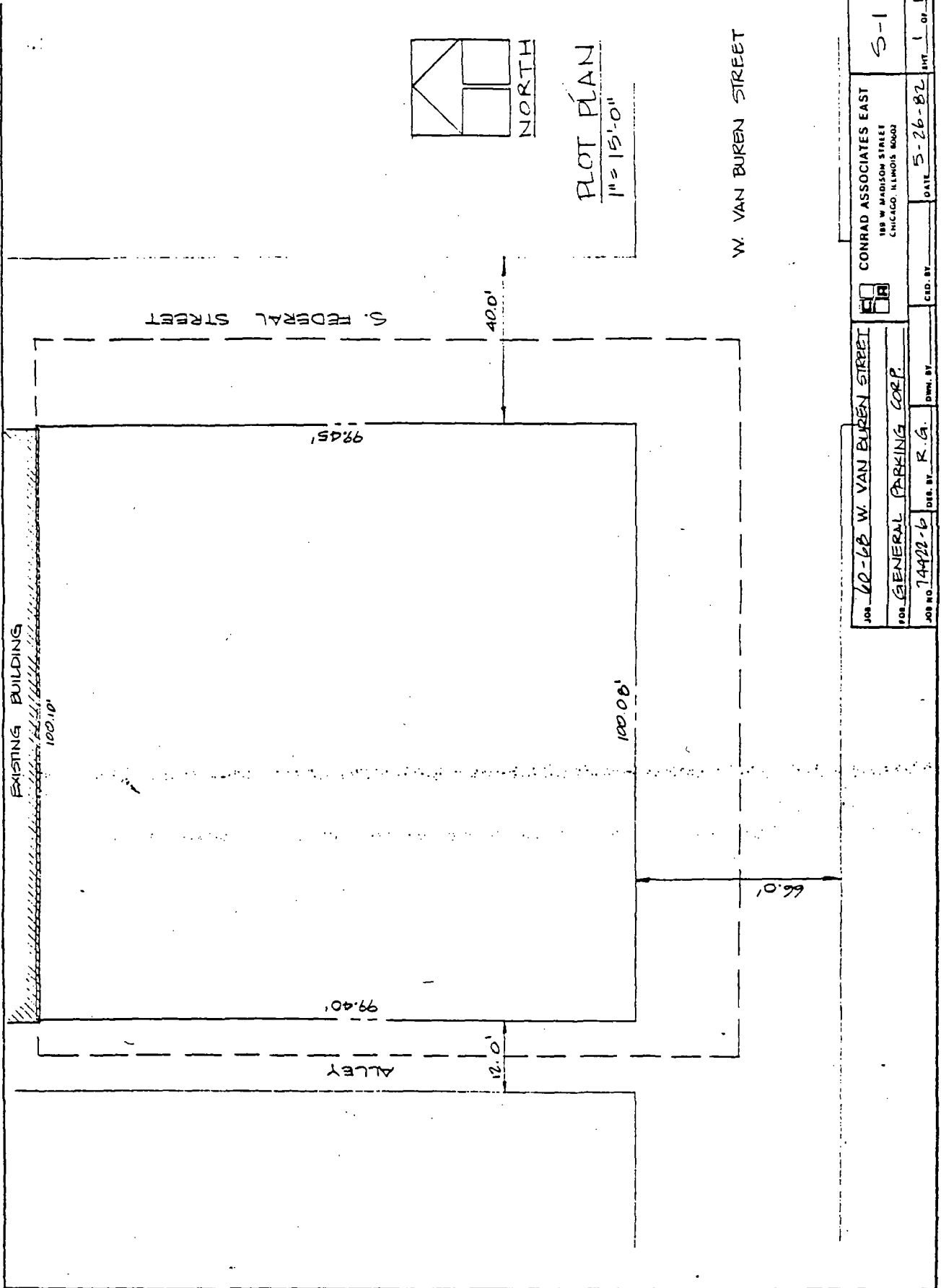
APPLICANT: General Parking Corporation
222 West Adams Street
Chicago, Illinois

DATE: June 8, 1982

October 6, 1982

UNFINISHED BUSINESS

12839



JOB NO. 60-68	W. VAN BUREN STREET	CONRAD ASSOCIATES EAST	S-1
100 GENERAL PARKING CORP.		188 W MADISON STREET CHICAGO, ILLINOIS 60604	
JOB NO. 74422-6	DES. BY R. G.	CED. BY	DATE 5-26-82
			SHEET 1 OF 1

RESIDENTIAL PLANNED DEVELOPMENT NO. 148, AS AMENDED

STATEMENTS

1. The area delineated hereon as "Residential Planned Development" is owned and controlled by the Department of Urban Renewal and constitutes Disposition Parcels 1 and R2 of the Evergreen-Sedgwick Redevelopment Project.
2. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, as shown below under "PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA."
3. All applicable official reviews, approvals or permits are required to be obtained by the Department of Urban Renewal or its successors upon conveyance of Evergreen-Sedgwick Redevelopment Disposition Parcels 1 and R-2.
4. Any dedication, vacation or closing to vehicular traffic of streets and alleys or easements or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successors and approval by the City Council.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and shall be in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 18' feet to provide ingress and egress for emergency vehicles.
6. Use of land in Sub Area A (Parcel 1) will consist of multi-family walk-up apartment buildings containing 84 one, two and three-bedroom apartments and related off-street parking and loading facilities and private recreational areas. Use of land in Sub Area B (Parcel R-2) will consist of multi-family walk-up apartment buildings containing 84 one, two, three, four-bedroom and handicapped apartments and related off-street parking and loading facilities and private recreational areas, and a community building.

Detailed information on the proposed uses and their relationship to the surrounding areas are shown on the attached maps, "Property Line Map and Rights-of-Way Adjustments", "Existing Zoning and Preferential Street System" "Generalized Land Use Plan" and the attached chart, "PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA."
7. Identification signs may be permitted within this Residential Planned Development, subject to the review and approval of the Commissioner of the Department of Planning.
8. The Plan of Development shall be in accord with the intent and purposes

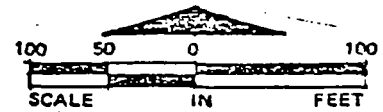
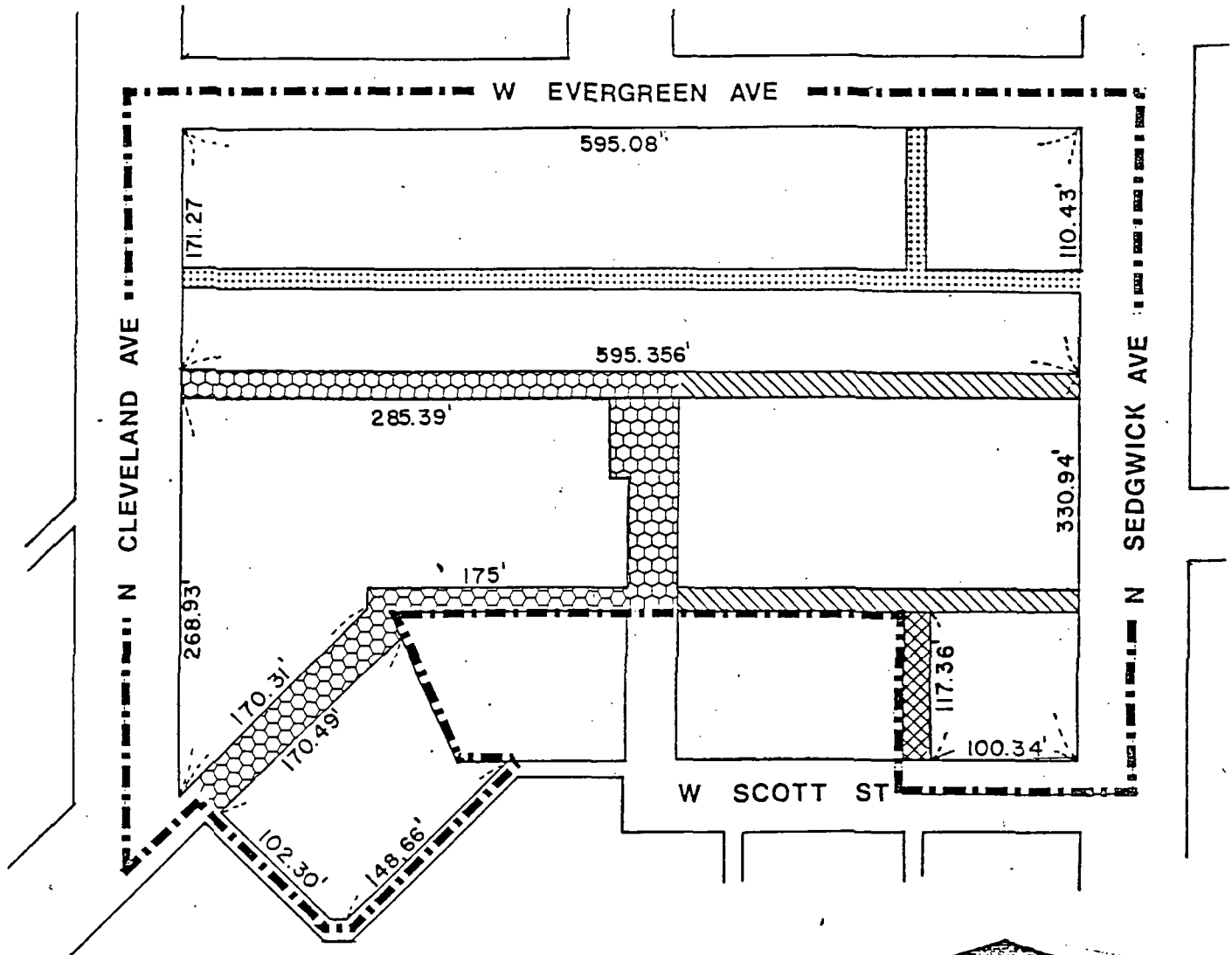
- 2 -

of the Chicago Zoning Ordinance and shall be subject to the "Rules, Regulations and procedures in Relation to Planned Developments," as adopted by the Commissioner of the Department of Planning.



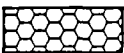


APPLICANT: DEPARTMENT OF URBAN RENEWAL

DATE: June 30, 1982

RESIDENTIAL PLANNED DEVELOPMENT, NO.148 AS AMENDED
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS

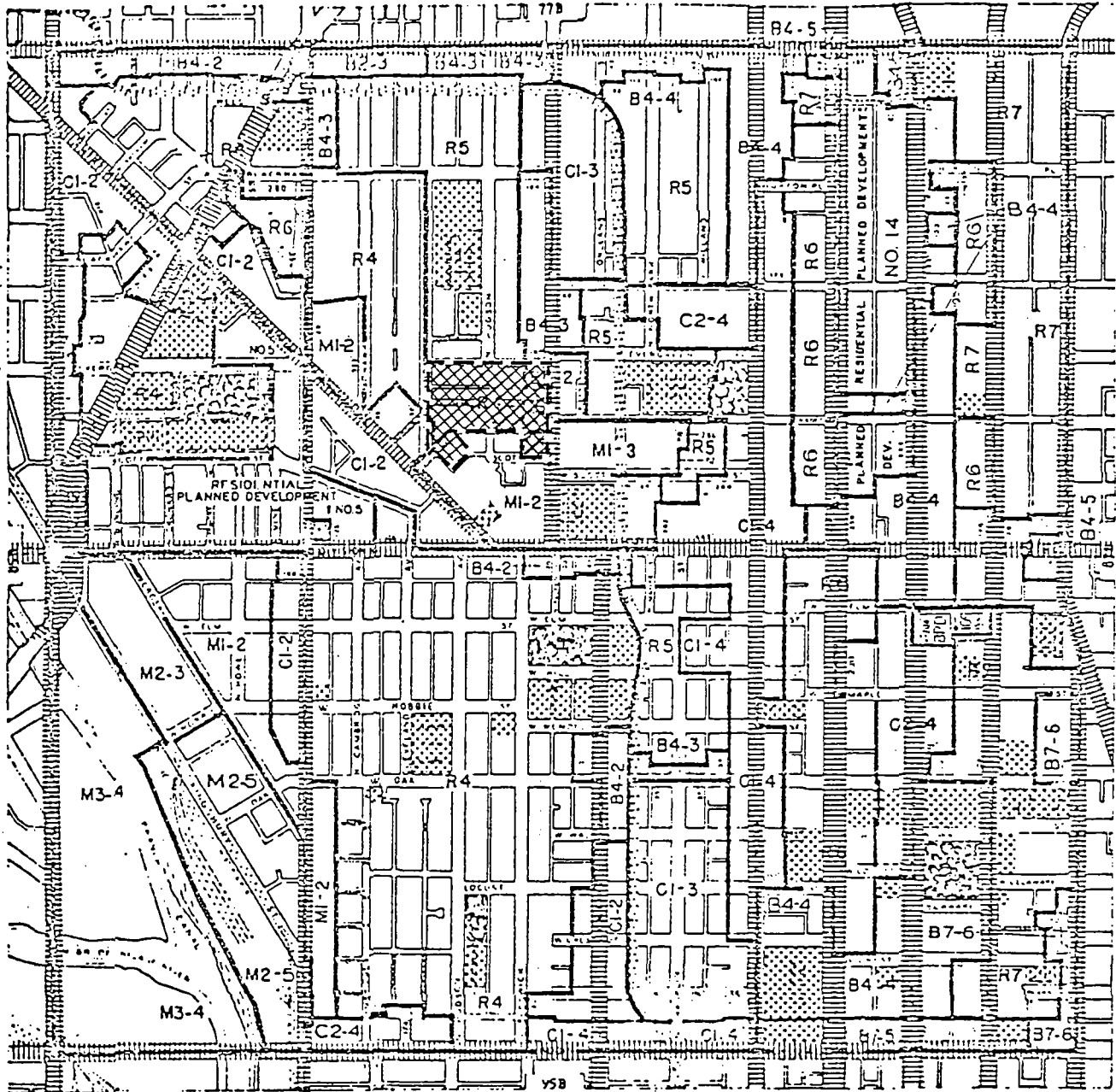


LEGEND







-  RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY
-  TO BE VACATED AS PUBLIC - OF - WAY
-  TO BE CLOSED TO VEHICULAR TRAFFIC
-  HERETOFORE CLOSED TO VEHICULAR TRAFFIC
-  HERETOFORE VACATED BY ORDINANCE

APPLICANT : DEPARTMENT OF URBAN RENEWAL CITY OF CHICAGO
 DATE : JUNE 30, 1982

RESIDENTIAL PLANNED DEVELOPMENT No. 148, AS AMENDED EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

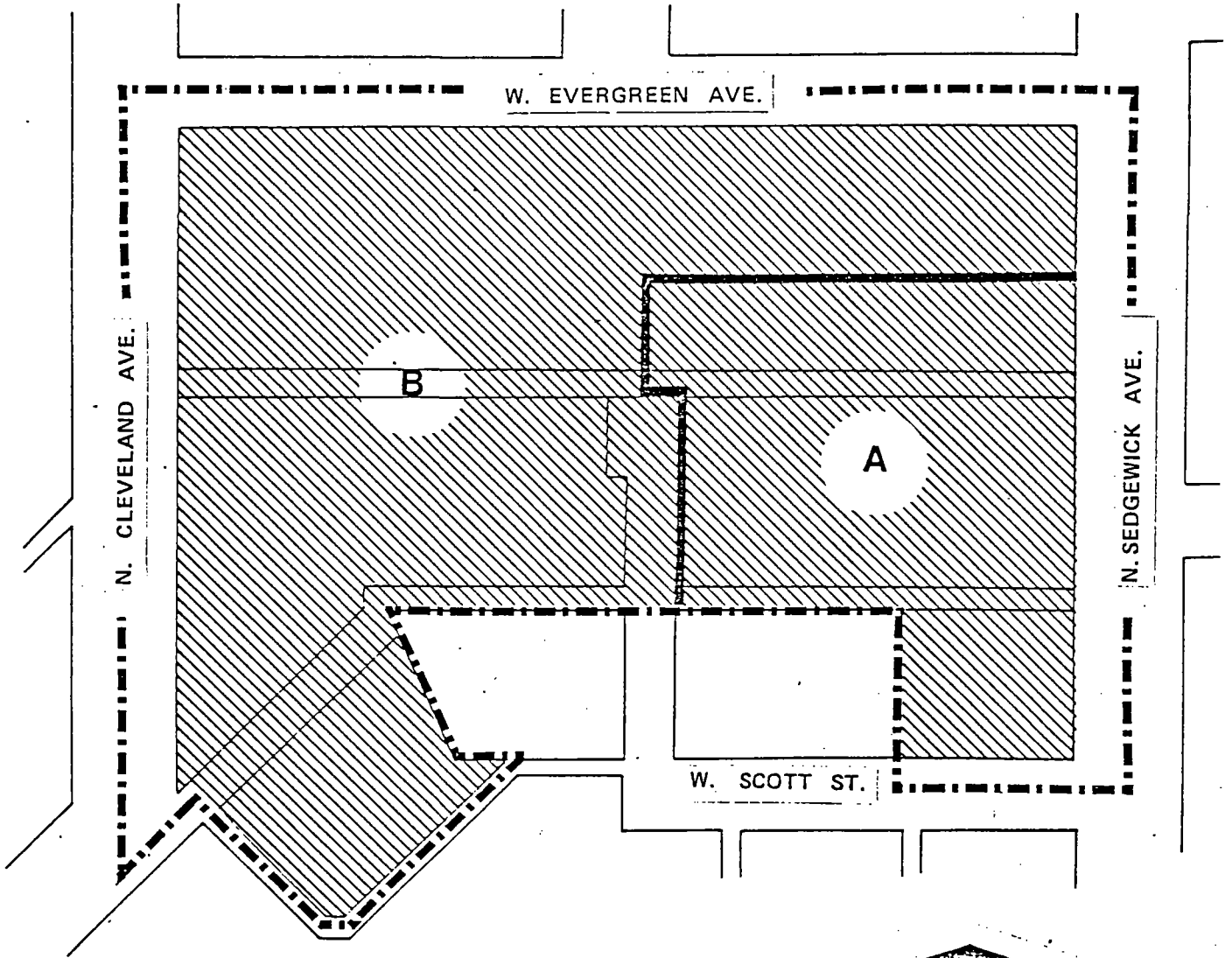
-  PROPOSED RESIDENTIAL PLANNED DEVELOPMENT
-  PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREETS
-  PARKS AND PLAYGROUNDS
-  PUBLIC AND QUASI-PUBLIC FACILITIES



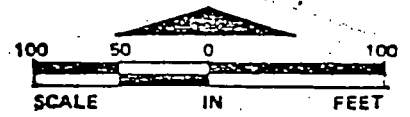
APPLICANT: DEPARTMENT OF URBAN RENEWAL CITY OF CHICAGO





DATE: JUNE 30, 1982.

RESIDENTIAL PLANNED DEVELOPMENT NO. 148, AS AMENDED
 GENERALIZED LAND USE PLAN



LEGEND



-  RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY
-  WALK-UP APARTMENT BUILDINGS, PRIVATE RECREATIONAL AREAS, WALKWAYS, OFF-STREET PARKING AND LOADING
-  SUB-AREA, DISPOSITION PARCEL No. 1
-  SUB-AREA, DISPOSITION PARCEL No. R-2

APPLICANT : DEPARTMENT OF URBAN RENEWAL CITY OF CHICAGO
 DATE : JUNE 30, 1982

PRESIDENTIAL PLANNED DEVELOPMENT NO. 148, AS AMENDED
 PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Sub Area	Net Site Area		General Description of Land Use	Maximum Number of Dwelling Units	Maximum Floor Area Ratio	Maximum Percentage of Land Covered	Minimum Number of Parking Spaces
	Sq. Ft.	Acres					
A	63,160	1.5	Walk-up apartment buildings, off-street parking and loading facilities related private recreation areas	84	1.5	35%	84
B	149,169	3.4	Walk-up apartment buildings, off-street parking and loading facilities related private recreation areas, and community building	84	0.7	21%	84
TOTAL	212,319	4.9		168	1.0	25%	168

GROSS SITE AREA = NET SITE AREA 212,329 sq. ft. or 4.9 acres +
 STREETS AND ALLEYS 73,531 sq. ft. or 1.7 acres =
 285,860 sq. ft. or 6.6 acres.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 0.9

MINIMUM NUMBER OF OFF-STREET PARKING SPACES FOR PROPOSED USES = 168

MINIMUM PERIPHERY SET BACKS:

EVERGREEN AVE. - 10' CLEVELAND AVE. - 10'
 SOUTHERLY BOUNDARY - 10' SEDGWICK ST. 5'

MINIMUM DISTANCES BETWEEN FACING WBUILDING WALLS WITH WINDOWS - 30'

MAXIMUM PERCENTAGE OF LAND COVERED FOR TOTAL NET SITE AREA: 19%

SETBACKS AND MINIMUM DISTANCES BETWEEN BUILDING REQUIREMENTS MAY BE ADUSTED WHERE NECESSARY FOR TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

MINIMUM LADING REQUIREMENTS: SUB AREA A - 2
 SUB AREA B - 3

APPLICANT: THE DEPARTMENT OF URBAN RENEWAL OF THE CITY OF CHICAGO

DATE: June 30, 1982

(Continued from page 12827)

—
Reclassification of Area Shown on Map No. 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial and B4-2 Restricted Service Districts symbols and indications as shown on Map No. 3-H in area bounded by

W. Rice Street; N. Hoyne Street; W. Chicago Avenue; a line 110 feet west of and parallel to N. Hoyne Street; a line 117 feet north of and parallel to W. Chicago Avenue; and a line 148.8 feet west of and parallel to N. Hoyne Street,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 3-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 R3 General Residence District symbols and indications as shown on Map No. 3-M in the area bounded by

W. Iowa Street; a line 50 feet east of and parallel to N. Austin Boulevard; the alley next south of and parallel to W. Iowa Street; and N. Austin Boulevard,

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 No. 4-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-H in the area bounded by

W. 21st Place; a line 109.4 feet east of and parallel to S. Damen Avenue (center line); the alley next south of and parallel to W. 21st Place; and S. Damen 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 full force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 5-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-J in the area bounded by

the alley south of W. Fullerton Avenue; N. Hamlin Avenue; a line 31.90 feet south of the alley next south of W. Fullerton Avenue; and the alley next west of N. Hamlin Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-F in the area bounded by

W. 29th Street; the alley next east of and parallel to S. Canal Street; a line 48.12 feet south of W. 29th Street; and S. Canal 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 No. 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 B1-1 Local Retail District symbols and indications as shown on Map No. 6-J in the area bounded by

a line 30 feet north of and parallel to W. 25th Street; S. Drake Avenue; W. 25th Street; and the alley next west of and parallel to S. Drake 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 No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the R5 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by

the alley next north of and parallel to W. Fullerton Avenue; the east right-of-way line of the C.T.A.; W. Fullerton Avenue; and the west right-of-way line of the C.T.A.,

to 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 full force and effect from and after its passage and due publication.

—
Reclassification of Area Shown on Map No. 7-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-I in area bounded by

a line 24 feet north of and parallel to W. Schubert Avenue; the alley next east of and parallel to N. Artesian Avenue; W. Schubert Avenue; and N. Artesian Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 9-G in area bounded by

W. Newport Avenue; the alley east of and parallel to N. Clark Street; a line 55.76 feet south of and parallel to W. Newport Avenue as measured along the east line of N. Clark Street; and N. Clark Street,

to those of a B3-4 General Retail District, and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 9-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-L in the area bounded by

a line 188.75 feet north of W. Cornelia Avenue; a line 158 feet east of N. Laramie Avenue; W. Cornelia Avenue; and N. Laramie 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 No. 13-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 13-J in the area bounded by

a line 325.50 feet south of W. Foster Avenue; a line 328.00 feet east of N. Pulaski Road; a line 383.50 feet south of W. Foster Avenue; a line 444.00 feet east of N. Pulaski Road; a line 458.00 feet south of W. Foster Avenue; a line 409.00 feet east of N. Pulaski Road; a line 808.00 feet south of W. Foster Avenue; and N. Pulaski Road,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

—

Reclassification of Area Shown on Map Nos. 14-F, 14-G, 16-F and 16-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 Business Planned Development No. 74 symbols and indications as shown on Map Nos. 14-F, 14-G, 16-F and 16-G in the area bounded by

W. 61st Street; the east line of the alley next east of and parallel to S. Halsted Street; the north line of W. 61st Place; the east line of S. Union Avenue; a line from a point 636.5 feet west of S. Wallace Street along the north line of the alley next north of and parallel to W. 62nd Street to a point 661.5 feet west of S. Wallace Street along the south line of the alley next north of and parallel to W. 62nd Street; a line 661.5 feet west of S. Wallace Street; the north line of W. Englewood Avenue; a line 605 feet 9 inches west of S. Wallace Street; a line from a point 605 feet 9 inches west of S. Wallace Street along the south line of W. Englewood Avenue to a point 357 feet 2 inches west of S. Wallace Street along the north line of W. 63rd Street; a line 357 feet 2 inches west of S. Wallace Street; the south line of W. 63rd Street; a line 359 feet west of S. Lowe Avenue; the north line of the alley next north of and parallel to W. 63rd Place; a line 309 feet west of S. Lowe Avenue; the south line of W. 63rd Place; a line 375.4 feet west of S. Lowe Avenue; the north line of the alley next north of and parallel to W. 64th Street; a line 374.4 feet west of S. Lowe Avenue; W. 64th Street; a line 391 feet west of S. Lowe Avenue; a line 243 feet south of W. 64th Street; a line 438 feet west of S. Lowe Avenue; the south line of W. 65th Street; the east line of S. Union Avenue; the south line of the alley next south of and parallel to W. 65th Street; the east line of S. Emerald Avenue; a line 225 feet south of W. 65th Street; the east line of the alley next east of and parallel to S. Halsted Street; W. 66th Street; the west line of the alley next west of and parallel to S. Halsted Street; the south line of W. 65th Street; the west line of S. Green Street; the south line of W. 64th Street; the west line of S. Peoria Street; a line 180.65 feet north of W. 64th Street; the west line of S. Sangamon Street; the south line of W. 63rd Street; S. Morgan Street; a line 125 feet north of W. 63rd Street; the west line of the alley next west of and parallel to S. Sangamon Street; a line 248 feet south of W. 62nd Street; the west line of S. Sangamon Street; a line 302.62 feet south of W. 61st Street; the west line of the alley next west of and parallel to S. Peoria Street; a line 248.7 feet south of W. 61st Street; S. Peoria Street; a line 287.40 feet north of W. 62nd Street; and the west line of the alley next west of and parallel to S. Halsted Street or the line thereof if extended where no alley exists,

to the designation of Business Planned Development No. 74, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 12851 thru 12857 of this Journal.]

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

—
Reclassification of Area Shown on Map No. 15-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 15-G in the area bounded by

W. Sheridan Road; N. Sheridan Road; a line 85.5 feet south of and parallel to W. Sheridan Road; and the alley next west of N. Sheridan Road;

to those of an R6 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 Nos. 16-I and 16-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map Nos. 16-I and 16-J in the area bounded by

W. Marquette Road; S. California Avenue; W. 71st Street; and S. Central Park Avenue (west side of Grand Trunk and Western Railroad),

to those of an R1 Single-Family Residence District, and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 16-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 B2-1 and B2-2 Restricted Retail District symbols and indications as shown on Map No. 16-J in the area bounded by

W. 63rd Street; S. Western Avenue; W. 64th Street; and the alley next west of S. Western Avenue, or the line thereof extended where no such alley exists,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

(Continued on page 12858)

PLAN OF DEVELOPMENTBUSINESS PLANNED DEVELOPMENT NO. 74, AS AMENDEDSTATEMENTS

1. The area delineated hereon as "Business Planned Development No. 74, As Amended" is under the single ownership or control of the City of Chicago as follows:

Sub-Area "A" Includes parcels in private and public ownership, within the Central Englewood Urban Renewal Project area, all of which are controlled by the City of Chicago (Department of Urban Renewal), all subject to the Central Englewood Urban Renewal Plan controls. The Urban Renewal Plan was originally approved by the City Council on July 8, 1964, and amended. The most recent amendment to the Urban Renewal Plan was approved by the City Council on March 19, 1982.

Sub-Area "B" Includes areas that were City of Chicago (Bureau of Parking) lots and Central Englewood Urban Renewal Disposition Parcels P-1, 2-15 owned by the City of Chicago (Department of Urban Renewal), and subject to the Central Englewood Urban Renewal Plan controls.

Sub-Area "C" Central Englewood Urban Renewal Disposition Parcels R-1, 2-5 owned by the City of Chicago (Department of Urban Renewal), and subject to the Central Englewood Urban Renewal Plan controls.

Sub-Area "D" Central Englewood Urban Renewal Disposition Parcel I-1, owned by the City of Chicago (Department of Urban Renewal), and conveyed to the Bethel Lutheran Church of Englewood and subject to the Central Englewood Urban Renewal Plan controls.

2. Off-street parking facilities shall be provided in compliance with this Plan of Development as authorized by the R4 General Residence District, and the B3 General Retail District classification of the Chicago Zoning Ordinance.

- 2 -

3. Any dedication, vacation, opening or closing of streets or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal and approved by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the following:
 - Sub-Area "A" The individual private owner of the property and the Department of Urban Renewal or successor.
 - Sub-Area "B" Department of Urban Renewal or, its successor as owners of Central Englewood Urban Renewal Disposition Parcels P-1, 2-15, and parcels formerly controlled by the City of Chicago, Bureau of Parking.
 - Sub-Area "C" Department of Urban Renewal or its successor upon conveyance of Central Englewood Urban Renewal Disposition Parcels R-1, 2-5.
 - Sub-Area "D" Bethel Lutheran Church of Englewood.
5. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 24 feet to provide ingress and egress for emergency vehicles.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas.
7. Use of land will consist of retail business, service, and auxiliary uses, residential and institutional uses in accord with the Redevelopment Plan for the Central Englewood Urban Renewal Plan, and as authorized by the Chicago Zoning Ordinance.
8. The following information sets forth data concerning the property included in said Planned Development and data concerning a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance as related to a B3 General Retail District classification and to an R4 General Residence District and with the regulations hereby applicable thereto.

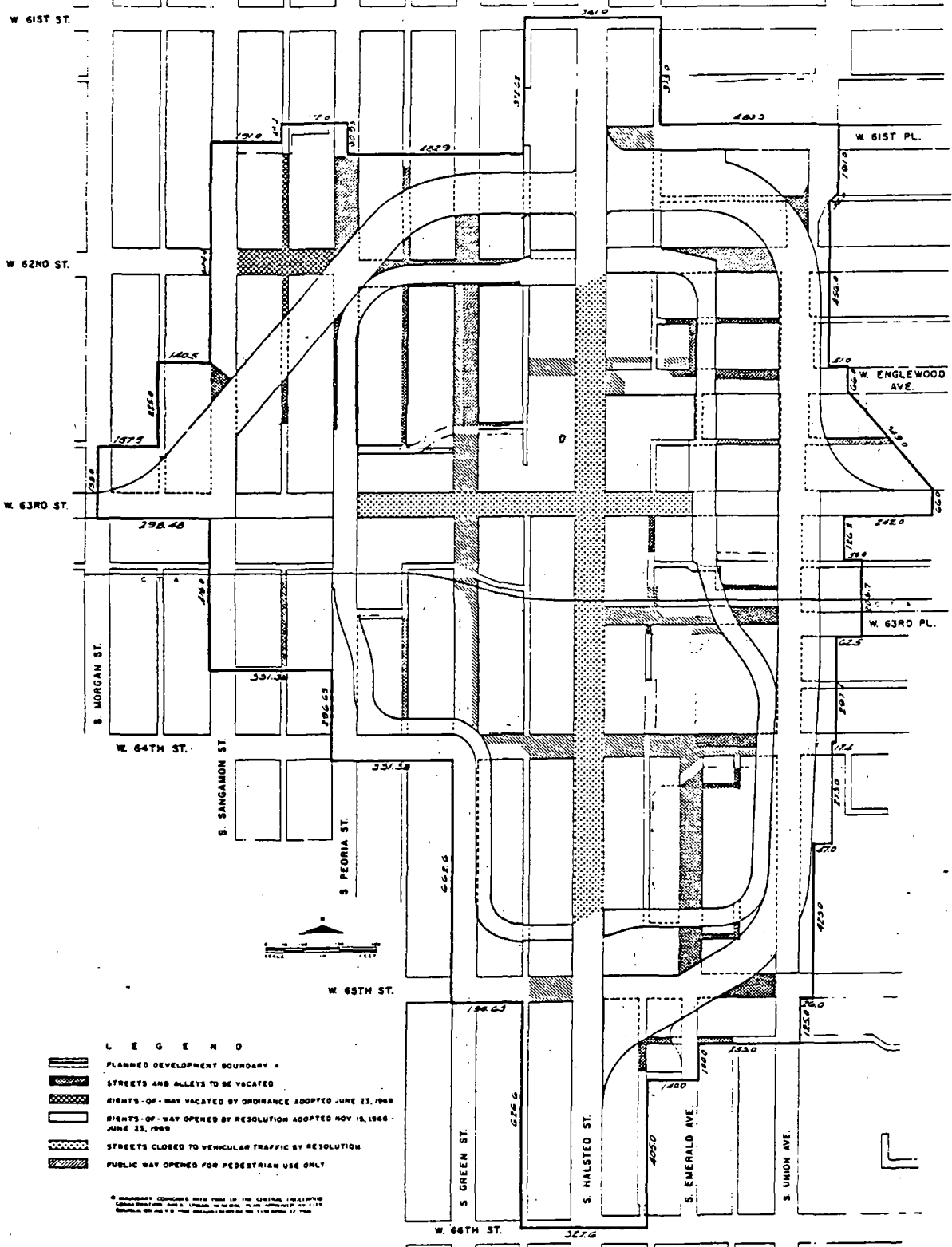
- 3 -

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Developments," as adopted by the Commissioner of Planning.
10. All plans for construction herein shall be reviewed and approved by the Department of Planning prior to the issuance of a building permit by the Department of Inspectional Services.

APPLICANT: DEPARTMENT OF URBAN RENEWAL OF THE CITY OF CHICAGO

DATE: June 30, 1982

BUSINESS PLANNED DEVELOPMENT No. 74, AS AMENDED PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS



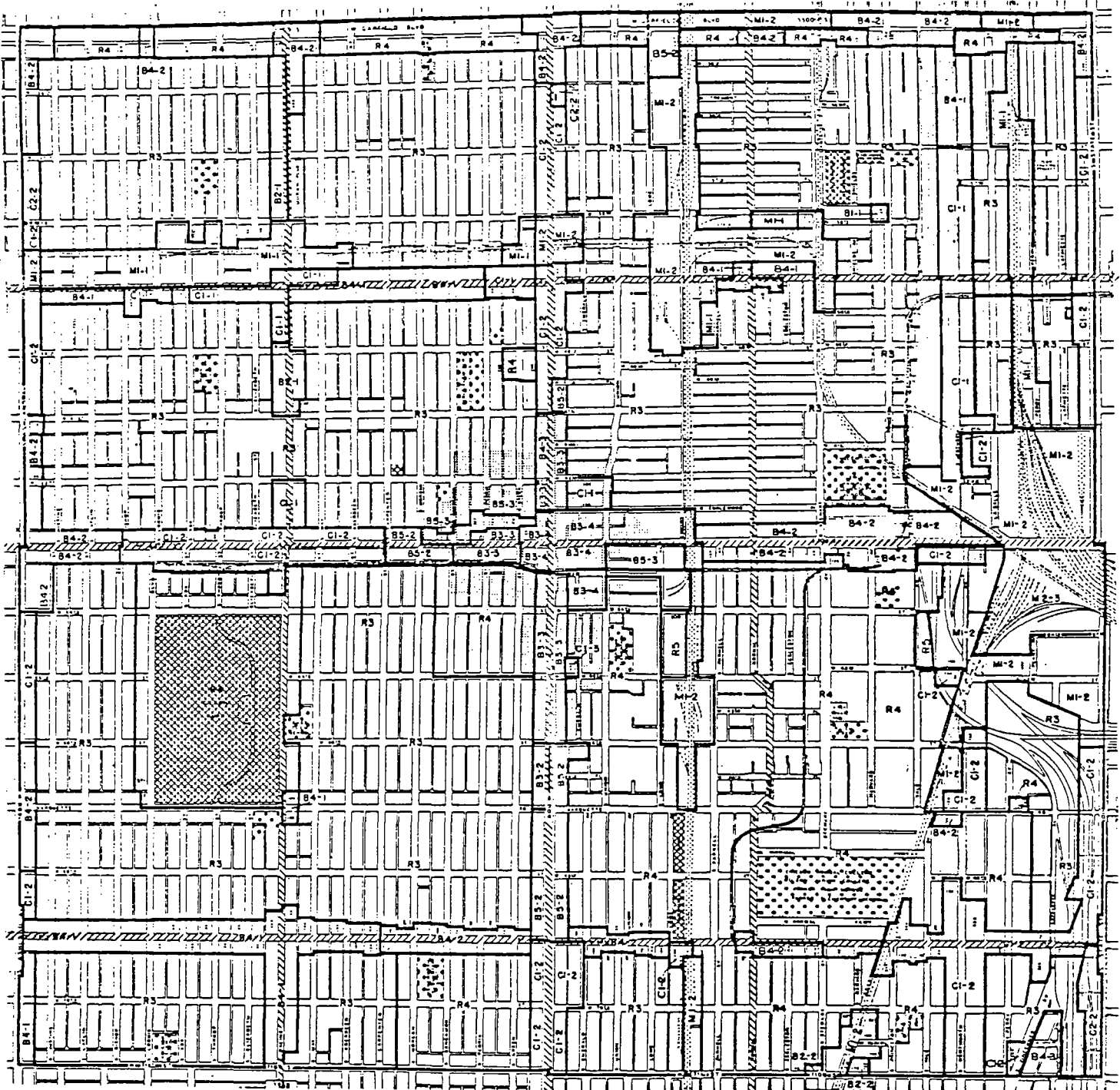
- LEGEND**
- PLANNED DEVELOPMENT BOUNDARY
 - STREETS AND ALLEYS TO BE VACATED
 - RIGHTS-OF-WAY OPENED BY ORDINANCE ADOPTED JUNE 23, 1969
 - RIGHTS-OF-WAY OPENED BY RESOLUTION ADOPTED NOV 15, 1966 - JUNE 23, 1969
 - STREETS CLOSED TO VEHICULAR TRAFFIC BY RESOLUTION
 - PUBLIC WAY OPENED FOR PEDESTRIAN USE ONLY






© SUBMITTER'S CONSENT: THIS PLAN IS THE ORIGINAL (UNALTERED) COPY. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE CITY OF CHICAGO. THIS PLAN IS THE ORIGINAL COPY AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CITY OF CHICAGO.

APPLICANT: DEPARTMENT OF URBAN RENEWAL CITY OF CHICAGO
 DATE: JUNE 30, 1982

BUSINESS PLANNED DEVELOPMENT No. 74, AS AMENDED

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



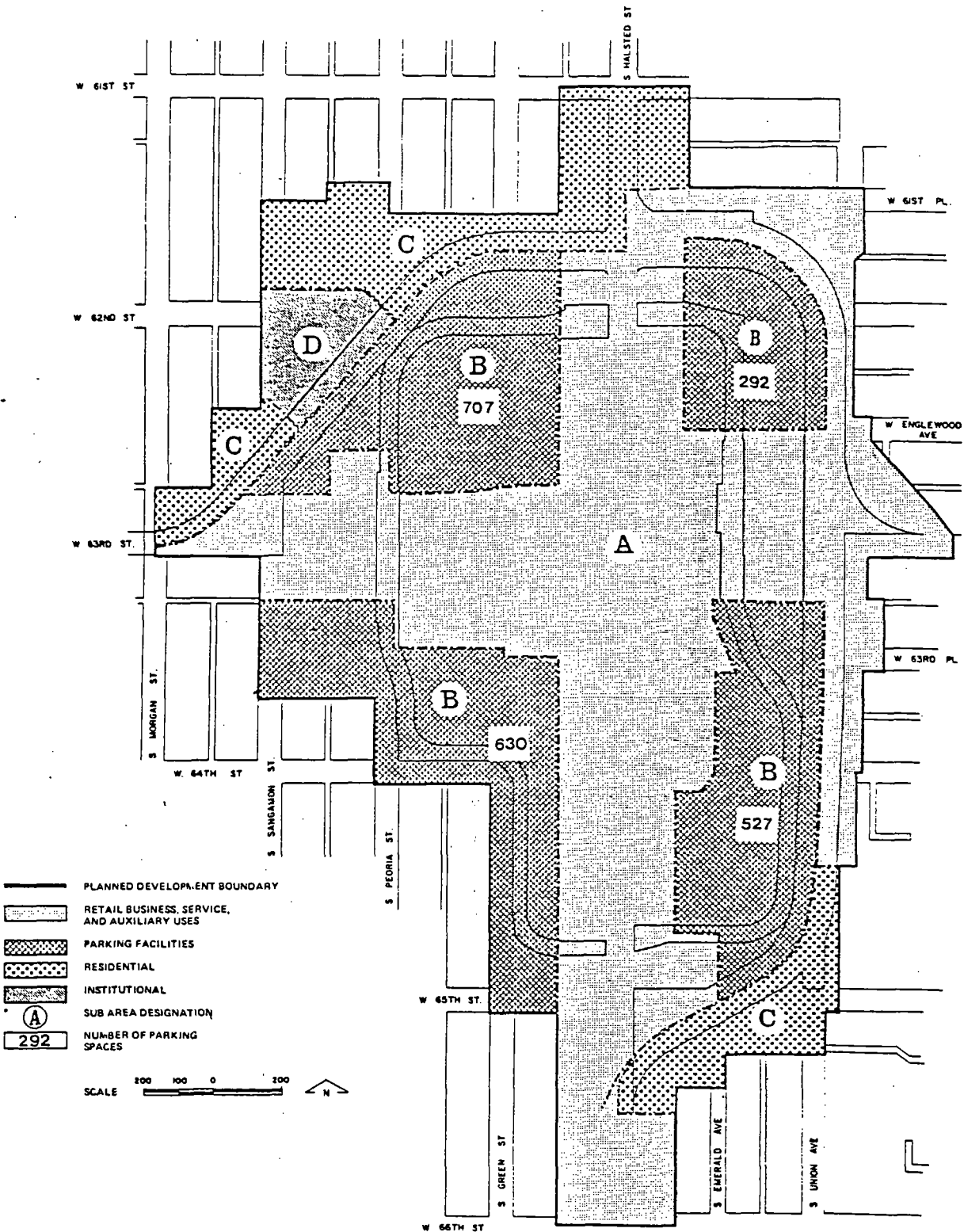
-  PROPOSED BUSINESS PLANNED DEVELOPMENT
-  ZONING BOUNDARY
-  PARKS, PLAYGROUNDS
-  PUBLIC AND QUASI-PUBLIC FACILITIES
-  PREFERENTIAL STREETS

APPLICANT : DEPARTMENT OF URBAN RENEWAL CITY OF CHICAGO

DATE : JUNE 30, 1982



BUSINESS PLANNED DEVELOPMENT No. 74, AS AMENDED
GENERALIZED LAND USE PLAN



BUSINESS PLANNED DEVELOPMENT NO. 74, AS AMENDED

PLANNED DEVELOPMENT USE AND BULK REGULATIONS

Sub-Area	Net Site Area		General Description of Land Use & Type	Maximum F.A.R.	Maximum % of Land Covered
	Square Feet	Acres			
A	840,136	19.3	Retail business and service, and auxiliary uses.	5.0	100
B	856,000	19.7	Grade level parking	0.5	10
C	284,056	6.5	Residential	1.2	40
D	57,922	1.3	Institutional	1.2	40
Total	2,038,114	46.8			

Gross Site Area = Net Site Area (46.8 acres) plus area of public streets and alleys (39.5 acres) = 86.3 acres

Maximum F.A.R. (for total net site area) = 5.0

Minimum number of off-street parking spaces for residential uses -
1 space per dwelling or efficiency unit.

Minimum number of off-street parking spaces for business uses: 2,156

Off-street loading spaces shall be provided as authorized by the B3-4 General Retail District classification of the Chicago Zoning Ordinance.

Minimum Periphery Setbacks for Residential and/or Institutional:

Boundary 20 feet
Front Yard 12 feet
Side Yard 8 feet

Minimum distance between Residential and/or Institutional buildings:
20 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

Maximum % of land covered: 40% (for total Net Site Area)

APPLICANT: DEPARTMENT OF URBAN RENEWAL OF THE CITY OF CHICAGO

DATE: June 30, 1982

(Continued from page 12850)

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

—
Reclassification of Area Shown on Map No. 19-1.

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 and R3 General Residence District symbols and indications as shown on Map No. 19-1 in the area bounded by

a line 409.3 feet south of and parallel to W. Jarvis Avenue; N. Western Avenue; a line 609.02 feet south of and parallel to W. Jarvis Avenue; a line 120.09 feet west of and parallel to N. Western Avenue; a line 705.02 feet south of and parallel to W. Jarvis Avenue; and a line 378.3 feet west of and parallel to N. Western Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 24-C.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 24-C in the area bounded by

a line from a point 1,129 feet east of the center line of S. Stony Island Avenue (extension) and 1,243.14 feet north of the center line of E. 103rd Street, to a point 1,448.76 feet east of the center line of S. Stony Island Avenue (extension) and 270.14 feet north of the center line of E. 103rd Street; a line 270.14 feet north of the center line of E. 103rd Street; a line 1,002.36 feet east of the center line of S. Stony Island Avenue (extension); the easterly right-of-way line of S. Stony Island Avenue (Frontage Road); and a line from a point 260.38 feet east of the center line of S. Stony Island Avenue (extension) and 952.58 feet north of the center line of E. 103rd Street, to a point 1,129 feet east of the center line of S. Stony Island Avenue (extension), and 1,243.14 feet north of the center line of E. 103rd Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 12859 thru 12863
of this Journal.]

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

(Continued on page 12864)

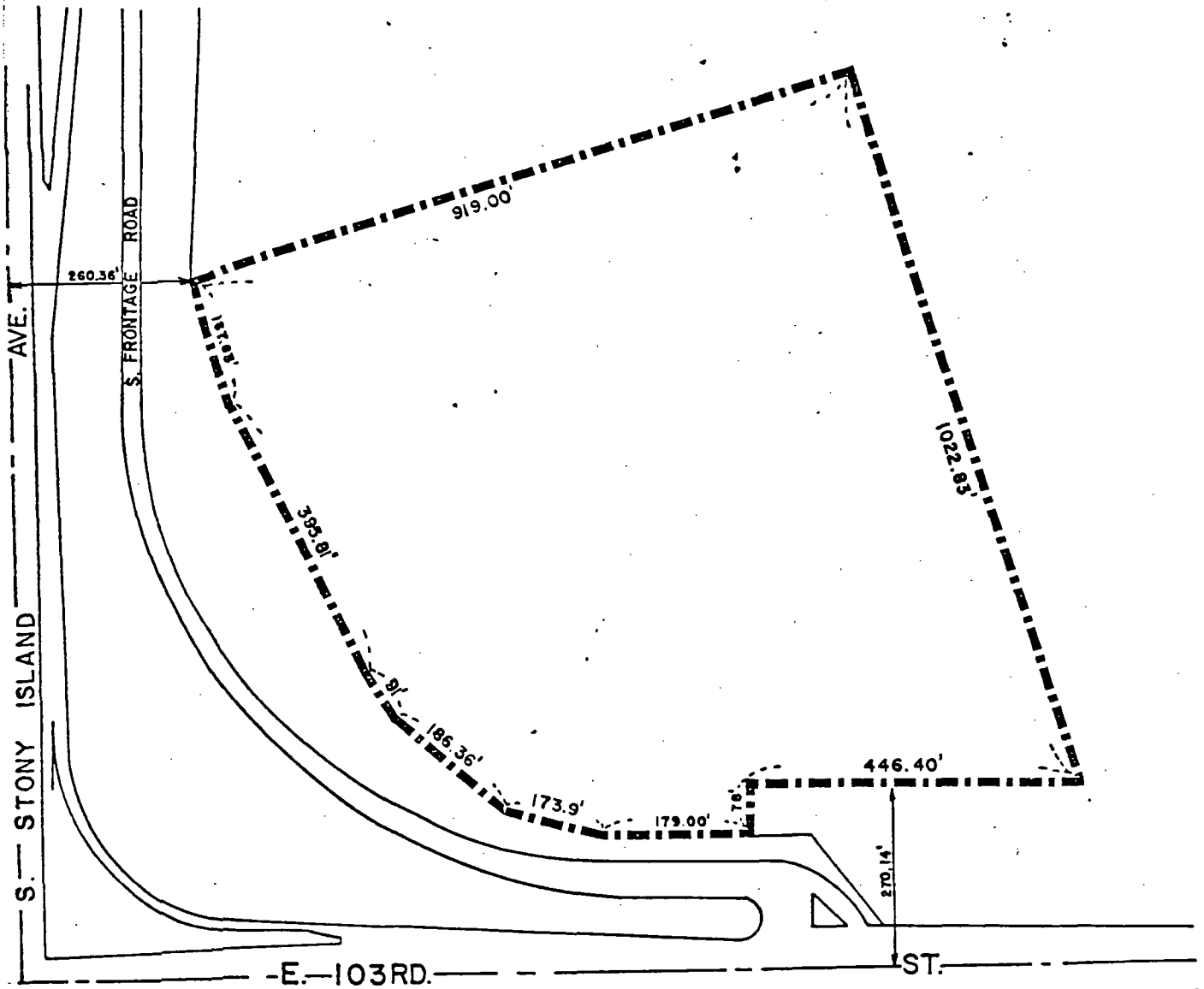
PLAN OF DEVELOPMENT
BUSINESS PLANNED DEVELOPMENT

1. The area delineated herein as Business Planned Development is owned or controlled by the Chicago Transit Authority.
2. Any public way or service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress or egress for motor vehicles including emergency vehicles. There shall be no parking in any such paved areas.
3. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development, subject to the review and approval of the Commissioner of the Department of Planning..
4. The applicant, the Chicago Transit Authority is required to obtain all applicable official reviews, approvals or permits.
5. Any dedication or vacation of streets and alleys, release of easements, or adjustments of rights-of-way shall require a separate submittal on behalf of the Chicago Transit Authority.
6. Uses of the area delineated as Business Planned Development will consist of a parking garage for the buses, and the activities attendant to the operation and administration of such a garage in conformance with the M3-3 Heavy Manufacturing District performance standards, and the parking of employees' private passenger automobiles.
7. Identification and other necessary signs may be permitted, subject to review of and approval by the Department of Planning and the Department of Inspectional Services.
8. The following information sets forth data concerning the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
9. The Plan of Development attached hereto shall be subject to the "Rules, Regulations, and Procedures in relation to Planned Development Amendments," as promulgated by the Commissioner of the Department of Planning.

APPLICANT: CHICAGO TRANSIT AUTHORITY

DATE: JULY 15, 1982

BUSINESS PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



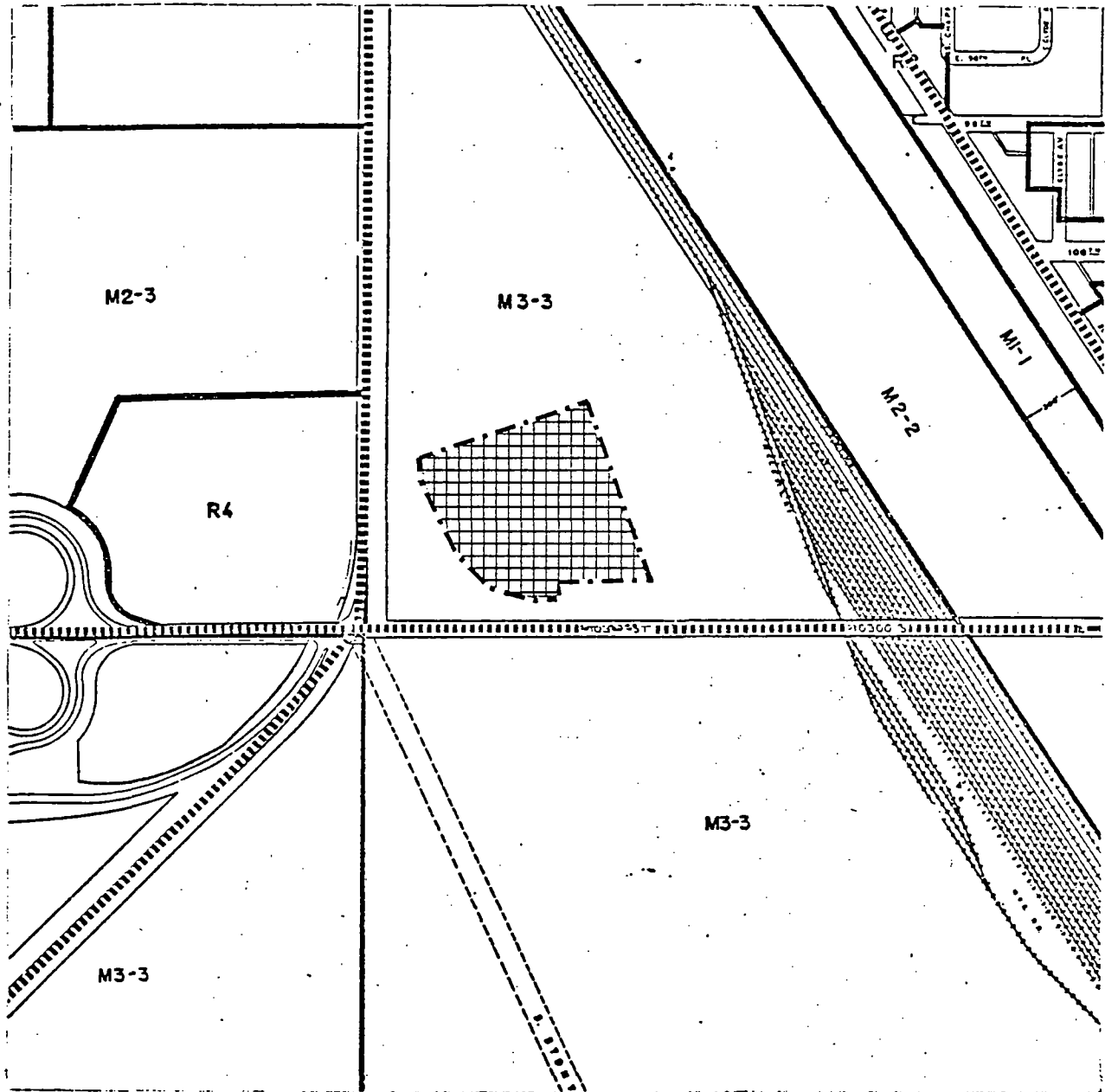
LEGEND

----- PLANNED DEVELOPMENT BOUNDARY



APPLICANT: CHICAGO TRANSIT AUTHORITY
 DATE: JULY 15, 1982

BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



BUSINESS PLANNED DEVELOPMENT



ZONING DISTRICT BOUNDARIES



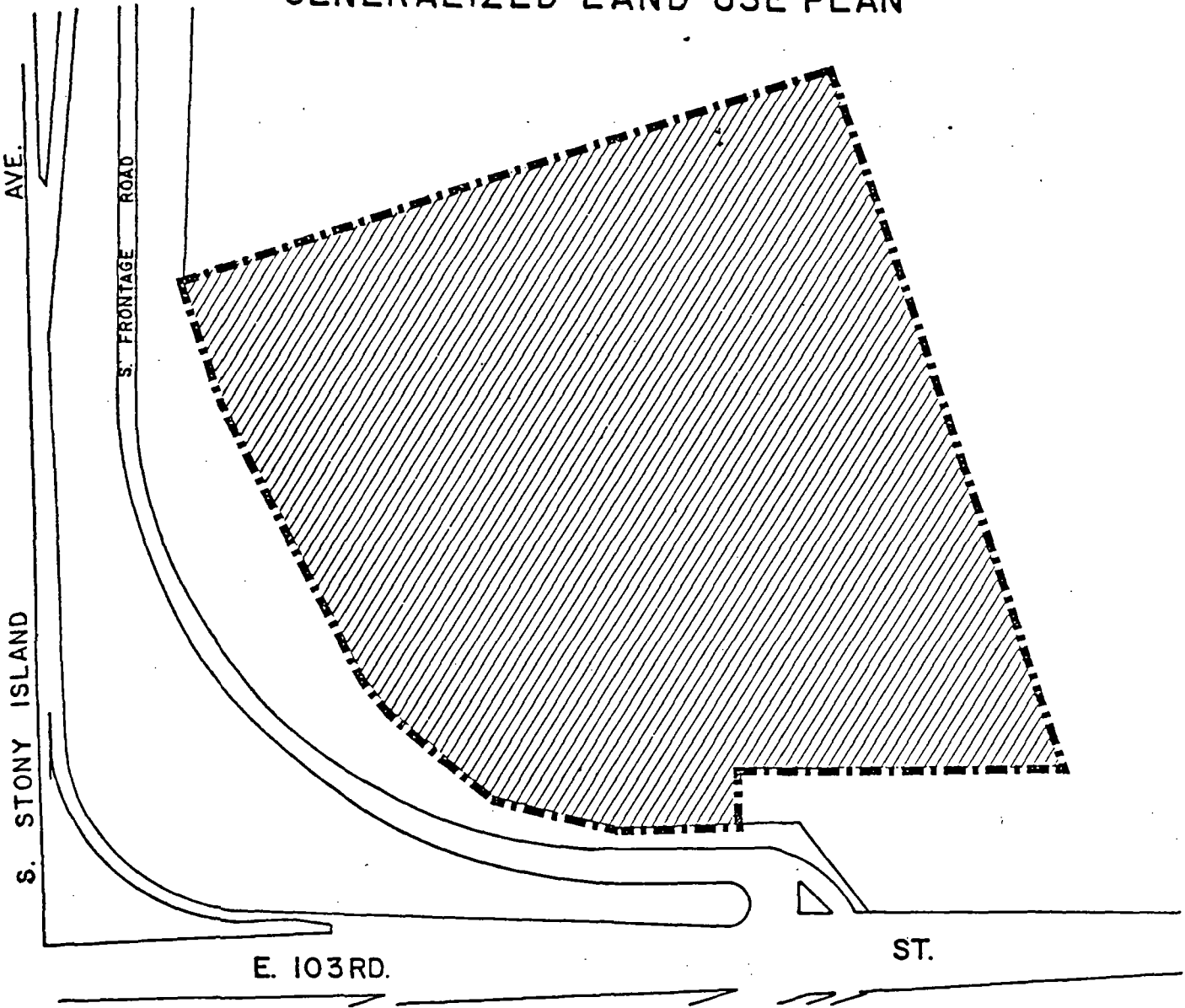
PREFERENTIAL STREET SYSTEM




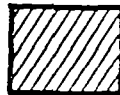
APPLICANT: CHICAGO TRANSIT AUTHORITY

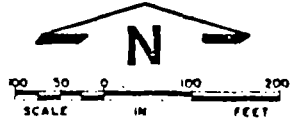
DATE: JULY 15, 1982

BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

-  PLANNED DEVELOPMENT BOUNDARY
-  PARKING GARAGE FOR C.T.A. BUSESSES, RELATED OPERATIONAL & ADMINISTRATIVE USES AND OFF-STREET PARKING (EMPLOYEES AUTO PARKING).



APPLICANT : CHICAGO TRANSIT AUTHORITY
 DATE : JULY 15, 1982

BUSINESS PLANNED DEVELOPMENT
 PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area		General Description of Land Uses	Maximum Floor Area Ratio	Maximum Percentage of Land Coverage
Square Feet	Acres			
809,562	18.58	Parking garage for buses, the activities attendant to the operation and administration of such a garage, and off-street employee parking.	0.5	50%

GROSS SITE AREA EQUALS Net Site Area 809,562 s.f.

18.58 Acres

Number of Employees: Maximum in one shift including Bus Drivers, Mechanics and administrative personnel 350

OFF-STREET PARKING: Maximum number of off-street parking spaces 250

OFF-STREET LOADING: Off-Street Loading will take place within the proposed structure

MINIMUM PERIPHERY SETBACKS:

East 103rd Street	140 ft.
South Stony Island Frontage Road	100 ft.
North Property Line	40 ft.
East Property Line	40 ft.

APPLICANT: CHICAGO TRANSIT AUTHORITY

DATE: JULY 15, 1981

(Continued from page 12858)

**Issuance of Permit Authorized for Erection of
Illuminated Sign.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of Proceedings of September 15, 1982, page 12231, recommending that the City Council pass a proposed order to authorize the issuance of a permit for the erection and maintenance of an illuminated sign.

On motion of Alderman Vrdolyak the said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

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 Inspectional Services is hereby directed to issue a permit to A-M Carson Sign Company, No. 10 E. Sauk Trail, South Chicago Heights, Illinois, for the installation of an illuminated sign, 20' 0" x 20' 0" in dimension, to project over the sidewalk at No. 4942 N. Milwaukee Avenue -McDonald's Restaurant.

Said permit shall be issued and the work therein authorized shall be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of illuminated signs of this character.

Failed to Pass--PROPOSED ORDINANCES FOR AMENDMENT OF
CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.
(Adverse Committee Recommendations).

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of September 15, 1982, page 12230 recommending that the City Council *Do Not Pass* two proposed ordinances (under separate committee reports), for amendment of the Chicago Zoning Ordinance to reclassify particular areas.

Alderman Vrdolyak moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance thereupon became: "*Shall the proposed ordinance Pass, notwithstanding the Committee's adverse recommendations?*" and the several questions being so put, *each* of the said proposed ordinances *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

Nays--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--48.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Said proposed ordinances which Failed to Pass proposed to amend the Chicago Zoning Ordinance to reclassify particular areas, and are summarized as follows:

Reclassification of Area Shown on Map No. 6-F.

An ordinance to classify as a C1-2 Restricted Commercial District instead of an R3 General Residence District, the area bounded by

W. 25th Place; a line 75 feet east of and parallel to S. Wallace Avenue; the alley next south of and parallel to W. 25th Place; and S. Wallace Avenue (Map No. 6-F).

Reclassification of Area Shown on Map No. 6-J.

An ordinance to classify as a B5-2 General Service District instead of an R4 General Residence District, the area bounded by

a line 208 feet north of W. 26th Street; S. Ridgeway Avenue; a line 123 feet north of W. 26th Street; and the alley west of S. Ridgeway Avenue (Map No. 6-J).

Re-Referred--PROPOSED ORDINANCE AMENDING THE CHICAGO ZONING ORDINANCE TO RECLASSIFY A PARTICULAR AREA SHOWN ON MAP NO. 12-C.

Alderman Vrdolyak moved to *re-refer to the Committee on Buildings and Zoning* a proposed ordinance amending the Chicago Zoning Ordinance to reclassify a particular area shown on Map No. 12-C.

The motion *Prevailed*.

MISCELLANEOUS BUSINESS.

WOMAN OF THE YEAR AWARD PRESENTED TO MAYOR JANE M. BYRNE.

At this point in the proceedings, Alderman Hagopian requested leave of the Chair to make an award presentation at the podium. Leave being granted, Aldermen Hagopian, Martinez and Mell, on behalf of the Greater North Pulaski Development Corporation (GNPDC), presented Mayor Jane M. Byrne with the organization's Woman of the Year award. In introducing the award, Alderman Hagopian noted that the GNPDC, an organization representing commerce and industry in a neighborhood encompassing 200,000 citizens, felt that the Mayor was unequalled in helping to bring new jobs to, as well as keeping existing jobs in the area.

After expressing her appreciation for the recognition accorded her, Mayor Byrne informed those assembled that recent meetings with representatives of Schwinn Bicycle Co. resulted in their commitment to remain in Chicago and perhaps even expand their facilities here rather than moving part of their operation to Ohio. The Mayor was warmly applauded.

Presence of Visitors Noted.

Honorable Jane M. Byrne, Mayor, called the Council's attention to the presence of a group of students from New Trier High School.

The students were warmly welcomed and the Mayor invited them to attend future meetings.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon 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 regular meeting held on Wednesday, the sixth (6th) day of October, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the fifteenth (15th) day of October, 1982, at 2:00 P.M. in the Council Chamber in the City Hall.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--48.

Nays--None.

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 Friday, October 15, 1982, at 2:00 P.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.