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

Regular Meeting—Monday, September 14, 1981

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone.

Absent--Aldermen Madrzyk, Nardulli, Rittenberg, Pucinski.

Call to Order.

On Monday, September 14, 1981 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Quorum present.

On motion of Alderman Clewis it was ordered noted in the Journal that Alderman Pucinski was absent due to official business in Washington, D.C.

Invocation

Alderman George J. Hagopian, 30th Ward, opened the meeting with prayer.

**Appreciation Extended to Maggie Daly for Many Years
of Outstanding Work.**

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

WHEREAS, Maggie Daly, an outstanding writer, columnist and television commentator after 21 years and 5,000 columns penned her final edition in the Chicago Tribune on July 31, 1981; and

WHEREAS, Maggie Daly of Irish birth and a member of a successful family of sisters who are all gifted in the literary field and whose life story was set forth in Life Magazine in 1949; and

WHEREAS, Maggie Daly because of her outstanding work as a commentator, writer and as a participant in various charitable causes in our City was named the "Outstanding Woman of the Year" in 1955; and

WHEREAS, Maggie Daly's literary ability has been recognized, particularly as the author of two books, "Guide to Charm" and "Kate Brennan" and as a writer for the Ladies Home Journal; and

WHEREAS, Maggie Daly is also recognized as a lecturer with W. Colston Leigh throughout the United States; was hostess of the "Maggie Daly Show" for a period of two years, and was a member of Jim Conway Show on television for over seven years, whose charm, intellect, courage and tenacity to continue her work was applauded by the citizenry of Chicago; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this 14th day of September, 1981 hereby extend their appreciation to Maggie Daly for the many years of outstanding work that she has rendered and for her untiring efforts to bring fame and glory to the people of the City of Chicago

and we do hereby extend to her our best wishes and we look forward to having her with us for many productive years.

Alderman Natarus 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 Natarus the foregoing proposed resolution was *Adopted*, unanimously.

REPORTS AND COMMUNICATIONS FROM OFFICERS.

*Referred--*MAYOR'S REAPPOINTMENT OF PATRICK L. O'MALLEY AS MEMBER OF REGIONAL TRANSPORTATION AUTHORITY BOARD.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present under the provisions of Council Rule 43 *Referred to the Committee on Local Transportation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1981.

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

LADIES AND GENTLEMEN--I hereby reappoint Mr. Patrick L. O'Malley as a member of the Regional Transportation Authority Board for the term ending June 30, 1986.

Your approval of this reappointment is respectfully requested.

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

*Referred--*FIVE PROPOSED ORDINANCES TO AMEND CHAPTERS 49, 51 AND 62 OF MUNICIPAL CODE CONCERNING PROVISIONS OF BUILDING CODE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith five ordinances amending Chapters 49, 51 and 62 of the Municipal Code of the City of Chicago. The ordinances amend provisions of the Building Code.

Your favorable consideration of these ordinances will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 139 OF MUNICIPAL
CODE CONCERNING ADULTERATED FROZEN DESERT OR MIX.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Consumer Services, I transmit herewith an ordinance amending Chapter 139 of the Municipal Code of Chicago concerning Adulterated Frozen Dessert or Mix.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO APPROVE AMENDMENT
TO AGREEMENT BETWEEN CITY AND CONTINENTAL AIR
TRANSPORT COMPANY, 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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Aviation, I transmit herewith an ordinance approving an amendment to an agreement between the City of Chicago and Continental Air Transport Co., Inc.

Your favorable consideration of this ordinance shall be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE FILING
OF GRANT APPLICATION WITH ILL. LAW ENFORCEMENT
COMM. TO ESTABLISH "SENIOR CITIZEN SAFETY
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

September 14, 1981.

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

LADIES AND GENTLEMEN-At the request of the Director of Public Safety, I transmit herewith an ordinance authorizing the filing of an application for a grant with the Illinois Law Enforcement Commission for funds sufficient to establish the "Senior Citizen Safety Program" said federal-state grant to be in the amount of \$136,266.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND ORDINANCE
PROVIDING FOR ISSUANCE OF INDUSTRIAL REVENUE
BOND FOR ENBRCO, 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

September 14, 1981.

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

LADIES AND GENTLEMEN-At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance amending an August 19, 1981 ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,368,000 for the development of a project by EnBrco, 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
CHEM CLEAR, 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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,500,000 for the construction of a project by Chem Clear, 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
DREIS & KRUMP MFG. CO.

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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,000,000 for a project by Dreis & Krump Manufacturing Company.

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
NATIONAL CAN CORP.

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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$9,000,000 for the construction of a project by National Can Corporation, a Delaware corporation.

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 BETWEEN CITY AND
CHICAGO OPTIONS EXCHANGE BUILDING CORP.
AND CHICAGO BOARD OPTIONS
EXCHANGE, 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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement between the City of Chicago and the Chicago Options Exchange Building Corporation and the Chicago Board Options Exchange, Inc. This agreement is in connection with the Exchange Center Redevelopment Project which will be partially funded by an Urban Development Action Grant.

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 ARROW SERVICES, 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

September 14, 1981.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance authorizing the Executive Director of the Economic Development Commission to execute a Redevelopment Agreement with Arrow Services, Inc. This Agreement provides for a loan of Urban Development Action Grant funds for the expansion of the Arrow Services' industrial facility in Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE FOR CONDITIONAL APPROVAL OF
INDUSTRIAL REVENUE BOND FOR AUTOMATIC SPRING COILING 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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,000,000 for the purchase of a facility by Automatic Spring Coiling Co., an Illinois corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE FOR CONDITIONAL APPROVAL OF
INDUSTRIAL REVENUE BOND FOR JOHN O. BUTLER 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

September 14, 1981.

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

LADIES AND GENTLEMEN-- At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$5,500,000 for the construction of a project by John O. Butler Company.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE FOR CONDITIONAL APPROVAL OF
INDUSTRIAL REVENUE BOND FOR CHICAGO BUDGET
RENT-A-CAR CORP.

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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,700,000 for the construction of a project by Chicago Budget Rent-A-Car Corp., a Delaware Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE FOR CONDITIONAL APPROVAL OF
INDUSTRIAL REVENUE BOND FOR MEDUSA CORP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,000,000 for the construction of a project by Medusa Corporation, an Ohio Corporation, or its designee, to be used as a distribution terminal for cement and to be located on land leased to the Company by the Chicago Regional Port District.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE FOR CONDITIONAL APPROVAL OF
INDUSTRIAL REVENUE BOND FOR NEW CHEMICAL 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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$2,000,000 for the development of a project by New Chemical Company, a Pennsylvania Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE FOR CONDITIONAL APPROVAL OF INDUSTRIAL
REVENUE BOND FOR WGH CORP. (HOMACO, 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

September 14, 1981.

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

LADIES AND GENTLEMEN--At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$800,000 for the construction of a project by WGH Corporation, an Illinois corporation, or its designee, to be occupied and used by Homaco, Inc., an Illinois corporation related to the Company, in its business as a manufacturer of communications equipment.

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.*

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

Proclamations of Honorable Jane M. Byrne, Mayor, designating times for special observances as follows:

"IRISH FAMILY DAY IN CHICAGO":

August 16, 1981;

"MONCHHICHI SAFE PLAYTIME PROGRAM DAYS IN CHICAGO":

August 18-19, 1981;

"ALLEN F. MURPHY MEMORIAL HANDBALL TOURNAMENT DAY":

August 13, 1981;

"JOE WILLIAMS DAY IN CHICAGO":

August 24, 1981;

"JOHN LEVY DAY IN CHICAGO":

August 24, 1981;

"URUGUAY INDEPENDENCE DAY IN CHICAGO":

August 25, 1981;

"ROESER'S BAKERY DAY IN CHICAGO":

August 28, 1981;

"LEUKEMIA AWARENESS MONTH IN CHICAGO":

September, 1981;

"JAZZ WEEK IN CHICAGO":

September 1-7, 1981;

"MICHELOB LIGHT 200/POWER BOAT RACE DAY":

September 5, 1981;

"HANDICAPPED CHILD WEEK":

September 7 through 12, 1981;

"MEXICAN INDEPENDENCE DAY IN CHICAGO":

September 12, 1981;

"MEXICAN WEEK IN CHICAGO":

September 12-19, 1981;

"ASTHMA AND ALLERGY WEEK IN CHICAGO":

September 13-19, 1981;

"FOURTH ANNUAL COMMUNITY SERVICE WEEK IN CHICAGO":

September 14-18, 1981;

"NEW CITIZENS DAY IN CHICAGO":

September 17, 1981;

"SICKLE CELL WEEK IN CHICAGO":

September 20-26, 1981;

"LIONS CLUBS CANDY DAY IN CHICAGO":

October 9, 1981;

"CHICAGO AUTHORS DAY":

October 22, 1981;

"UNICEF DAY IN CHICAGO":

October 31, 1981;

"WOMEN'S CAREERS IN ENERGY WEEK":

November 8 to 14, 1981;

"CAT" TECHNOLOGISTS DAY IN CHICAGO:

November 8 to 14, 1981;

"U.S.-KOREA FRIENDSHIP YEAR IN CHICAGO":

Year of 1982;

"READING IS FUNDAMENTAL WEEK IN CHICAGO":

October 19-23, 1981;

"CELEBRATION DAYS (The Art Institute of Chicago)":

September 19 and 20, 1981;

"URBAN GATEWAYS WEEK":

Week of September 14, 1981;

"BOWLING WEEK IN CHICAGO":

September 1-7, 1981;

"CONCERN FOR THALASSEMIA MONTH IN CHICAGO":

Month of September, 1981;

"SISTERS OF MERCY ANNIVERSARY DAY":

December 12, 1981;

"CAPTAIN PAUL V. McLAUGHLIN DAY":

September 3, 1981;

"EXCEPTIONAL CHILDREN'S WEEK IN CHICAGO":

May 3-9, 1982;

"COLUMBUS DAY IN CHICAGO":

October 12, 1981;

"NORTHWESTERN UNIVERSITY ALUMNI ASSOCIATION DAY IN CHICAGO":

September 19, 1981;

"GENERAL JULIUS KLEIN DAY IN CHICAGO":

September 4, 1981;

"AUTOMATIC MERCHANDISING WEEK IN CHICAGO":

September 21-26, 1981;

"HOME HEALTH WEEK":

September 13-20, 1981;

"EVANGELICAL HOSPITAL ASSOCIATION DAY IN CHICAGO":

September 12, 1981;

"CHICAGO CYCLING DAY":

September 7, 1981;

"RESPECT LIFE WEEK IN CHICAGO":

October 4-11, 1981;

"MINORITY CONTRACTORS DAY IN CHICAGO":

October 9, 1981;

"CHICAGO METROPOLITAN HEALTH AND FITNESS BLOOD DRIVE IN CHICAGO":

September 26, 1981;

"OPENING DAY FOR "SOME GIRLS" IN CHICAGO":

September 13, 1981.

Oaths of Office.

Also oaths of office of the following:

Andrew J. McGann, as a member of the Personnel Board; filed on August 21, 1981;

James F. Nolan, as a member of the Personnel Board; filed on August 21, 1981;

Casandra Watson, as a member of the Personnel Board; filed on August 21, 1981.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Bennett Brothers, Inc.: Bond under an ordinance passed on July 20, 1981 (vaults); filed on September 4, 1981;

Chicago Union Station Company: Acceptance and bond under an ordinance passed on May 13, 1981 (ventilation air shaft); filed on August 26, 1981;

Children's Memorial Hospital: Acceptance and bond under an ordinance passed on April 22, 1981 (pedestrian tunnel); filed on August 26, 1981;

Consolidated Rail Corporation: Acceptance and bond under an ordinance passed on March 31, 1981 (railroad switch track); filed on August 26, 1981;

LaSalle National Bank, U/T No. 101565: Acceptance and bond under an ordinance passed on June 26, 1981 (subsurface space); filed on August 24, 1981;

Northwestern Memorial Hospital: Acceptance and bond under an ordinance passed on July 20, 1981 (pedestrian tunnel); filed on September 2, 1981;

Theodore J. Thomas: Acceptance and bond under an ordinance passed on February 11, 1981 (vault); filed on May 1, 1981;

Transilwrap Company, Inc.: Acceptance and bond under an ordinance passed on June 26, 1981 (communication cables); filed on August 26, 1981.

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

Also communications from Sigmund C. Ziejewski, District Engineer, under dates of August 24 and September 2, 1981, 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:

July 20, 1981

Execution of Agreement authorized with State of Illinois and Village of Oak Park for improvement of Austin Blvd. between W. North Av. and W. Roosevelt Rd.;

Execution of Agreement authorized between City and State for pavement marking on Lake Shore Dr. and specified feeder roadways;

Funds increased for engineering for replacement of N. Clark St. Viaduct;

Funds decreased for removal and replacement of Desplaines St. Viaduct;

Funds authorized for repairs to curbs and gutters in Improved Streets, County and State Highways during Year 1981;

Funds authorized for repairs in Improved Streets, County and State Highways during Year 1981;

July 30, 1981

Funds authorized for pavement repair in Improved Streets, County or State Highways during Year 1981;

Funds authorized for snow and ice control maintenance of Improved Streets, County and State highways during Year 1981;

Funds authorized for repairs to curbs and gutters in Improved Streets, County and State Highways during Year 1981;

Funds authorized for street cleaning of Improved Streets, County and State Highways during Year 1981;

Funds increased for repair, maintenance and painting of Existing Bridges and Viaducts during Year 1981.

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 September 1, 1981, 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:

Monthly statement to Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), of electric energy information, for the month of July, 1981.

Statement for bills issued in September, 1981, 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 July, 1981.

Quarterly report under Section 13 or 15 (d) of the Securities Act of 1934 (S.E.C. Form No. 10-Q), for the quarter ended June 30, 1981.

Plant and Equipment Expenditures for the quarter ended June 30, 1981 and expected quarters to March 31, 1982.

Second quarter 1981 and 1980 survey of approved electric utility plant and equipment construction appropriations."

*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 August 19, 1981, 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 September 11, 1981 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 August 19, 1981 [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 September 11, 1981.

*Filing of Certified Copies of Ordinance 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 Du-Page Counties an ordinance passed by the City Council of the City of Chicago on August 12, 1981:

Ordinance for Levy of Taxes authorized for Fiscal Year 1981 for Community College District No. 508.

Filed with the County Clerk of Cook County on August 25, 1981 and with the County Clerk of Du Page County on August 26, 1981.

*MISCELLANEOUS COMMUNICATIONS, REPORTS,
ETC. REQUIRING COUNCIL ACTION
(TRANSMITTED TO 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 of \$50,000,000 General Obligation Notes
(Corporate Fund), Series of September, 1981-A.*

A report from Daniel J. Grim, City Comptroller, addressed to the City Council notifying the members of the Sale of \$50,000,000 General Obligation Notes (Corporate Fund) Series of September, 1981-A.--
Placed on File.

Zoning Reclassifications 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:

Alpha Phi Alpha Building Foundation, Inc.--to classify as a Residential Planned Development instead of R5 General Residence and C2-2 Restricted Commercial Districts the area shown on Map No. 10-D bounded by

a line 231.58 feet north of and parallel to E. 47th Street; a line 230.00 feet east of and parallel to S. Drexel Boulevard; a line 201.20 feet north of and parallel to E. 47th Street; a line 315 feet east of and parallel to S. Drexel Boulevard; a line 108.0 feet north of and parallel to E. 47th Street; a line 100 feet west of and parallel to S. Ellis Avenue; E. 47th Street; a line 131.54 feet north of and parallel to E. 47th Street; and S. Drexel Boulevard;

Walter F. Wischhover--to classify as a C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-K bounded by

a line 361.21 feet south of and parallel to W. 66th Street; the alley next east of and parallel to S. Cicero Avenue; a line 461.21 feet south of and parallel to W. 66th Street and S. Cicero Avenue.

Claims against the City of Chicago

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

Atkins Florence, Alford Alexander, Allstate Ins. Co. (3) James Clark, Seymour Kain and Dorothy Shy, Alvarez Belia, American Ambassador Cas. Co. (2) A.C.Blake and Joseph Zarccone, Andracki Loretta S., Avalos Guadalupe;

Baade Albert, Banderowicz Lani, Boone Clifford E., Bradford Tommy J., Brigham Keith, Brunsfeld Ronald, Burstein David;

Carranza Jesse, Carter Jerry and Dorothy, Cepeda Maria D., Changnon Eugene A. Jr., Chemical Connection, Clarke Michael L., Collins Mr. R., Connolly Kevin, Coronato Anna, Cossom Willie, Costantini John, Crumbley William;

Daniels Audrey H., Danley Lumber Co. Inc. (2), Deering Roosevelt, Demske Janice A., Dermody F.M., Derusia Harrison, Dow Electric Construction Company, Dziadyk Zenon John;

Economy Fire & Cas. Co. (2) Evan Goranson and Arlene J. Singer, Esposito Maureen, Executive Recovery Services and Leon Ferguson;

Fireman's Fund Ins. Co. and Steven Supply Co., Fisher Larry, Ford Reverend R.L., Franz William;

Galvin Arthur, Gaps Victor D., Gibson Sherman, Giova Mark R., Gladstone Henry, Gnidt Kenneth H., Go Tane Service Station Inc., Gorodetsky Yelena, Government Employees Ins. Co. of Washington D.C. and Tsung Mili;

Hall James L. Jr., Hall Johnny B., Hanover Ins. Co. and St. Volodymyr and Olha UKR Catholic Church, Harrington Frank, Harris E.J., Harris Thomas, Henderson Katherine G., Hennings Delmer L., Herman's Lounge Inc., The Home Ins. Co., and A.L.P. Industries, Hoppe Thomas C., Hunt James;

Illinois Bell Telephone Co., Industrial Fire and Casualty Ins. Co. (2) Sam P. Hill and George Pettigrew, Inner City Foods Inc., Interstate United Corp., Isonchild's Enterprises Inc.;

Johnson Jesse, Jones Robert F.;

Kelly Leonard, Kemp Deborah A., Kern Dorothy, Konitzer Kurt, Kopecky Thomas R.;

Lee Houston N., Levitt Stanford, Lind Andrew M., Lopez Armando A.;

Mackey Rene C., Marcus Kenneth C., Marmolejo Oscar, Masek Michael, Mason Robert, McCree Mr. Dallas Jr., Mertough Sharon, Middleton Antoinette, Mofarrah Nasser, Mohammad Nitham J., Montgomery Ward Ins. Co. and Routhy Braden, Morris Charles, Mosillami Salvatore, Mugnaini Mrs., Muraski Thomas J., Muraske Thomas;

Nakamura David, Napolitano Nick, Nelson Hazel B., Nolan Larry M.;

O'Dea Mary, Omns D., Opacich Karin J.;

Parrish Charles W. III./J.C. Penny Ins. Co. and Herbert Loeb, Perele Joseph, Perry Benny L., Pesce's Liquors Inc., Poliakin Renee, Posgay Norman V. Sr., Prestige Cas. Co. (3) Jesus Nunez, Nick Palella and Curtis Washington, Protective Ins. Co. and Thomas Russell, Pruitte-Deal Brenda J.;

Randazzo Michael, Richardson Yolanda and Leonard, Robinson Clifton and Curtis Latimore, Rosado Pete, Rowe Pearlle M., Rusnak Ann;

Security Cas. Co. and M. Menor, Shenault Anthony C., Sims Jannice, Smigiel M., Smiley Mildred, Smith Billy J., Smith Mark A., Smith Steven, Spaulding Edward J., Stangi Emma C., Staples Thomas and Barbara, State Farm Ins.Co. (3) Vernon Brookins, Michael Cox and Russell Marach, Steyskal James Leonard, Stokilo Nancy J., Suvaizdis Irena;

Tenzer Steven, Thomas Coil, Tourloulakis George, Trennert Clara;

USAA Insurance and Carl J. Grivner, U.S. Auto Glass Centers Inc., U.S. Auto Leasing Company, University Square Limited (3);

Volf Anna;

Walsh James T., Washington Omega D., Watson Burnette, Wazio Irena, Weinstein Steven, Wilson Marvin Jay, Winkler Kenneth G., Worley Christopher, Wright Burnette, Wright Sarah T., Wren Benard;

Yates Eddie.

Referred--BIDS FOR SALE OF CITY OWNED PROPERTY.

The City Clerk transmitted communications from Daniel J. Grim, City Comptroller, under date of September 10, 1981 which reads as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 935 W. Carmen Avenue, Parking Site No. 26, which was authorized by ordinance passed July 20, 1981, page 6619, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1225 S. Kedzie Avenue, which was authorized by ordinance passed July 20, 1981, page 6619, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 4039 W. Maypole Avenue which was authorized by ordinance passed July 20, 1981, page 6621, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 2046 W. Superior Street, which was authorized by ordinance passed July 20, 1981, page 6619, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1214 S. Troy Street, which was authorized by ordinance passed July 20, 1981, page 6619, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 20-30 E. 44th Street, which was authorized by ordinance passed May 13, 1981, page 6099, 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. 935 W. Carmen Av.

Constance Corrales, 955 W. Carmen Avenue, Chicago, Illinois 60640: Amount bid \$125,005.00, deposit check \$12,500.50 (no check with bid);

No. 1225 S. Kedzie Av.

Louise Cobb, c/o Jim Belcastro, 11 S. LaSalle Street, Room 1225, Chicago, Illinois 60603: Amount bid \$3,200.00, deposit check \$320.00 (Cashier's check);

No. 4039 W. Maypole Av.

Keystone Baptist Church, 4035 W. Maypole Avenue, Chicago, Illinois 60624: Amount bid \$2,551.00, deposit check \$255.10 (Cashier's check);

No. 2046 W. Superior St.

Israel Casanas, 2048 W. Superior Street, Chicago, Illinois 60612: Amount bid \$2,000.00, deposit check \$200.00 (Cashier's check);

No. 1214 S. Troy St.

Louise Cobb, c/o Jim Belcastro, 11 S. LaSalle Street, Room 1225, Chicago, Illinois 60603: Amount bid \$1,150.00, deposit check \$150.00 (Cashier's check);

Nos. 20-30 E. 44th St.

First Church of Deliverance, 4315 S. Wabash Avenue, Chicago, Illinois 60653: Amount bid \$12,250.00, deposit check \$1,225.00 (Certified check).

*Recommendations by Comm. 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 August 18, 1981 showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held on August 17, 1981 and deferred matters on August 17, 1981 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 13, 1981 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. 81-181-02	4412 South Emerald Avenue
Ref. No. 81-182-02	209-15 East 44th Street
Ref. No. 81-183-02	1255-57 South Lawndale Avenue
Ref. No. 81-184-02	2148 West Washington Boulevard
Ref. No. 81-185-02	2154-56 West Washington Boulevard
Ref. No. 81-186-02	6440 South Rhodes Avenue
Ref. No. 81-187-02	1452 North Cleveland Avenue
Ref. No. 81-188-02	1451 North Mohawk Street
Ref. No. 81-189-02	1430 North Mohawk Street
Ref. No. 81-190-02	1365-67 North Mohawk Street
Ref. No. 81-191-02	1434 North Cleveland Avenue
Ref. No. 81-192-02	1426 North Cleveland Avenue
Ref. No. 81-193-02	1420 North Cleveland Avenue
Ref. No. 81-194-02	1404 North Cleveland Avenue
Ref. No. 81-196-02	4635-37 South Vincennes Avenue
Ref. No. 81-197-02	1107-09 South Independence Boulevard
Ref. No. 81-198-02	7018 South Indiana Avenue

DEPARTMENT OF PLANNING

Ref. No. 81-199-20	111th and Michigan
Ref. No. 81-200-20	92nd and Commercial
Ref. No. 81-201-20	Division and Ashland
Ref. No. 81-202-20	Madison and Pulaski
Ref. No. 81-203-20	63rd and Halsted
Ref. No. 81-204-20	26th Street
Ref. No. 81-205-20	Belmont and Sheffield
Ref. No. 81-206-20	89th and Loomis
Ref. No. 81-207-20	Argyle Street
Ref. No. 81-208-20	Lincoln-Belmont-Ashland
Ref. No. 81-209-20	Foster and Clark
Ref. No. 81-210-20	133rd and Baltimore

DEPARTMENT OF PUBLIC WORKS

Ref. No. 81-241-06
Reconstruction of the Division Street Bridge and Realignment of the Elston Avenue/Division Street Intersection.

DEPARTMENT OF STREETS AND SANITATION

Ref. No. 81-242-07
Site Acquisition for Auto Pound No. 2 at 650 West 83rd Street.

Referred--REQUEST FOR LEGISLATION CONCERNING PUBLIC FUNDING
OF ARTIFICIAL BIRTH CONTROL DEVICES.

Also a communication from Mr. John Nowak, 8447 Escanaba, requesting the City Council to propose legislation for the immediate cessation of any public funding from the City of Chicago for artificial birth prevention devices.--*Referred to the Committee on Finance.*

*Recommendation of Comm. on Chicago Historical and Architect-
ural Landmarks that the Chapin and Gore Building be
Designated as a "Chicago Landmark."*

Also a communication from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of September 11, 1981, transmitting the recommendation that the Chapin and Gore Building be designated as a "Chicago Landmark".--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

**Placed on File--REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF JUNE, 1981.**

The City Clerk transmitted the following report received from Daniel J Grim, City Comptroller, which was
Placed on File and ordered published:

PERSONAL SERVICES PAID BY VOUCHER FOR JUNE 1981

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	JUNE
Miriam Bell	5729 No. Central Park	Consumer Service	Summer Enrollee	Corporate	\$ 39.58 Day	\$ 836.43
Alberta Carr	2822 South Calumet Ave.	"	Farmers Market Asst. Man.	"	4.25 Hr.	59.50
Charles Cook	6056 No. Kedzie Ave.	"	Com. Ser. Officer I	"	8.76 Hr.	727.08
Clotilde E. Cottle	6034 N. Fairfield Ave.	"	Farmers Market Asst. Man.	"	8.00 Hr.	64.00
Kelly Davern	7145 North Sioux Ave.	"	Staff Aide	"	5.60 Hr.	862.40
Catherine M. Delfonso	1507 W. Flournoy St.	"	Summer Enrollee	"	800.00 Mo.	400.00
Loren Delmore	4409 W. Thomas St.	"	Staff Aide	"	39.83 Day	677.11
Susan Disandro	1369 W. Fillmore St.	"	Summer Enrollee	"	4.25 Hr.	446.25
Gerard Edge	7757 S. Throop St.	"	Field Rep.	Air Quality Planning	933.00 Mo.	933.00
Bradley R. Eldham, Jr.	6241 N. Lakewood Ave.	"	Staff Asst.	Corporate	80.20 Day	1,696.80
Mary L. Harmon	2148 East 81st St.	"	Mechanic Consultant	"	13.70 Hr.	1,301.50
Catherine Koroba	827 W. Writewood Ave.	"	Summer Enrollee	Comm. Develop. Block Pro.	4.25 Hr.	638.57
Mary McManara	5817 N. Mulligan St.	"	Staff Aide	Corporate	39.83 Day	876.26
Mary E. Sanders	3620 So. Rhodes Ave.	"	Farmers Market Asst. Man.	"	8.00 Hr.	60.00
Ann E. Shorey	3738 N. Racine St.	"	Farmers Market Manager	"	13.00 Hr.	676.00
Bernard Spinks	2701 S. Dearborn St.	"	Farmers Market Asst. Man.	"	4.25 Hr.	59.50
Frank P. Stone	5916 N. Elmhurst Ave.	"	Staff Aide	"	39.83 Day	836.43
Patricia A. Treheh	5832 S. Tolman Ave.	"	Staff Aide	Farmers Market	8.00 Hr.	63.44
Kathleen Urbal	6969 N. Jona Ave.	"	Staff Aide	Corporate	39.83 Day	637.28
Sergio Venegas	4326 S. Marshfield Ave.	"	Farmers Market Asst. Man.	"	4.25 Hr.	29.75
Christine L. Gassino	2841 East 103rd St.	"	Summer Enrollee	Comm. Develop. Block Pro.	3.35 Hr.	257.95
Richard G. Albrecht	5923 N. Newark Ave.	Fire	Commissioner	Corporate	Comp. Time	26,970.02
Raymond Antonucci	7607 W. Everell	"	Deputy Commissioner	"	"	9,547.06
David F. Ciszak	902 W. Armitage	"	Admin. of Res. Planning	"	"	6,337.57
Daniel Demmen	8504 W. Berwyn	"	Admin. of Res. Planning	"	"	12,841.50
Robert J. Hart	5745 N. Ozark P.O. Box 796	"	Deputy Commissioner	"	"	9,547.07
Michael J. Hogan	6814 N. Osceola	"	Admin. of Personnel Ser.	"	"	6,337.57
Charles J. Pierce	7552 W. Palatine	"	Deputy Commissioner	"	"	9,547.07
Kathleen Schaffeld	6407 S. Kedzie	"	Secretary	"	946.00 Mo.	430.00
Bashir Khan	3153 Hill Lane	Health	Doctor Biochemist	"	2,982.00 Mo.	2,982.00
Cora McGruder	329 W. 101st St.	"	Consultant	"	2,200.00 Mo.	2,200.00
Gregory Scott Vorweller	9822 S. Perry	"	Health Educator	"	6.59 Hr.	1,000.00
Herbert Weinstein	462 W. Briar Place	Health	Psychologist	Corporate	40.00 Hr.	320.00
Vincent R. Arrigo	2851 S. Union	Human Services	Janitor	Comm. Action Program	4.00 Hr.	360.00
Henry Fair	1159 N. Larrabee	"	Janitor	"	3.35 Hr.	180.90
August Gallo	3640 W. 65th Place	"	Janitor	Corporate	3.50 Hr.	280.00
Mike Hovarth	2758 W. Fullerton	"	Janitor	Comm. Action Program	3.50 Hr.	308.00
Jerry Lester	11512 S. Wallace	"	Janitor	Corporate	3.50 Hr.	308.00
Charlie Lockett	8051 S. Morgan	"	Janitor	Comm. Action Program	4.00 Hr.	616.00
Anne Marzetti	7644 W. Roscher Rd.	"	Janitor	Corporate	3.50 Hr.	308.00
Monette Theriault	7126 W. Schreiber	"	Janitor	Comm. Action Program	3.50 Hr.	199.50
Harvey William	945 W. 69th Street	"	Janitor	Corporate	4.00 Hr.	528.00
Jose R. Zepeda	2248 W. 21st Pl.	"	Janitor	Comm. Action Program	3.35 Hr.	184.24
Catherine Delfonso	1507 W. Flournoy	Inspectional Services	Summer Enrollee	Corporate	800.00 Mo.	800.00
Mary S. McCarthy	8070 S. Spaulding	Inspectional Services	Summer Enrollee	"	800.00 Mo.	800.00
Susanne M. Krone	1219 West Rosemont	Intergovernmental Aff.	Summer Enrollee	"	4.75 Hr.	99.75
John R. Cusak	11 S. LaSalle St.	Motion Pic. Appeal Bd.	Member	"	50.00 Mtg.	800.00
Mrs. Norman Gerlach	3550 N. Lake Shore Drive	"	Member	"	50.00 Mtg.	800.00
Julien McManara	6525 N. Sheridan	"	Member	"	50.00 Mtg.	800.00
Dr. M.M. Schormbaum	820 N. Michigan Ave.	"	Member	"	50.00 Mtg.	800.00
Jonke Hyman Feldman	340 W. Diversy	Off. of Municipal Inv.	Legal Advisor	"	4,146.00 Mo.	4,146.00

*Roseland Little League, Inc. Complimented for Third Place Finish in
Illinois Senior Little League Playoffs.*

Alderman Shaw moved to *Suspend the Rules Temporarily* to take up a proposed resolution out of the Regular Order of Business. The motion *Prevailed*.

Said resolution reads as follows:

WHEREAS, Roseland Little League, Inc. consisting of "13 year old" baseball players advanced to the Illinois Senior Little League play-offs in LaSalle, Illinois, and achieved third place; and

WHEREAS, They won the Illinois District 7 Championship and were also Illinois Section III Champions; and

WHEREAS, Team members are: Manager, Norman Whitenhill, Coach, Travis Whitfield, Coach, Robert Martin, and members;

Eddie Bryan
Mickey Chatman
Stanley Coleman
Demetrius Deal
Kevin Jeffries
Jerry Martin
Jessie Peters

Calvin Burke
Belvion Clark
Dave Crudup
Richard Griffin
Duane Mandley
Melvin Nunn
Darrel Wyatt;

now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered here on the 14th day of September, 1981, do hereby compliment the Roseland Little League, Inc. for their wonderful representation of the Roseland Community of the City of Chicago and for their great athletic ability and also compliment Alderman Robert Shaw for his help and support of the Roseland Little League, Inc.; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Roseland Little League, Inc.

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

REGULAR ORDER OF BUSINESS RESUMED.

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.

Transfer of Funds Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass four (4) proposed ordinances transmitted therewith, to authorize the transfer of funds in the following departments:

Department of Aviation

Department of Health

Department of Personnel

Department of Water.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Volini, Orr, Stone--39.

Nays--None.

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

The following are said ordinances as passed (the *Italic* heading in each case not being part of the ordinance):

Department of Aviation.

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 1981. 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 1981 payable from such appropriations.

<u>FROM:</u> <u>Account</u>	<u>PURPOSE</u>	<u>AMOUNT</u>	<u>TO:</u> <u>ACCOUNT</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
740-8654-005	Salaries and Wages	\$562,000.00	740-8654-020	Overtime	\$650,000.00
	on Payroll				
740-8654-015	Scheduled Salary	\$ 88,000.00			
	Adjustments				

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

Department of Health.

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 1981. 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 1981 payable from such appropriations.

<u>FROM:</u> <u>Account</u>	<u>PURPOSE</u>	<u>AMOUNT</u>	<u>TO:</u> <u>ACCOUNT</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
100-3110-005	Salaries and Wages on Payroll	\$700,000.00	100-3110-125	Building Services	\$ 20,000.00
100-3110-228	Automobile Allowance	\$ 1,000.00	100-3110-130	Postage and Postal Charges	\$ 11,700.00
100-3110-245	Reimbursement to Travelers	\$ 7,500.00	100-3110-149	Other Professional and Technical Services	\$220,000.00
100-3110-422	Office Machines	\$ 7,597.00	100-3110-155	Rental of Property	\$ 76,000.00
100-3110-424	Furniture	\$ 48,620.00	100-3110-157	Rental of Equipment and Services	\$ 28,000.00
100-3110-445	Technical Equipment	\$ 51,638.00	100-3110-176	Maintenance and Operation - Vehicles	\$ 4,000.00
100-3110-450	Vehicles	\$ 17,145.00	100-3110-186	Telephone	\$ 40,300.00
			100-3110-342	Medical Supplies	\$ 433,500.00

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

Department of Personnel.

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 1981. 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 1981 payable from such appropriations.

<u>FROM:</u> <u>Account</u>	<u>PURPOSE</u>	<u>AMOUNT</u>	<u>TO:</u> <u>ACCOUNT</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
100-1711-149	Professional Services	\$3,500.00	100-1711-245	Reimbursement to Travelers	\$3,500.00

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

Department of Water.

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 1981. 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 1981 payable from such appropriations.

FROM: ACCOUNT	PURPOSE	AMOUNT	TO: ACCOUNT	PURPOSE	AMOUNT
200-8342-570	Construction Revisions at South Water Filtration Plant	\$204,000.00	200-8342-160	Repair or Maint- enance of Property	\$ 86,000
				Repair or Maint- enance of Equipment	\$118,000

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

**Provision Made for Levy of Taxes Within Special Service Area
Number One for State Street Mall Maintenance.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, providing for the levy of taxes within Special Service Area Number One for State Street Mall Maintenance for the year beginning January 1, 1982.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--40.

Nays--None.

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

The following is said substitute ordinance as passed:

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

SECTION 1. *Findings.* The City Council of the City of Chicago finds that on July 7, 1977, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to area within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Revised Stat. Chapter 120 Section 1301, *et seq.*) in and for that part of the City of Chicago which is within the area bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both East and West sides, for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number One"; that the ordinance creating such Special Service Area Number One, in addition to authorizing the issuance of certain bonds, authorized the levy of annual taxes on all taxable property within said Area for the payment of the cost of furnishing special maintenance services in and for said Area, provided that such special annual tax shall be limited in amount so that the total of such annual maintenance tax will not exceed the lesser of one-quarter of one percent (1/4 of 1%) of the equalized assessed valuation of taxable property within said Area or an amount equal to forty percent (40%) of the sum budgeted for expenditures for the calendar year after deducting miscellaneous income; that the Ordinance creating such Special Service Area Number One provided for the appointment of the State Street Mall Commission for the purpose of recommending to the Mayor and the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special maintenance taxes to be levied against property within such special service area; that the State Street Mall Commission has been duly appointed and qualified and has heretofore prepared and filed in the Office of the Mayor of the City of Chicago and with the City Council its recommendations for a yearly budget to meet the special services required to be furnished in said Special Service Area Number One for the fiscal year commencing January 1, 1982 and has further advised the Mayor and the City Council concerning the annual special maintenance taxes necessary to be levied in said Special Service Area Number One for the year 1981 for the purpose of providing funds necessary to provide such special services.

SECTION 2. *Appropriations.* There is hereby appropriated, the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number One, which said special services are unique to said Area and are in addition to municipal services provided to the City as a whole, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of taxes against all taxable property within said Special Service Area, indicated as follows:

For The Fiscal Year Beginning January 1,
1982 And Ending December 31, 1982

Expenditures

For personal services, contractual services, and commodities related to operation and maintenance of the State Street Mall	\$ 1,105,000
Other charges and capital outlay related to the operation and maintenance of the State Street Mall	109,000
For loss of tax in the process of collection (1%)	<u>3,806</u>
Total	<u>\$ 1,217,806</u>

Sources Of Funds

Tax Levy	\$ 380,581
City share of expenses of maintenance and operation of the State Street Mall	737,225
Surplus [net current assets]	<u>100,000</u>
Total	<u>\$ 1,217,806</u>

SECTION 3. *Levy of Taxes.* There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provisions of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Revised Stat. Chapter 120, Section 1301, *et seq.*), and pursuant to the provisions of an ordinance adopted on July 7, 1977, establishing the "City of Chicago Special Service Area Number One," the sum of \$380,581, as a special tax for the year 1981 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is situated within the City of Chicago Special Service Area Number One.

SECTION 4. *Filing.* That the City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, no later than the third Tuesday in September, 1981, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special tax herein provided for, such special tax to be extended for collection by the County Clerk for the year 1981 against all the taxable property within the territory situated within the City of Chicago Special Service Area Number One, the amount of such special taxes

herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said Special Service District and such special tax shall not exceed the lesser of one-fourth of one percent (1/4 of 1%) of the total equalized assessed valuation of all taxable property within said Special Service Area Number One or an amount equal to forty percent (40%) of the amount herein budgeted and appropriated for the expenditures for the calendar year commencing January 1, 1982, after deduction for such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

SECTION 5. *Publication.* This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

Alderman Frost moved that the record show that the foregoing ordinance was passed and reconsidered by the City Council, then approved and signed by the Mayor at 11:10 A.M.

Authority Granted for Execution of Revised Urban Mass Transportation Administration Planning Grant Contract.

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

WHEREAS, A cooperative planning effort has been undertaken by Regional Planning agencies, i.e. City of Chicago; Chicago Area Transportation Study; Chicago Transit Authority; Northeastern Illinois Planning Commission; Illinois-Indiana Bi-State Commission; and the Regional Transportation Authority; and

WHEREAS, These agencies provide coordinated, comprehensive transportation planning and programming for the Chicago metropolitan region within the framework of the Metropolitan Planning Organization; and

WHEREAS, The U.S. Government, through its Department of Transportation, Urban Mass Transportation Administration, and under authority granted by Section 8 of the Urban Mass Transportation Act of 1964, as amended, has provided such funding assistance under previous grant agreements and wishes to continue such assistance under a new grant agreement; and

WHEREAS, Such Federal assistance is provided through the Metropolitan Planning Organization for Northeastern Illinois; and

WHEREAS, The Metropolitan Planning Organization has designated the City of Chicago as the applicant and agent for administering the grant funds; and

WHEREAS, By ordinance passed August 19, 1981, the City Council authorized the Mayor to execute a grant contract with the Urban Mass Transportation Administration in an amount not to exceed \$2,130,000, of which \$426,000 (20%) was to be provided proportionally by the six participating agencies; and

WHEREAS, It is now necessary to revise the ordinance and grant contract to include additional funds in the amount of \$156,250 for continued transit planning in Fiscal Year 1982; and

WHEREAS, These additional funds for FY'82 will bring the total grant amount to \$2,286,250, of which \$1,829,000 (80%) will be provided by the Federal Government; and

WHEREAS, The local matching share, amounting to 20% of the total project cost or not more than \$457,250 is to be provided proportionally by the participating agencies as shown below:

<i>Agencies</i>	<i>Matching Shares</i>
City of Chicago	\$109,450
Chicago Transit Authority	87,600
Chicago Area Transportation Study	86,000
Northeastern Illinois Planning Commission	50,600
Regional Transportation Authority.	<u>123,600</u>
Total:	\$457,250

and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the 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 Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a revised grant contract in the amount of \$2,286,250 with the Urban Mass Transportation Administration to fund the regional Unified Work Program for FY'82.

SECTION 2. That the Mayor is authorized to execute and file with such grant contract an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the grant's procurement needs.

SECTION 4. That the Commissioner of the Department of Public Works is authorized to provide assurances and to furnish such additional information as the Urban Mass Transportation Administration may require for this project.

SECTION 5. That the City of Chicago is authorized to provide the City's share of the matching funds; staff services in the amount of \$75,200 and a cash match of \$31,250 will be used to provide the matching share for the Department of Public Works; staff services in the amount of \$3,000 will be used to provide the matching share for the Department of Planning.

SECTION 6. That the City Comptroller is directed to provide the cash match in the amount of \$31,250.

SECTION 7. That the City Comptroller is also directed to disburse grant funds in accordance with the budget of said contract.

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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--40.

Nays--None.

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

**Execution of Agreement Authorized Between City and State of Illinois Necessary
for Roadway Improvements on State St. between Polk St. and Roosevelt Rd.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreement between the City and the State for necessary roadway improvements on State Street between Polk Street and Roosevelt Road.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--40.

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 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 and reconstruction of State Street between Polk Street and Roosevelt Road described therein, said agreement to be substantially in the following form:

This Agreement is entered into this ____ day of _____, 1981, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State," and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City."

WITNESSETH:

Whereas, the State and the City, in the interest of safe and efficient movement of vehicular and pedestrian traffic, find it necessary to design and construct the roadway improvement, hereinafter called the "Project," identified in Paragraph 11 of this Agreement and as follows:

State Street (FAP 132) between Polk Street and Roosevelt Road	
Project No. F-132 (47)	Job No.
DPW Project No. B-9-020	City Section 80-B-09-020-00-PV
State Section 1980-190RS	

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, 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 construction of said Project; and

Whereas, the City is proceeding with studies and engineering required by 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 cost incurred in connection with field 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 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 the Federal Highway Administration, to let and award the contract for the Project and to provide all construction supervision and force account 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 State and Federal share of costs.
6. To maintain, or cause to be maintained, the project in a satisfactory manner upon completion of the improvement.

7. To comply with all applicable Executive Orders and Federal legislation pursuant of Equal Employment Opportunity and Nondiscrimination Regulations as required by the U.S. Department of Transportation.
8. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 7 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.
9. 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:

10. That prior to advertising for work to be performed hereinunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said project generally consists of roadway resurfacing and reconstruction of curbs, gutters, and sidewalks on State Street from Roosevelt Road to Polk Street, removal of existing top pavement, adjustment of all existing utilities where necessary, removal of existing concrete medians, the application of a new bituminous surface, channelization modifications and traffic signal modifications.
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	
(including Construction Engineering)	\$320,000
Force Account Construction	<u>\$255,000</u>
Total	\$575,000

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 (FAUS) - 75.18% of \$575,000	\$432,285
Non-Federal (State) - 24.82% of \$575,000	<u>\$142,715</u>
Total	\$575,000

and that the State's participation in final actual cost of the Project is limited to a maximum of \$160,000 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 standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
15. This Agreement and the covenant contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and the force account construction work is not authorized by September 30, 1984.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the dates 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.

**Execution of Agreement Authorized between City and State of Illinois Necessary
for Roadway Improvements on Clark St. from Congress Pkwy. to Roosevelt Rd.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of agreement between the City and the State for necessary roadway improvements on S. Clark Street from W. Congress Parkway to W. Roosevelt Road.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--40.

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 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 and reconstruction of Clark Street from Congress Parkway to Roosevelt Road described therein, said agreement to be substantially in the following form:

This Agreement is entered into this ____ day of _____, 1981, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State," and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of safe and efficient movement of vehicular and pedestrian traffic, find it necessary to design and construct the roadway improvement, hereinafter called the "Project," identified in Paragraph 11 of this Agreement and as follows:

Clark Street (FAU 2902) from Congress Parkway
to Roosevelt Road
Project No. M-5000 (147) Job No.
DPW Project No. B-9-021 City Section 80-B9021-00-PV
State Section 1980-088R

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, 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 construction of said Project; and

Whereas, the City is proceeding with studies and engineering required by 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 cost incurred in connection with field 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 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 the Federal Highway Administration, to let and award the contract for the Project and to provide all construction supervision and force account 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 State and Federal share of costs.
6. To maintain, or cause to be maintained, the project in a satisfactory manner upon completion of the improvement.
7. To comply with all applicable Executive Orders and Federal legislation pursuant of Equal Employment Opportunity and Nondiscrimination Regulations as required by the U.S. Department of Transportation.
8. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 7 of this Agreement will render the City ineligible for further Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
9. 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:

10. That prior to advertising for work to be performed hereinunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said project generally consists of the reconstruction and roadway resurfacing of Clark Street from Congress Parkway to Roosevelt Road including the removal of buried/abandoned CTA tracks, removal of the roadway deck slab, surface course and binder course along the entire project length, removal of existing steel handrailing along the viaduct segment of the project, removal of all existing utilities, concrete sidewalks including curbs and gutters, certain segments of the viaduct retaining wall. Reconstruction includes, the entire roadway deck slab, and roadway surface, a new combination concrete and steel parapet wall, installation of new utilities, construction of new concrete sidewalks, curbs and gutters and the planting of 29 new trees, new paint channelization markings, traffic signalization and structural repairs to the viaduct where necessary.
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 (including Construction Engineering)	\$1,650,000
Force Account Construction	\$ <u>350,000</u>
Total	\$2,000,000

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 (FAUS) - 75.18% of \$2,000,000	\$1,503,600
Non-Federal (State) - 24.82% of \$2,000,000	\$ <u>496,400</u>
Total	\$2,000,000

and that the State's participation in final actual cost of the Project is limited to a maximum of \$550,000 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 standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
15. 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 and the force account construction work is not authorized by September 30, 1984.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the dates 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.

**Filing of Amendatory Grant Application Authorized with UMTA
Necessary for Financing a Pedestrian Master Plan
Technical Study.**

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

WHEREAS, The U.S. Department of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved the joint request of the Mayor and Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization; and

WHEREAS, On February 21, 1980, the Metropolitan Planning Organization concurred in the Mayor's program, rendering each project, contained therein, eligible for Federal financial assistance; and

WHEREAS, This program of substitute projects includes the development of a Pedestrian Master Plan; and

WHEREAS, By ordinance passed September 10, 1980, the City Council authorized the Mayor to execute contracts with the Urban Mass Transportation Administration (IL-29-9001) and the State of Illinois (Contract No. 488) totaling \$600,000 for four technical studies which included the Pedestrian Master Plan (\$100,000); and

WHEREAS, Additional funds are necessary to complete the Pedestrian Master Plan; and

WHEREAS, This amendment increases the project cost by \$65,000, which brings the total grant contract to \$665,000, allocated as follows:

	<i>Original Application</i>	<i>Amendment No.1</i>	<i>Totals</i>
Federal Share	\$510,000	\$55,250	\$565,250
State Share	15,000	-0-	15,000
CTA Share	75,000	-0-	75,000
City Share	<u>-0-</u>	<u>9,750</u>	<u>9,750</u>
Totals	\$600,000	\$65,000	\$665,000;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 businesses shall have that 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 authorized to execute and file an amended application for an additional \$65,000, on behalf of the City of Chicago, with the U.S. Department of Transportation Urban Mass Transportation Administration (\$55,250) and the City of Chicago will provide the local share (\$9,750) to aid in the financing of a Pedestrian Master Plan Technical Study.

SECTION 2. That the Mayor is authorized to execute and file with such amended application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to certify contracts pertaining to the grant application in the amount of \$55,250 between the Urban Mass Transportation Administration and the City of Chicago.

SECTION 4. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 5. That the City of Chicago will provide the local share of \$9,750.

SECTION 6. That the City Comptroller is directed to disburse the grant funds as required to carry out the Pedestrian Master Plan Technical Study.

SECTION 7. That the Commissioner of Public Works is authorized to furnish such additional information as the U.S. Department of Transportation or Illinois Department of Transportation may require in connection with the application of the project.

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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--40.

Nays--None.

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

**Execution of Pass-Through Agreements Authorized with CTA and
Chicago Area Transportation Study in Conjunction with
Southwest Corridor Technical Study.**

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 to make grants for Mass Transportation projects; and

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved a joint request of the Mayor and Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization; and

WHEREAS, On February 21, 1980, the Metropolitan Planning Organization concurred in the Mayor's program, rendering each project, contained therein, eligible for Federal financial assistance; and

WHEREAS, Transportation technical studies are included in this program of substitute projects; and

WHEREAS, The City of Chicago has been designated by the Metropolitan Planning Organization to be applicant and administrator of the technical studies grant funds; and

WHEREAS, By ordinance passed July 20, 1981, the City Council authorized the Mayor to execute grant agreements with the Urban Mass Transportation Administration (UMTA) and the Illinois Department of Transportation (IDOT) up to a total amount of \$520,000 in order to complete the technical analysis for mass transportation system to serve southwest Chicago; and

WHEREAS, These funds include \$15,000 for the Chicago Transit Authority (CTA) and \$65,000 for the Chicago Area Transportation Study (CATS); and

WHEREAS, The City of Chicago, as applicant and administrator of these grant funds, must, per UMTA requirements, enter into agreements with the Chicago Transit Authority and the Chicago Area Transportation Study to pass these funds through; and

WHEREAS, All pass-through grant funds from the Federal Government and the State, who provides the local match, will require no contribution from the City of Chicago or the pass-through agencies, now, therefore,

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

SECTION 1. That pass-through agreements and subsequent revisions thereto which do not result in any additional costs between the City of Chicago and both of the aforesaid agencies for transportation technical studies, are hereby approved.

SECTION 2. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the Comptroller to approve, upon approval of the Corporation Counsel as to form legality, the pass-through agreements between the City of Chicago and both of the aforesaid agencies.

SECTION 3. That the Comptroller is directed to disburse the grant funds in accordance with the pass-through agreements.

SECTION 4. That the Commissioner of Public Works, with the approval of the City Comptroller, is authorized to execute subsequent revisions to the pass-through agreements relative to budgetary revisions.

SECTION 5. That this ordinance shall be in full force and effect from and after the day of its passage.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--40.

Nays--None.

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

**Execution of Agreements Authorized with Specified Commuter
Airlines for Joint-Use Space at Chicago-O'Hare
International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass five proposed ordinances (under separate committee reports) transmitted therewith, authorizing execution of agreements with specified commuter airlines for joint-use space at Chicago-O'Hare International Airport.

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

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

Nays--None.

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

Said ordinances as passed read respectfully as follows (the italic heading in each case not being a part of the ordinance):

Decatur Aviation, Inc.

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 approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Decatur Aviation, Inc., at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement made and entered into, this ____ day of _____, A.D., 19__, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Decatur Aviation, Inc., a corporation organized under and existing by virtue of the laws of the State of Delaware, hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- Part I General Conditions
- Part II Special Conditions Numbered 1 to 8

- Part III Exhibits and attachments 2 of 2 all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART I - GENERAL CONDITIONS

ARTICLE I

Restrictions of Certain Federal, State and Municipal Statutes and Agreements

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

B. If premises situated at:

1. Chicago-O'Hare International Airport, the provision of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

2. Chicago Midway Airport, the provisions of a lease authorized December 30, 1930, as amended, by and between the City of Chicago and the Board of Education of the City of Chicago, under which lease the City of Chicago holds and operates said Airport.

3. Merrill C. Meigs Field, the provisions of a lease authorized October 1, 1946, as amended, by and between the City of Chicago and the Chicago Park District, under which lease the City of Chicago holds and operates said Airport.

C. Other existing agreements and leases between Landlord and the United States and any and all future releases, deeds, leases and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

The right of Landlord to further develop, improve, maintain, modify and repair the landing area, the Terminal Buildings and other buildings and appurtenances on the Airports, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

ARTICLE II

Assignment or Transfer, Subleasing and Independence of Agreement

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement, nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein.

Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Merrill C. Meigs Field, Chicago Midway Airport, Chicago-O'Hare International Airport, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Airports and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that

event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this 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 the Landlord for any purpose or in any manner whatsoever.

ARTICLE III

Acceptance of Physical Condition of Premises

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

ARTICLE IV

Alteration of Premises

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify; without the consent in writing in each instance of the Commissioner of Aviation (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and, if then approved, may incorporate all or part thereof within this agreement as attachments thereto.

ARTICLE V

Tenant Maintenance

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

ARTICLE VI

Indemnity Fees, Charges and Taxes

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

ARTICLE VII

Insurance Required of Tenant

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

ARTICLE VIII

Damage to, or Destruction of Premises

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

ARTICLE IX

Access, Ingress, Egress and Inspection Mode of Operation and Personnel

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

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Airport, and shall be further subject in the case of operations at Chicago-O'Hare International Airport, to the provisions of paragraph 4, Article XI of that certain agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain agreement entitled "Lease of Terminal

Facilities" and to such other provisions of said related agreements as may be pertinent as entered into between the City and the Scheduled Airlines governing use and operation of Chicago-O'Hare International Airport.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Airport who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Airport.

ARTICLE X

Non Recording

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

ARTICLE XI

Default Confession of Judgment

If Tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in the case of the non-payment of the rent and charges reserved hereby or any part thereof or of the breach of any covenant contained in this agreement, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate.

Upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof.

Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise contained in said agreement, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this 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 statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this 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 Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this 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 Court of Record in this State 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 Landlord

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.

Landlord 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.

The landlord may collect and receive any rent due from Tenant and payment or receipts 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 Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this 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.

ARTICLE XII

Laws, Ordinances, Rules and Regulations

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, Counties of Cook and DuPage, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport, now in effect or hereafter promulgated.

ARTICLE XIII

Peaceful Possession

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

ARTICLE XIV

Services and Charges

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

ARTICLE XV

Performance Bond

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

ARTICLE XVI

Equal Opportunity

Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, 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, color, creed, religion, age, sex, or national origin. Such 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 non-discrimination clause. Tenant further agrees that this clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishings skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*; and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Section 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Section 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Section 851-856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Section 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

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

Non-Discrimination in the Use of the Premises by Tenant

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

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

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

Prohibition Against Exclusive Rights

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

Non-Discrimination in Furnishing Services

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

Affirmative Action

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

ARTICLE XVII

Prevailing Wage Scale

Tenant shall pay, or cause to be paid, wages not less than those determined to be prevailing in this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of CH. 48, Secs. 39s-1 and 39s-11 inclusive, Ill. Rev. Stat. 1973, whichever is pertinent.

ARTICLE XVIII

Conformity with Illinois Law

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

ARTICLE XIX

Notices

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to: Tenants at Decatur Aviation, Inc., Decatur Airport, Box 990, Decatur, Illinois 62525, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

PART II - SPECIAL CONDITIONS

1. The first paragraph of Article IX, General Conditions, reading as follows:

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

shall be and is hereby changed to read as follows:

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

2. *Premises*

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby allow Tenant to use, in common with Britt Airlines, Inc. the space located in the Concourse "A" Building at Chicago-O'Hare International Airport which is outlined in red on Exhibit "A" attached hereto and by this reference made a part hereof.

3. *Purpose*

Tenant agrees that the premises herein demised are to be used solely in connection with its business of air transportation.

4. *Term*

The term of this agreement shall be for a period of two years commencing on _____ the date of City Council authorization and expiring on _____. It is understood and agreed that notwithstanding the above term either party may cancel this agreement on thirty (30) days notice to the other party in writing of its election so to do.

5. *Rental*

Tenant shall pay Landlord, at the Office of the Comptroller, as rental for such use and occupancy, its pro rata share of a monthly rental of Fifteen Dollars (\$15.00) per square foot per year computed on the basis of an even division of the rental for the entire joint-use area among all users on the first day of any given month during the term of this agreement. Tenant shall not, however, be obligated to pay more than half of the total appraised value of the joint-use area per month even should Tenant, through no fault of its own, become the sole occupant of the premises.

Tenant shall further pay Landlord, at the office of the Comptroller, as rental for such use and occupancy for each month, the sum of Three Hundred and No/100 Dollars (\$300.00) per month, payable in advance on the first day of such month during the term of this agreement. Payment due in landing fees for operation at Chicago-O'Hare International Airport during such month, as required hereinafter pursuant to Section 7, may be offset against such further rental of \$300.00 per month, but the amount of any O'Hare landing fees incurred by Tenant exceeding said further rental for the month shall be paid as prescribed in Section 7.

If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

6. *Performance Bond*

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of Eight Thousand and No/100 (\$8,000.00) in form and type as to be determined solely by the Comptroller, which bond shall guarantee faithful performance of the provisions of the contract.

7. *Landing Fees*

Tenant shall pay the current landing fees in effect at Chicago-O'Hare International Airport or at Merrill C. Meigs Field, or Chicago Midway Airport whenever it is necessary for Tenant's aircraft to be delivered to either of the latter.

Said payment is to be computed on landing fees, but not parking fees, then in effect as outlined in Chapter 37 of the Municipal Code of the City of Chicago.

Tenant agrees that it shall keep and maintain records of all landings made at Chicago-O'Hare International Airport, Merrill C. Meigs Field and Chicago Midway Airport, in form as approved by the Comptroller, and shall remit directly to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner, on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof.

Landing fees shall not be assessed for any landing of a ferry flight between Chicago-O'Hare International Airport and the other City owned Airports, or for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, the Commissioner shall advise Tenant of the specific fee to be in effect at Chicago-O'Hare International Airport for each such period, at least fifteen (15) days in advance of such period.

8. Operation

It is understood and agreed that Tenant shall, in a fair and equitable manner, cooperate with the other third level carriers leasing space in the "A" Concourse Building, in maintaining such services as the busing of passengers to and from other areas of the airport, garbage disposal and such other services as are, or may be instituted from time to time, for the purpose of providing efficient service.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ (C.J.P. pp. _____).

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

[Signature forms omitted for printing purposes.]

PART III - EXHIBITS AND ATTACHMENTS

[Exhibit "A", printed on pages 6997 through 6998 of this Journal.]

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

Direct Air, Inc.

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 approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Direct Air, Inc. at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement, made and entered into, this ____ day of ____, A.D., 19__, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Direct Air Inc., a corporation organized under and existing by virtue of the laws of the State of Indiana, hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- Part I General Conditions
- Part II Special Conditions numbered 1 to 8
- Part III Exhibits and Attachments 2 of 2 all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART I - GENERAL CONDITIONS

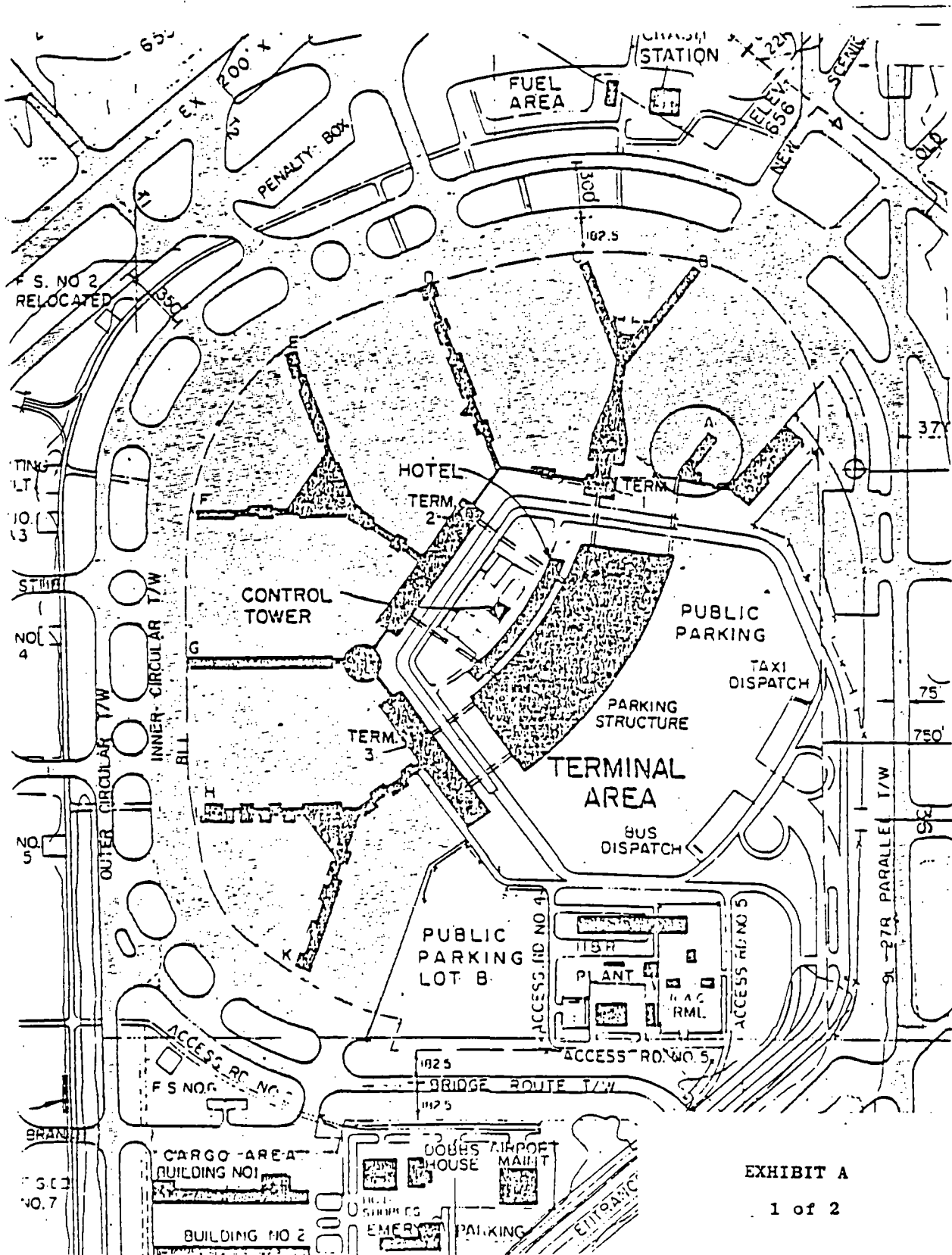
Article I through Article XVIII printed on pages 6988 through 6994 of this Journal.

ARTICLE XIX

NOTICES

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to:

Tenant at Direct Air, Inc., Kokomo Municipal Airport, Kokomo, Indiana 46901 or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notice shall be deemed to have been given when so sent.



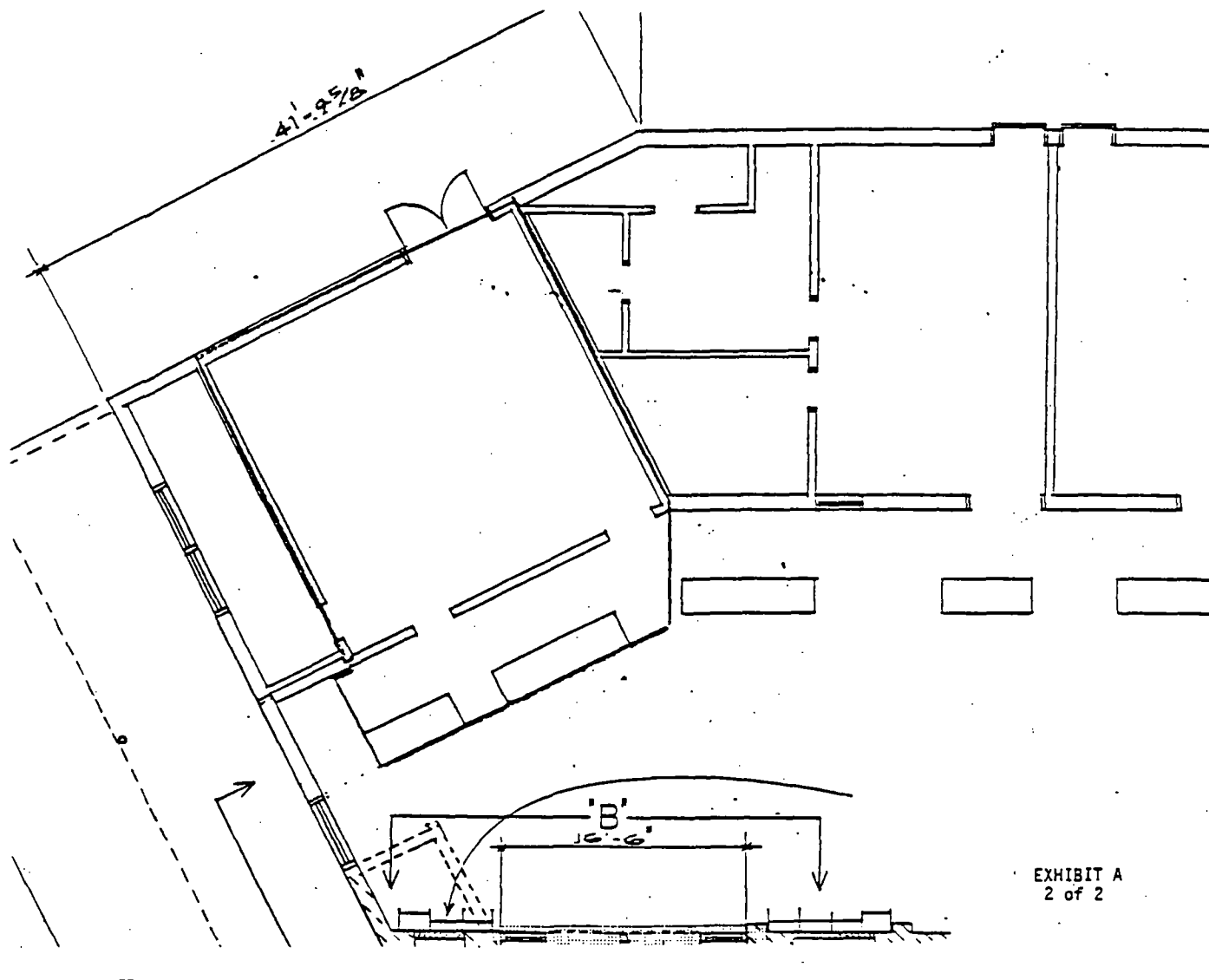


EXHIBIT A
2 of 2

PART II - SPECIAL CONDITIONS

Article I through 8 printed on pages 6994 through 6996 of this Journal.

PART III - EXHIBITS AND ATTACHMENTS

Exhibits and attachments printed on pages 6997 through 6998 of this Journal.

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

Lakeland Aviation.

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 approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Lakeland Aviation, at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement, made and entered into, this ____ day of ____, A.D., 19__, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Lakeland Aviation a corporation organized under and existing by virtue of the laws of the State of ____ hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- | | |
|----------|--|
| Part I | General Conditions |
| Part II | Special Conditions numbered 1 to 8 |
| Part III | Exhibits and Attachments 2 of 2 all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length. |

PART I - GENERAL CONDITIONS

Article I through Article XVIII printed on pages 6988 through 6994 of this Journal.

ARTICLE XIX

NOTICES

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to:

Tenant at Steven Van Beek Lakeland Aviations, Kern Avenue, Rice Lake, WI 54868 or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notice shall be deemed to have been given when so sent.

PART II - SPECIAL CONDITIONS

Article I through 8 printed on pages 6994 through 6996 of this Journal.

PART III - EXHIBITS AND ATTACHMENTS

Exhibits and attachments printed on pages 6997 through 6998 of this Journal.

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

—
Phillips Airlines, Inc.

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 approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Phillips Airlines, Inc., at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement, made and entered into, this ____ day of _____, A.D., 19__, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Phillips Airlines, Inc. a corporation organized under and existing by virtue of the laws of the State of Indiana, hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- | | |
|----------|---|
| Part I | General Conditions |
| Part II | Special Conditions numbered 1 to 8 |
| Part III | Exhibits and Attachments Exhibits A 2 of 2 all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length. |

PART I - GENERAL CONDITIONS

Article I through Article XVIII printed on pages 6988 through 6994 of this Journal.

ARTICLE XIX

NOTICES

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to:

Tenant at Phillips Airport, Rural Route No. 4, Box 141, Michigan City, Indiana 46360 or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notice shall be deemed to have been given when so sent.

PART II - SPECIAL CONDITIONS

Articles I through 8 printed on pages 6994 through 6996 of this Journal.

PART III - EXHIBITS AND ATTACHMENTS

Exhibits and attachments printed on pages 6997 through 6998 of this Journal.

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

Tri-State Flite Services, Inc.

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 approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Tri-State Flite Services, Inc., at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement, made and entered into, this ____ day of ____, A.D., 19__, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Tri-State Flite Services, Inc., a corporation organized under and existing by virtue of the laws of the State of ____ hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- Part I General Conditions
- Part II Special Conditions numbered 1 to 8
- Part III Exhibits and Attachments 2 of 2 all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

PART I - GENERAL CONDITIONS

Article I through Article XVIII printed on pages 6988 through 6994 of this Journal.

ARTICLE XIX

NOTICES

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to:

Tenant at Tri-State Flite Services, Inc., Terry E. Hudik, President, Dubuque Municipal Airport, R. R. 3, Dubuque, IA 52001, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notice shall be deemed to have been given when so sent.

PART II - SPECIAL CONDITIONS

Articles I through 8 printed on pages 6994 through 6996 of this Journal.

PART III - EXHIBITS AND ATTACHMENTS

Exhibits and attachments printed on pages 6997 through 6998 of this Journal.

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

Execution of Amendatory Agreement Authorized between City
and Peoria-Rockford Bus Co. for Bus Service to and from
Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an amendment to an agreement

between the City of Chicago and Peoria-Rockford Bus Company providing for bus service between Rockford, Illinois and 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an amendment to an agreement with Peoria-Rockford Bus Company, as passed by the City Council May 28, 1975 (C.J.P. pp. 328-331), as amended, said amendment to be in the following form:

This Agreement made and entered into, this _____ day of _____, A.D., 19____, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Peoria-Rockford Bus Company, a corporation organized under and existing by virtue of the laws of the State of Illinois, hereinafter referred to as the "Licensee".

WITNESSETH :

Whereas, City and Licensee have heretofore entered into an agreement under date of May 28, 1975, authorized by the City Council May 28, 1975 (C.J.P. pp. 328-331), hereinafter referred to as "said agreement", in and by which City, among other provisions, granted to Licensee certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Licensee hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the modifications of, changes in, and amendments to said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein are as follows:

1. The first paragraph in Section 1, entitled "Term", appearing on pages 1 and 2 of said agreement, reading as follows:

"The City does hereby grant to Licensee, Peoria-Rockford Bus Company, for a term of two (2) years, commencing on July 1, 1979 and terminating on June 30, 1981, a non-exclusive privilege to enter upon the hereinbefore mentioned airport premises only for the purpose of transporting passengers to and from said Airport and the City of Rockford, Illinois, subject however, to the terms and conditions as hereinafter set forth."

shall be and the same is hereby modified, changed, and amended to read as follows:

The City does hereby grant to Licensee, Peoria-Rockford Bus Company, for the period of two (2) years, commencing July 1, 1981 and terminating on June 30, 1983, a non-exclusive privilege to enter upon the hereinbefore mentioned airport premises only for the purpose of transporting passengers to and from said airport and the City of Rockford, Illinois subject however, to the terms and conditions as hereinafter set forth.

2. The first paragraph in Section 2, entitled "Rental", appearing on pages 2, 3, and 4 of said agreement and reading as follows:

"Licensee, in consideration of the privilege granted herein during the term hereof, does hereby covenant and agree to pay to City an annual guarantee of Thirty Thousand and No/100 Dollars (\$30,000.00) or ten percent (10%) of its Gross Revenues derived from the carriage of passengers from the City of Rockford, Illinois, to the Airport and from the Airport to the City of Rockford, Illinois, whichever is greater."

shall be and the same is hereby modified, changed, and amended to read as follows:

Licensee, in consideration of the privilege granted herein during the term hereof, does hereby covenant and agree to pay to City an annual guarantee of Seventy-two Thousand and No/100 Dollars (\$72,000.00) or ten percent (10%) of its Gross Revenue derived from the carriage of passengers from the City of Rockford, Illinois, to the Airport and from the Airport to the City of Rockford, Illinois, whichever is greater.

3. Section 15, entitled "Equal Opportunity", appearing on pages 8 and 9 of said agreement, reading as follows:

"Licensee, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice.

Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex 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.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 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; and 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 Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission of Human Relations.

shall be and the same is hereby modified, changed, and amended to read as follows:

EQUAL OPPORTUNITY

Licensee in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101 *et seq.*; and all amendments to those statutes, executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851-856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

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

NON-DISCRIMINATION IN THE USE OF THE PREMISES BY TENANT

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

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

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 19____ (C.J.P. p. _____).

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

[Signature forms omitted for printing purposes.]

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

**Execution of Agreement Authorized Between City and
Illinois Bell Telephone Co. for Space at Chicago-
O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City of Chicago and Illinois Bell Telephone Company for information counter and lounge 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clawis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement with Illinois Bell Telephone Company, said agreement to be in the following form:

This Agreement, made and entered into, this ____ day of _____ A.D., 19__, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Illinois Bell Telephone Company, a corporation organized under and existing by virtue of the laws of the State of Illinois, hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- | | |
|----------|--|
| Part I | General Conditions |
| Part II | Special Conditions number 1 to 4 |
| Part III | Exhibits and Attachments A to D all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length. |

PART I - GENERAL CONDITIONS

Articles I through XVIII printed on pages 6988 through 6994 of this Journal.

ARTICLE XIX

NOTICES

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to:

Tenant at 225 West Randolph Street, Room 25-D, Chicago, Illinois 60606 or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notice shall be deemed to have been given when so sent.

PART II - SPECIAL CONDITIONS

1. PREMISES

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Parcel 1.

Area No. 1A16-U4 in Terminal Building No. 1, being that portion of said building as outlined in red on the plat hereto attached, marked Exhibit "A" and made a part hereof; Area No. 2A16-U3 in Terminal Building No. 2, being that portion of said building as outlined in red on the plat hereto attached, marked Exhibit "B" and made a part hereof; and the premises designated as Area No. 3B16-U3 in Terminal Building No. 3, being that portion of said building as outlined in red on the plat hereto attached, marked Exhibit "C" and made a part hereof;

each of said spaces consisting of a circular area 15 feet in diameter or 177 square feet, more or less.

Parcel 2.

Area No. G16-U1, "G" Concourse being that portion of said concourse consisting of 350 square feet, more or less, as outlined in red on the plat hereto attached, marked Exhibit "D" and made a part hereof.

Each of the provisions of this agreement applies only to that portion of the operations of the Tenant which are within the premises specifically demised herein. This agreement shall not modify the obligations of either party under the lease between them dated May 26, 1961.

2. PURPOSE

Parcel 1.

Tenant shall maintain and conduct upon and within each of the demised premises, a telephone information center and may use said premises for no other purpose or purposes whatsoever.

Parcel 2.

Tenant may occupy and use the demised premises for an office and employee lounge and for no other purpose or purposes whatsoever.

3. TERM

The term of this agreement shall be for three (3) years beginning on ____ day of ____ 1981, the date of approval of the authorizing ordinance by the City Council and terminating on the ____ day of ____ 1984. It is understood and agreed that, notwithstanding the above term, either party may cancel and terminate this agreement upon ninety (90) days notice to the other party in writing of its election so to do.

4. RENTAL

Parcel 1.

Tenant shall pay to Landlord as rent for the demised premises the sum of Sixteen and 00/100 Dollars (\$16.00) per square foot per annum or the total sum of Eight Thousand Four Hundred Ninety-six and 00/100 Dollars (\$8,496.00) payable in advance in equal monthly installments of Seven Hundred Eight and 00/100 Dollars (\$708.00) said payments to be made at the office of the City Comptroller of the City of Chicago.

Parcel 2.

Tenant shall pay to Landlord as rent for the demised premises the sum of Sixteen and 00/100 Dollars (\$16.00) per square foot per annum or the total sum of Five Thousand Six Hundred and 00/100 Dollars (\$5,600.00) payable in advance in equal monthly installments of Four Hundred Sixty-six and 67/100 Dollars (\$466.67), said payments to be made at the office of the City Comptroller of the City of Chicago.

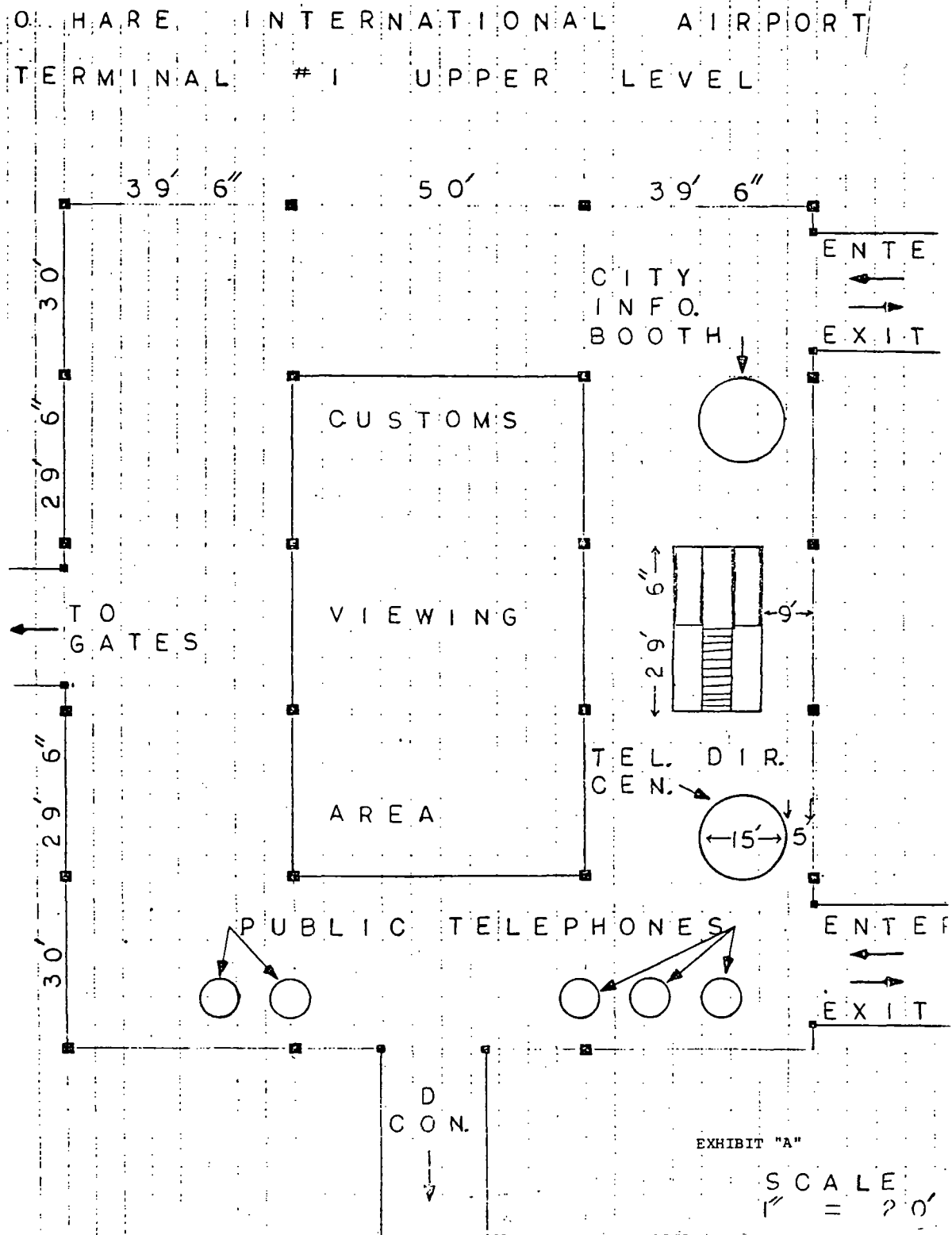
In Witness Whereof, The City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and _____ has caused this Agreement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

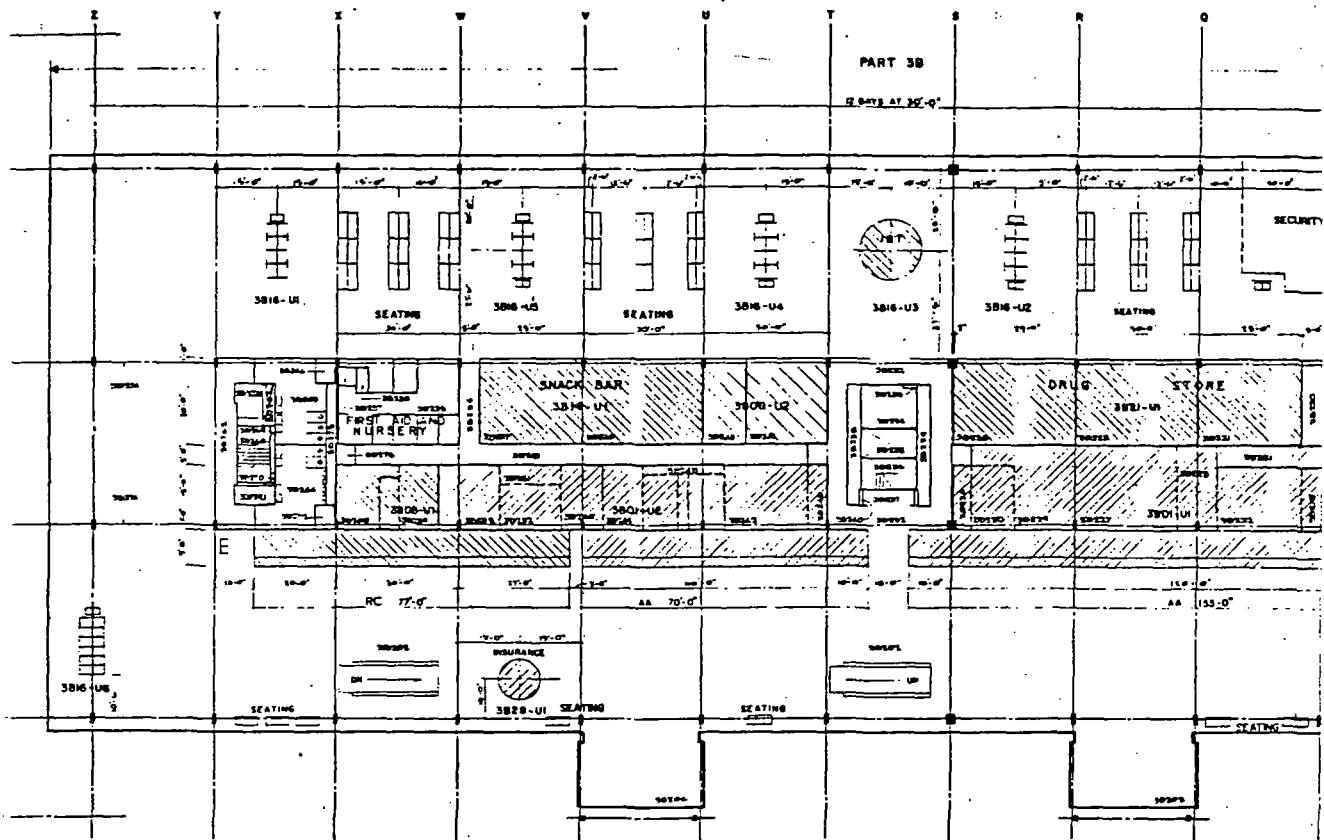
[Signature forms omitted for printing purposes.]

PART III - EXHIBITS AND ATTACHMENTS.

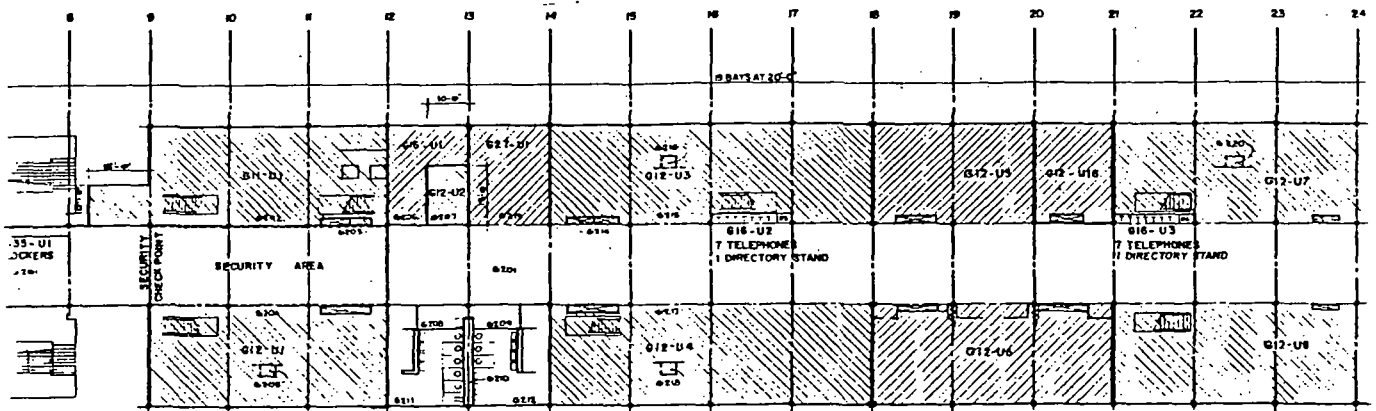
SECTION 2. This ordinance shall be in force and effect from and after its passage.

[Exhibits "A", "B", "C" and "D" printed on pages 7007 through 7009 of this Journal.]





Chicago-O'Hare International Airport
EXHIBIT "C"
Illinois Bell Telephone Company



Chicago-O'Hare International Airport
EXHIBIT "D"
Illinois Bell Telephone Company

**Authorization of an Ordinance Amending Lease to International
Terminal Facilities with International Air Carriers 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:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporate Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an amendment to an International Terminal Facilities Agreement with Air France, American Airlines, British Airways, KLM Royal Dutch Airlines, Lufthansa German Airlines, Mexicana Airlines, Northwest Airlines, Pan American World Airways, Scandinavian Air Systems, Swissair Transport Co., Trans World Airlines and United Air Lines, for premises at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement made and entered into, this _____ day of _____, A.D. 1981, by and between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter referred to as "City") and _____ a corporation organized and existing under and by virtue of the laws of _____ (hereinafter referred to as "Airline").

WITNESSETH:

Whereas, City and Airline have heretofore entered into an agreement under date of June 10, 1970, authorized by the City Council June 10, 1970, (C.J.P. pp. 8685 - 8696), as amended, hereinafter referred to as "said agreement", in and by which City, among other provisions, granted to Airline certain privileges or premises to be occupied and used for the purposes therein stated, in the International Terminal Building No. 1, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and DuPage, and State of Illinois;

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Airline hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions, and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the modifications of, changes in, and amendments to, said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That first paragraph of Section 3.02 appearing on page 8 of said agreement and reading as follows:

"Section 3.02. Rental payable by Airline for Airline Outbound Joint Space. Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to the City, as rental for Airline Outbound Joint Space, its prorata share of a monthly rental of Fourteen Thousand Five Hundred Three and No/100 Dollars (\$14,503.00) computed as follows:"

Shall be and the same is hereby modified, changed, and amended to read as follows:

Section 3.02. Rental Payable by Airline for Airline Outbound Joint Space. Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City, as rental for Airline Outbound Joint Space, its prorata share of a monthly rental of Fifteen Thousand Thirty-two and No/100 Dollars (\$15,032.00) computed as follows:

2. That first paragraph of Section 3.03 appearing on page 9 of said agreement and reading as follows:

"Section 3.03. Rental Payable by Airline for Airline Inbound Joint Space. Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City, as rental for Airline Inbound Joint Space, its prorata share of a monthly rental of One Thousand Four Hundred Thirty-four and No/100 Dollars (\$1,434.00) computed as follows:"

Shall be and the same is hereby modified, changed and amended to read as follows:

Section 3.03. *Rental Payable by Airline for Airline Inbound Joint Space.* Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City, as rental for Airline Inbound Joint Space, its prorata share of a monthly rental of One Thousand Four Hundred Eight-six and 92/100 Dollars (\$1,486.92) computed as follows:

3. That first paragraph of Section 3.04 appearing on page 9 of said agreement and reading as follows:

"Section 3.04. *Charge Payable by Airline for Federal Inspection Area.* Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City its prorata share of a monthly reimbursement charge for the availability of the Federal Inspection area of Thirty-nine Thousand Nine Hundred and No/100 Dollars (\$39,900.00), subject to adjustment as hereinafter provided, computed as follows:"

Shall be and the same is hereby modified, changed, and amended to read as follows:

Section 3.04. *Charge Payable by Airline for Federal Inspection Area.* Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City its prorata share of a monthly reimbursement charge for the availability of the Federal Inspection Area of Forty-two Thousand Eight Hundred Ninety-five and 17/100 Dollars (\$42,895.17), subject to adjustment as hereinafter provided, computed as follows:

It is therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions, and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1981, (C.J.P. pp. _____).

[Signature forms omitted for printing purposes.]

SECTION 2. 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--46.

Nays--None.

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

Execution of Agreement Authorized between City and Freedom
Airlines, Inc. for Space at Chicago-O'Hare
International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City of Chicago and Freedom Airlines, Inc. for 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval as to form and legality of the Corporation Counsel, are authorized to execute in behalf of the City of Chicago an agreement with Freedom Airlines, Inc. at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement made and entered into, this _____ day of _____, A.D., 19____, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and _____, a corporation organized under and existing by virtue of the laws of the State of Ohio, hereinafter referred to as "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- | | |
|----------|--|
| Part I | General Conditions |
| Part II | Special Conditions numbered 1 to 7 |
| Part III | Exhibits and Attachments 2 of 2 all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length. |

PART I - GENERAL CONDITIONS

Articles I through XVIII printed on pages 6988 through 6994 of this Journal.

ARTICLE XIX

NOTICES

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to:

Tenant at: Mr. Jerry Winston - Freedom Airlines, Inc.
19 Broome County Airport, Johnson City, N.Y. 13790

Or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

PART II - SPECIAL CONDITIONS

1. PREMISES

Landlord, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Tenant, the premises designated as follows:

Approximately Three Hundred Eighty-four (384) square feet of space located in Concourse "A" at Chicago-O'Hare International Airport, as shown on Exhibit "A" attached hereto and by this reference made a part hereof.

2. PURPOSE

Tenant agrees that the premises herein designated are to be used solely in connection with its business of air transportation.

3. TERM

The term of this agreement shall be for a period of two years commencing on _____ the date of City Council authorization and expiring on _____. It is understood and agreed that, not withstanding the above term, either party may cancel this agreement upon thirty (30) days notice to the other party in writing of its election so to do.

4. RENTAL

Tenant shall pay Landlord, at the office of the Comptroller, for such use and occupancy, the sum of Five Thousand Seven Hundred Sixty and No/100 Dollars (\$5,760.00) per annum, payable in advance in monthly installments of Four Hundred Eighty and no/Dollars (\$480.00) on the first day of each month during the term of this lease. If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a prorata basis according to the number of days of such month involved.

5. PERFORMANCE BOND

At the time of the execution hereof, Tenant shall execute and deliver to the Comptroller a Performance Bond in the amount of \$10,000.00 in a form and type approved by the Comptroller which bond shall guarantee faithful performance of the provisions of the contract.

6. LANDING FEES

Tenant shall pay the current landing fees in effect at Chicago-O'Hare International Airport, or at Chicago Midway Airport, or Merrill C. Meigs Field whenever it is necessary for Tenant's aircraft to use either of the latter.

Said payment is to be computed on landing fees, but not parking fees, then in effect as outlined in Chapter 37 of the Municipal Code of the City of Chicago.

Tenant agrees that it shall keep and maintain records of all landings made at Chicago-O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field, in form as approved by the Comptroller, and shall remit directly to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner, on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof.

Landing fees shall not be assessed for any landing of a ferry flight between Chicago-O'Hare International Airport and the other City-owned airports, or for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, the Commissioner shall advise Tenant of the specific fee to be in effect at Chicago-O'Hare International Airport for each such period, at least fifteen (15) days in advance of such period.

7. OPERATION

It is understood and agreed that Tenant shall, in a fair and equitable manner, cooperate with the other third level carriers leasing or subleasing space in the "A" Concourse Building, in maintaining such services

as the busing of passengers to and from other areas of the airport, garbage disposal and such other services as are, or may be instituted from time to time, for the purpose of providing efficient service.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ (C.J.P. pp. _____).

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

[Signature forms omitted for printing purposes.]

PART III - EXHIBITS AND ATTACHMENTS.

[Exhibit "A" printed on pages 7015 through 7016 of this Journal.]

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

Execution of Agreement Authorized between City, Golden Jet Flight Kitchens, Inc. and SAS Catering, Inc. for Premises at Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City of Chicago, Golden Jet Flight Kitchens, Inc. and SAS Catering, Inc. for premises 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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--40.

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 Mayor, subject to attestation by the City Clerk and to approval by the City Comptroller and as to form and legality by the Corporation Counsel, is authorized to execute an agreement by and between Golden Jet Flight Kitchens, Inc. and SAS Catering, Inc. and the City of Chicago for premises at Chicago-O'Hare International Airport, said agreement to be in the following form:

Agreement made as of the 11th day of June, 1981, between SAS Catering, Inc., a Delaware corporation with offices at O'Hare International Airport, Chicago, Ill. (hereinafter referred to as "SAS"), and Golden Jet Flight Kitchens, Inc. ("Seller"), and Continental Air Lines, Inc., ("Continental"), both Nevada corporations, with offices c/o Continental Airlines, Los Angeles International Airport, Los Angeles, California 90009.

WITNESSETH:

Whereas, Pursuant to a Lease dated November 30, 1964, as amended and extended by agreements dated June 11, 1971 and January 1, 1975 (the "Lease", a copy of which is annexed hereto as Exhibit "A"), the City of Chicago (the "City") leased certain space and premises (the "Premises") at Chicago-O'Hare International Airport (the "Airport") to Seller; and

Whereas, the term of the Lease is presently scheduled to expire on November 26, 1984; and

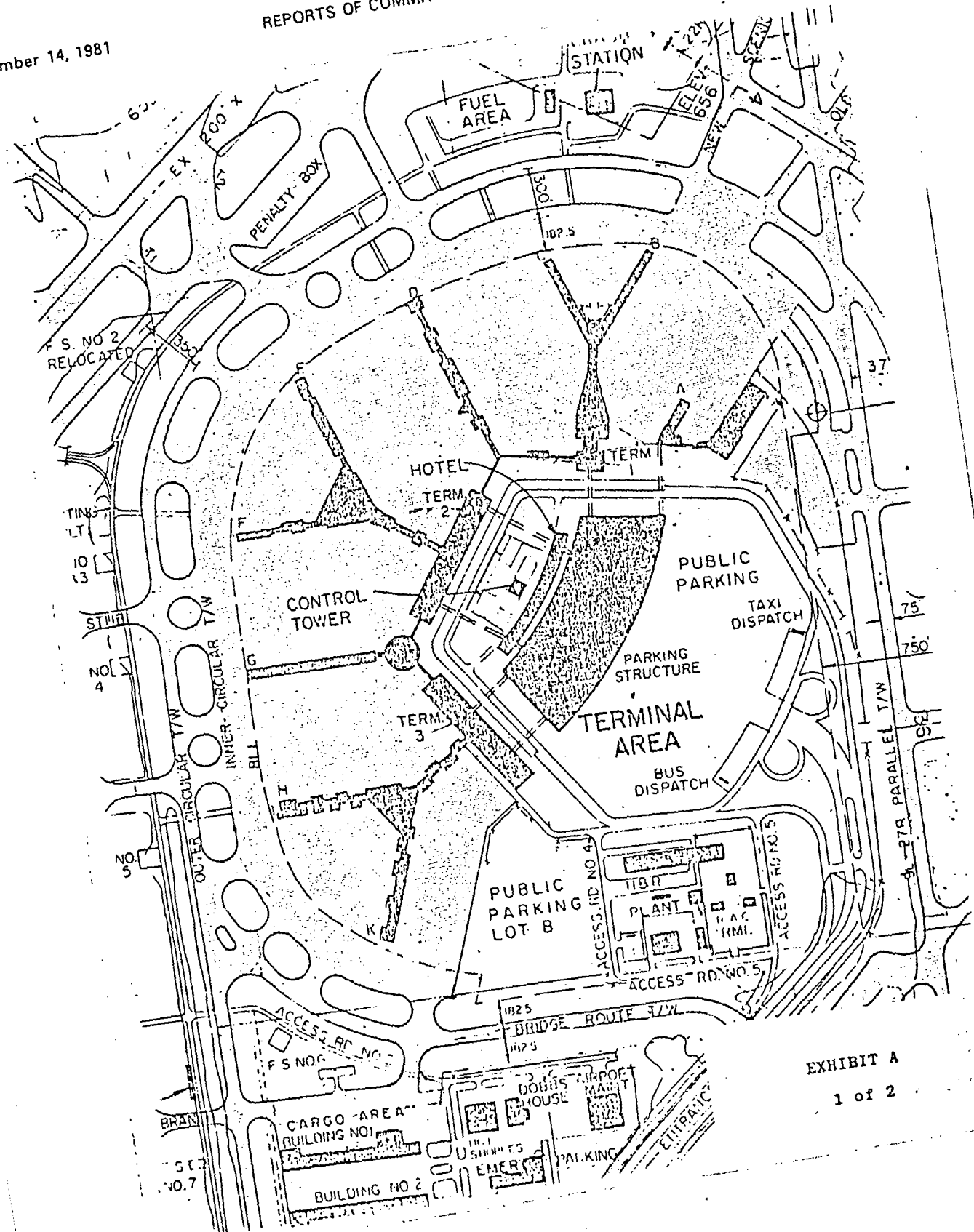
Whereas, Seller desires to assign the Lease to SAS and to transfer to SAS certain equipment located at the Premises which Seller shall acquire from its parent company Continental; and

Whereas, SAS desires to assume the Lease and to acquire such equipment pursuant to the terms and subject to the conditions hereinafter set forth.

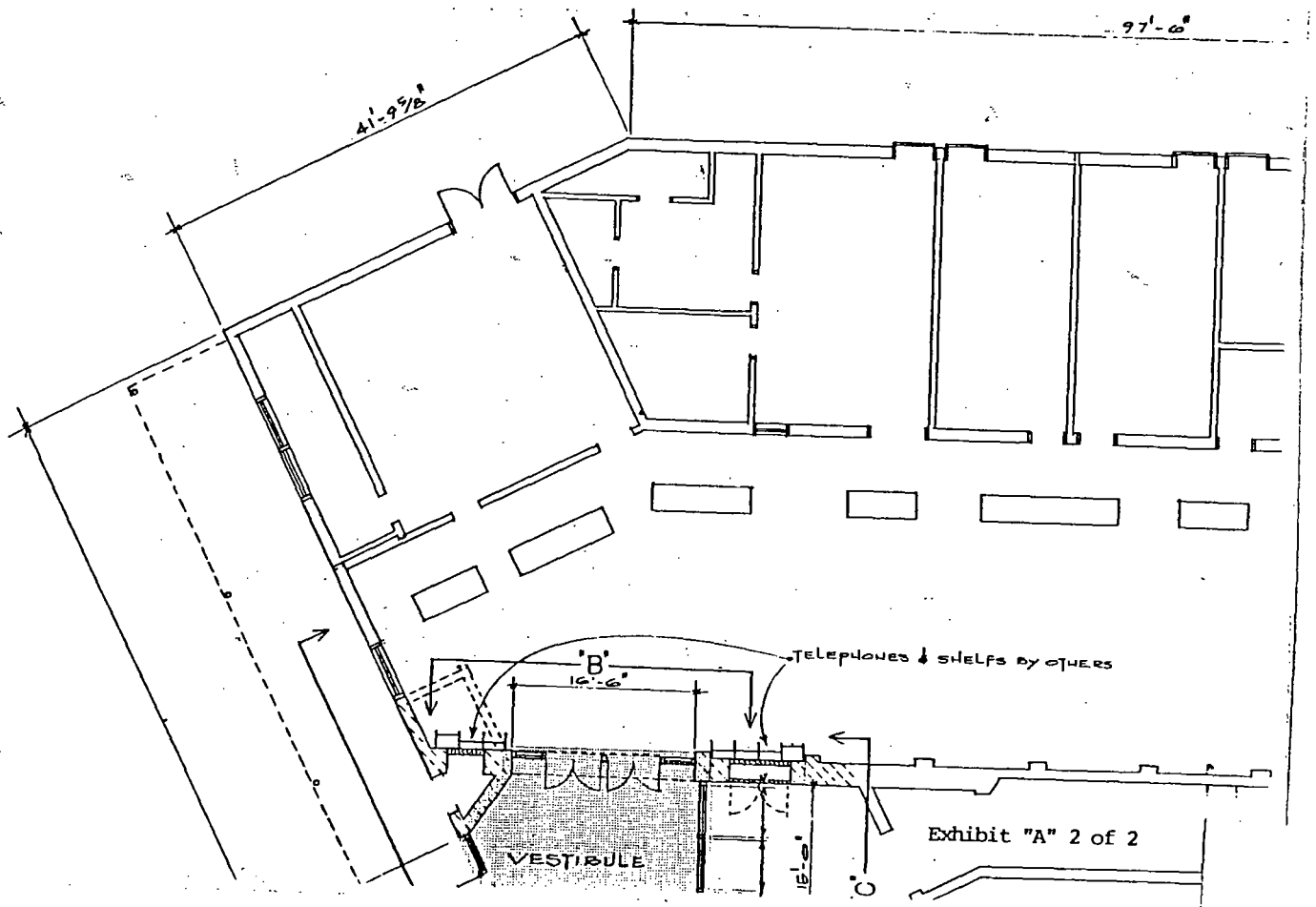
Now, Therefore, in consideration of the mutual benefits to be derived therefrom and the mutual agreements hereinafter contained, the parties hereto do hereby agree as follows:

REPORTS OF COMMITTEES

September 14, 1981

EXHIBIT A
1 of 2

September 14, 1981



Execution of Agreement Authorized between City, Golden Jet Flight
Kitchens, Inc. and SAS Catering, Inc. for Premises at
Chicago-O'Hare International Airport.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City of Chicago, Golden Jet Flight Kitchens, Inc. and SAS Catering, Inc. for premises 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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--40.

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 Mayor, subject to attestation by the City Clerk and to approval by the City Comptroller and as to form and legality by the Corporation Counsel, is authorized to execute an agreement by and between Golden Jet Flight Kitchens, Inc. and SAS Catering, Inc. and the City of Chicago for premises at Chicago-O'Hare International Airport, said agreement to be in the following form:

Agreement made as of the 11th day of June, 1981, between SAS Catering, Inc., a Delaware corporation with offices at O'Hare International Airport, Chicago, Ill. (hereinafter referred to as "SAS"), and Golden Jet Flight Kitchens, Inc. ("Seller"), and Continental Air Lines, Inc., ("Continental"), both Nevada corporations, with offices c/o Continental Airlines, Los Angeles International Airport, Los Angeles, California 90009.

WITNESSETH:

Whereas, Pursuant to a Lease dated November 30, 1964, as amended and extended by agreements dated June 11, 1971 and January 1, 1975 (the "Lease", a copy of which is annexed hereto as Exhibit "A"), the City of Chicago (the "City") leased certain space and premises (the "Premises") at Chicago-O'Hare International Airport (the "Airport") to Seller; and

Whereas, the term of the Lease is presently scheduled to expire on November 26, 1984; and

Whereas, Seller desires to assign the Lease to SAS and to transfer to SAS certain equipment located at the Premises which Seller shall acquire from its parent company Continental; and

Whereas, SAS desires to assume the Lease and to acquire such equipment pursuant to the terms and subject to the conditions hereinafter set forth.

Now, Therefore, in consideration of the mutual benefits to be derived therefrom and the mutual agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. *Assignment of Lease, Sale of Equipment, and Purchase Price.*

1.01 At the Closing hereinafter described, Seller shall: (a) assign the Lease to SAS and SAS shall assume the Lease, all as more specifically set forth in a separate instrument of assignment, the form of which is annexed hereto as Exhibit "B" (the "Assignment and Assumption Agreement"); and (b) transfer by Bill of Sale (in the form of Exhibit "C" hereto) certain equipment located at the Premises (the "Equipment") to SAS, which Equipment is listed on Exhibit "C" hereto.

1.02 (a) In consideration of the Assignment of the Lease and the transfer of the Equipment, SAS does hereby agree to pay to Seller at the Closing, the aggregate sum of Five Hundred Thousand Dollars (\$500,000.00) in cash or certified check.

(b) The aggregate purchase price hereinabove set forth in Section 1.02(a) shall be reduced by \$50,000.00 at the Closing, said sum representing the aggregate down payment (the "Down Payment") made by SAS to Seller, receipt whereof is hereby acknowledged.

1.03 With respect to any liabilities and obligations of Seller relating to the Lease for periods or events occurring prior to the Closing Date, Seller will indemnify and hold harmless SAS against any claim, liability, loss or expense asserted or imposed against SAS with respect to the Lease.

1.04 Seller will deliver to SAS instruments of transfer and assignment with respect to the Lease and the Equipment being transferred herein as SAS may reasonably request to vest more effectively in SAS all of Seller's right, title and interest in the Lease and the Equipment.

1.05 SAS and Seller agree that as provided in Sections 5.01(b) and (c) hereof, the Closing of this transaction is conditioned upon obtaining the consent of the City to the Assignment.

1.06 SAS and Seller shall apportion all rentals, percentage fees, leasehold taxes, and utility and fuel bills, either due or paid, under the Lease as of the Closing Date.

1.07 At any time, and from time to time, after the Closing, SAS and Seller shall execute and deliver such other instruments or conveyance and transfer and take such other actions as may reasonably be required to consummate the transactions hereby contemplated.

2. *Closing.*

2.01 The Closing shall take place at the principle office of Continental Air Lines, Inc., Chicago-O'Hare International Airport, Chicago, Illinois within 96 hours after receipt of approval by the City.

3. *Representations and Warranties of Seller.*

In order to induce SAS to enter into this Agreement, Seller represents and warrants the following:

3.01 Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and qualified to do business in the State of Illinois.

3.02 At the time of the Closing, this Agreement shall constitute a valid and binding obligation of Seller, enforceable in accordance with its terms and shall have been authorized by all necessary corporate action of Seller.

3.03 Neither Seller nor any of its respective subsidiaries, affiliates, parents, officers, directors, employees or representatives have entered into any agreements or arrangements or in any way taken any action which would incur any liability on behalf of Seller or SAS, or any of their respective officers, agents, directors, subsidiaries, parents and affiliate corporations, for any brokerage commission, finder's or broker's fee, fee for financial advice or services, or other similar payment in connection with the transactions contemplated by this Agreement.

3.04 Seller as of the Closing, shall have good and marketable title to the Equipment free and clear of all liens and encumbrances.

3.05 Seller warrants and represents that it is not in default under the terms and provisions of the Lease with the City of Chicago, that no occurrence exists which with the passage of time or giving of notice or both, would become a default under the Lease, and that the Lease is in full force and effect; that it has not received any written or oral notices with respect to (a) any condemnation proceedings with respect to the Premises; or (b) any violation by any City, State, Federal or other governmental agency, except for citations of allegedly violating an ordinance of the Metropolitan Sanitary District of Greater Chicago which have been corrected and certain alleged maintenance and repair deficiencies noted by the Department of Aviation of the City by letter dated Oct 14, 1980 which deficiencies shall be corrected by SAS at full cost to SAS of correcting such deficiencies.

3.06 That the leasehold real estate tax payable by the Seller under the Lease for the 1979 tax year was \$13,812.12.

3.07 Neither Seller nor any of its assets, properties or business (including but not limited to the Lease and the Equipment) is subject to any charter, by-law, mortgage, lien, lease, instrument, order, judgment or decree, or any other corporate restriction of any kind or character which would prohibit it from entering into this Agreement or (except for the consent of the City required for consummating the assignment of Lease herein contemplated) from consummating the transactions contemplated hereby.

3.08 Except as to taxes not yet due or delinquent, as of the date hereof and at the time of Closing there are and shall be no debts or obligations of Seller arising out of the conduct of the Seller's or Continental's business at the Premises which might be asserted against SAS or be a charge against any of the assets being sold hereunder and neither SAS nor any of the assets being sold will after the Closing be subject to any claim of any creditor of Seller or Continental (or of any other person or business from whom any of the assets being sold may have been acquired by Seller).

3.09 All representations and warranties of Seller shall be true and correct on the date of the Closing and shall survive the Closing.

4. *Representations and Warranties of SAS.*

In order to induce SAS to enter into this Agreement, SAS represents and warrants the following:

4.02 At the time of the Closing, this Agreement shall constitute a valid and binding obligation of SAS, enforceable in accordance with its terms and shall have been authorized by all necessary corporate action of SAS.

4.03 Neither SAS nor any of its respective subsidiaries, affiliates, parents, officers, directors, employees or representatives have entered into any agreements or arrangements or in any way taken action which would incur any liabilities on behalf of Seller or SAS their officers, agents, parents, or affiliate corporations for any brokerage commission, finder's or broker's fee, fee for financial advice or services or other similar payment in connection with the transactions contemplated by this agreement.

4.04 All representations and warranties of SAS shall be true and complete on the date of Closing and shall survive the Closing.

5. *Conditions Precedent to the Obligations of SAS Hereunder.*

5.01 Seller and SAS agree that Closing of this transaction is subject to the fulfillment, prior to or by the date of Closing, of the following conditions:

(a) The representations and warranties of Seller and SAS as contained in Sections 3 and 4 of this Agreement shall be true in all material respects at and as of the date of Closing as though such representations and warranties were made on such date. Seller and SAS shall have performed all of the agreements and satisfied all of the conditions required by this Agreement to be performed and satisfied by them prior to or at the Closing.

(b) Seller shall obtain the consent of City referred to in Section 1.05 hereof, in all material respects in the form annexed hereto and marked Exhibit "D".

(d) At the Time of Closing, no litigation, proceeding, investigation or inquiry shall be pending or threatened which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement.

5.02 (a) At the Closing, Seller and Continental shall furnish to a favorable written opinion of counsel dated the date of Closing to the effect that:

- (i) The corporate structure and status of Seller and Continental is as set forth in this Agreement;
- (ii) The authorization and binding nature of this Agreement is as set forth herein;
- (iii) The title to the assets conveyed is as set forth in this Agreement;

(iv) The agreements executed hereunder are binding and legally valid undertakings as of the Closing and are enforceable (subject to applicable Federal and State Bankruptcy Laws) in accordance with their terms.

Such opinions shall cover such other matters incident to the transactions contemplated hereby which SAS may reasonably request.

5.03 (b) At the Closing, SAS shall furnish to Seller and Continental a favorable written opinion of counsel dated the date of Closing to the effect that:

- (i) The corporate structure and status of SAS is as set forth in this Agreement;
- (ii) The authorization and binding nature of this Agreement is as set forth herein;

(iii) The agreements executed hereunder are binding and legally valid undertakings as of the Closing and are enforceable (subject to applicable Federal and State Bankruptcy Laws) in accordance with their terms.

Such opinion shall cover such other matters incident to the transactions contemplated hereby which Seller or Continental may reasonably request.

6. *Indemnification*

6.01 Seller agrees to indemnify and hold harmless SAS from and against: (a) Any loss, liability or damage suffered or incurred because any representation or warranty made by Seller in this Agreement or any document furnished by Seller to SAS pursuant to this Agreement or in connection with the consummation of the transactions contemplated hereunder, is false or misleading in any material respect; (b) any loss, liability or damage suffered or incurred by SAS because of the non-fulfillment of any covenant or agreement on the part of Seller under this Agreement; (c) any loss, liability or damage resulting from any claim (including, without limitation, any tax lien), whether asserted or unasserted by a creditor of Seller based upon any failure to comply with any applicable "Bulk Sales Transfer Act"; and (d) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorney's fees) incident to the foregoing.

SAS agrees to give notice to Seller promptly after it learns of a breach by Seller of any such representation, warranty, covenant or agreement, or the making of any such claim.

6.02 SAS agrees to indemnify and hold harmless Seller from and against: (i) any loss, liability or damage suffered or incurred by it because of any representation or warranty made by SAS in this Agreement or any document furnished by SAS to Seller pursuant to this Agreement or in connection with the consummation of the transaction contemplated hereunder, is false or misleading in any material respect, (ii) any loss, liability or damage suffered or incurred by Seller because of the non-fulfillment of any covenant or agreement on the part of SAS under this Agreement, and (iii) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses (including reasonable attorney's fees) incident to the foregoing.

Seller agrees to give notice to SAS promptly after it learns of a breach by SAS of any of such representation, warranty, covenant, or agreement, or the making of any such claim.

6.03 In the event of an obligation on the part of Seller to SAS pursuant to the above provisions of this Section 6, or an obligation on the part of SAS to Seller pursuant to such provisions, or in the event that a suit, action, investigation, claim or proceeding is begun, made or instituted as a result of which either of the parties hereto may become obligated to indemnify the other hereunder, the party to be indemnified shall give prompt notice to the indemnifying party of the occurrence of such event. The indemnifying party agrees to defend, contest or otherwise protect against such suit, action, investigation, claim or proceeding at the cost and expense of said indemnifying party. The indemnified party shall have the right, but not the obligation, to participate, at its own expense, in the defense thereof by counsel

of its own choice. In the event that the indemnifying party shall fail timely to defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding, the indemnified party shall have the right to defend, contest or otherwise protect against the same, and upon ten (10) days written notice to the indemnifying party, make any compromise or settlement thereof and recover the entire cost thereof, from the indemnifying party, including, without limitation, reasonable attorney's fees, disbursements and all amounts paid as a result of such suit, action, investigation, claim or proceeding or compromise or settlement thereof.

7. Conduct of Business Pending the Closing.

7.01 During the period from the date hereof to the date of the Closing:

(a) With respect to the Lease, Seller shall refrain from taking any actions without the consent of SAS except for actions in the ordinary course of Seller's business at the Premises and Seller shall not violate the terms of the Lease, and, for the purposes hereof, ceasing to operate from and closing the Premises shall be deemed to constitute actions in the ordinary course of Seller's business.

(b) Seller shall acquire the Equipment from Continental.

(c) Neither Seller nor Continental shall sell, transfer or otherwise dispose of any of the assets to be transferred to SAS hereunder except as hereinabove provided for in subsection 7.01(b).

(d) Seller will use its best reasonable efforts to obtain the consent of the City to the Assignment and Assumption Agreement.

(e) Seller shall use its best reasonable effort to obtain a separate leasehold real estate tax assessment for the Premises from the appropriate taxing authority.

8. Undertaking of Continental

8.01 Continental does hereby agree that it has a beneficial interest in the performance of this Agreement by Seller and does hereby undertake to cause such performance by Seller and to indemnify, or cause Seller to fully perform its agreement set forth herein to indemnify SAS from and against any liability, loss, cost or expense (including reasonable attorney's fees) incurred by SAS by reason of any breach by Seller of its obligations under this Agreement.

9. Assignment

This Agreement and the rights and obligations of the parties hereto created hereunder shall not be assignable or delegable by either party hereto without the prior written consent of the other party; but, subject to the foregoing, this Agreement and the rights and obligations of the parties hereto created hereunder shall be binding upon and inure to the benefit of the respective parties hereto, their successors, assigns and legal representatives.

10. Notices

10.01 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given if delivered by registered or certified mail, return receipt requested:

(a) If to SAS to: SAS Catering, Inc.
c/o Scandinavian Airlines of North America, Inc.
138-02 Queens Boulevard
Jamaica, N.Y. 11435
Attention: Frank P. McCarney

with a copy to: Peter J. Wade, Esq.
Hale Russell & Gray
122 East 42nd Street
New York, New York 10017

(b) If to Seller: Continental Air Lines, Inc.
Los Angeles International Airport
Los Angeles, Calif. 90009
Attn.: Mark L. Moore, Asst. Vice President
Legal and Asst. Secretary

By notice given in the manner described above, either party may change the address at which subsequent notices to such party must be given.

11. *Completeness of Agreement*

11.01 This Agreement and the Exhibits hereto set forth the entire understanding and all of the representations and warranties of the parties relating to the subject matter referred to herein, and neither this Agreement nor the Exhibits hereto may be modified, supplemented or amended except by an instrument in writing of even date herewith or subsequent hereto executed by the parties' duly authorized officers.

12. *Applicable Law*

12.01 This Agreement is to be governed by and interpreted pursuant to the laws of the State of Illinois.

13. *General*

13.01 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature forms omitted for printing purposes.]

AMENDMENT TO AGREEMENT MADE AS OF THE 11th DAY OF JUNE, 1981
AMONG SAS CATERING, INC., GOLDEN JET FLIGHT KITCHENS,
INC. AND CONTINENTAL AIRLINES, INC.

1. Section 1.05 is modified to add: "The closing is further conditioned upon SAS having obtained all permits, licenses and approvals necessary to operate the catering facility located on the subject leased premises, which permits, licenses and approvals SAS will use its best reasonable efforts to obtain."

2. Section 2.01 is modified to read as follows: "The closing shall take place at the principal office of Continental Airlines, Inc., Chicago-O'Hare International Airport, Chicago, Illinois, within 96 hours after receipt of the consent of the City to the assignment of lease and SAS' receipt of all permits, licenses and approvals referred to in Section 1.05, provided, however, that the closing shall not be earlier than August 1, 1981 nor later than September 15, 1981. Notwithstanding the time set for closing, if said consent and approvals have not been obtained by September 15, 1981, SAS shall have the option to extend the closing to a date not later than November 1, 1981."

3. Section 3 is modified as follows: The caption shall read: "*Representations, Warranties and Agreements of Seller.*"

4. Add as New Section 3.10: "Seller shall maintain the premises and the building located thereon and the Equipment in good order and repair between the date hereof and the date of closing."

5. Section 4.01 is modified to read as follows: "SAS is a Delaware corporation duly organized, validly existing and in good standing under the laws of Delaware, and will be qualified to do business in the State of Illinois on the date of closing."

6. Section 5.01(a) is modified as follows: Line 1 shall read: "The representations, warranties and agreements of Seller and SAS. . . ."

7. Section 5.01(b) is modified as follows: Add at the end of this section: "and SAS shall have obtained all permits, licenses and approvals necessary to operate the catering facility located on the subject leased premises, provided SAS shall have used its best reasonable efforts to obtain the same."

8. Add as New Section 5.01(c): "No damage or destruction shall have occurred to the premises or the building and equipment located thereon."

9. Add as a new Section 5.01(e): "The parties shall have executed an agreement in form and substance satisfactory to both, under which Continental will purchase flight catering services for SAS at O'Hare Airport for a period of at least three (3) years commencing.

10. Add to Section 9: "SAS shall have the right to assign this agreement without prior written consent of Seller, to any parent, subsidiary or affiliated company of SAS."

11. Add to Section 11: "Seller acknowledges that the \$50,000 down payment required under Section 1.02(b) has been paid by SAS furnishing a letter of credit from Citibank covering said deposit.

12. Add as new Section 14 the following: "The parties agree that the \$50,000 down payment referred to in Section 1.02(b) shall be non-refundable and shall be retained by Seller as liquidated damages as its sole remedy, unless any of the following conditions is not met by the closing date, in which case said down payment shall be returned to SAS:

- (1) "Consent of the City of Chicago to the assignment of lease and all permits licenses and approvals necessary for SAS to operate the catering facility shall have been obtained.
- (2) The Board of Directors of SAS Catering, the sole shareholder of Purchaser hereunder, shall have approved this agreement by July 1, 1981.
- (3) Seller shall have performed all of the terms and conditions required to be performed by it under the agreement and all conditions precedent to SAS' obligations under Section 5 of the agreement have been fulfilled."

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

[Signature forms omitted for printing purposes.]

Exhibits "A", "B", "C", and "D" attached to this ordinance
Reads as follows:

Exhibit "A".

This Agreement, made this 30th day of November, A.D., 1964, by and between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter referred to as "Landlord") and Golden Jet Flight Kitchens, Inc., a corporation organized and existing by virtue of the laws of the State of Nevada, (hereinafter referred to as "Tenant"):

WITNESSETH:

That Landlord, for and in consideration of the covenants and agreements hereinafter contained, and made on the part of Tenant, does hereby demise and lease to Tenant the premises (hereinafter referred to as the "Demised Premises") on Chicago-O'Hare International Airport, (hereinafter referred to as "Airport") situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois, known and described in accordance with the Chicago-O'Hare International Airport Rectangular Coordinate System with the basic point of said system set forth in Section 1 of an ordinance of the City of Chicago published in the Journal of the Proceedings of the City Council, dated July 11, 1957, pages 5777 to 5784 inclusive, all as shown on Exhibit "A" attached hereto and by this reference made a part hereof.

The initial term of this Agreement shall be ten (10) years, commencing on the 27th day of November, A.D. 1964 and expiring on the 26th day of November A.D. 1974 unless otherwise extended or terminated as hereinafter provided. In the event Tenant is not then in default hereunder, Tenant shall have the further right at its option of extending the term of this Agreement upon the terms and conditions specified herein

for an additional period of ten (10) years by giving to Landlord a written notice of such election at least one hundred twenty (120) days before the expiration of the said initial term. Upon the giving of such notice the term of this Agreement shall thereby be extended for the additional ten (10) year period; provided, however, that during the extended term hereof if Tenant is not otherwise in default hereunder, Tenant shall have the right at any time upon six (6) months notice in writing to Landlord to cancel, terminate, and be released from any and all further liability under this Agreement.

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

ARTICLE I

This Agreement shall be subject and subordinate to:

(a) Any existing or further Federal or State statute or any existing or future lease or Agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport.

(b) The provisions of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September 16, 1960, and a release executed by the United States in favor of the City of Chicago, 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 Landlord and the United States and any and all future releases, deeds, leases and Agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City of Chicago for airport purposes.

(d) Any lease and agreement heretofore executed by Landlord with airlines operation at O'Hare Airport, or any future lease and Agreement which Landlord may enter into with other airlines, provided such future lease and agreement shall be limited to the scope and character of the leases and agreements now in existence with airlines.

(e) Any existing Agreements and leases between Landlord and others relating to premises at the airport.

ARTICLE II

As compensation for the privileges granted hereunder, and in addition to the rental charge hereinafter provided, Tenant agrees to pay to Landlord during each lease year of this Agreement, as hereinafter defined, and based on such lease year, a fee (hereinafter referred to as "Percentage Fee") equal to two per cent (2%) of the annual gross revenues, as hereinafter defined, derived by Tenant from its operations on, in, or from the Demised Premises. The aforesaid Percentage Fee shall be due monthly and paid on or before the 15th day of the calendar month next succeeding each and every calendar month of the term or portion thereof, on the basis of the Tenant's gross revenues for the preceding month.

Each such monthly payment shall be made to the City Comptroller of the City of Chicago (hereinafter referred to as "Comptroller") and shall be accompanied by a report to Landlord showing Tenant's gross revenues for said month and cumulatively for the lease year inclusive of said month. A duplicate copy of such report shall be sent to the Commissioner of Aviation of the City of Chicago (hereinafter referred to as "Commissioner of Aviation") at the same time.

In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extensions thereof, a monthly rental of Seven Hundred Twenty-six and no/100 Dollars (\$726.00), in advance, predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. The first and last monthly payment may be pro-rated.

In addition to the rent and charges hereinabove outlined, Tenant shall pay all fees, charges, including utilities, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

"Gross Revenues", as used herein shall mean and include the total gross receipts derived by Tenant from any and all sources of business conducted on, in, or from the Demised Premises, including, but not limited, to the sales of all foods, beverages, and services to aircraft using the Airport; said food and food products shall not be consumed at the Airport. Said term shall not include, however, the receipts, if any, from the sale or exchange of Tenant's trade equipment, automotive vehicles, furniture, fixtures, furnishings, or leasehold improvements.

"Lease Year", as used herein shall mean a full year. The first lease year shall commence on the first day of the term hereof. Each succeeding and consecutive lease year shall begin on the anniversary of said day.

The Commissioner of Aviation and City Comptroller, or such representatives or public accountants as may be designated by them, are hereby given and granted the right at all reasonable times to examine and inspect the records and books of account of Tenant which shall be available for examination on the Demised Premises and to make copies and excerpts therefrom that may be necessary to make a full, proper, and complete audit of all business transacted by Tenant in connection with its operation hereunder.

ARTICLE III

Landlord hereby grants to Tenant a non-exclusive privilege, in common with others that Landlord may from time to time so authorize, to operate at the Airport a business of preparing, handling, and selling meals, food and beverages to be served as in-flight meals on aircraft and for services related thereto but for no other purpose whatsoever.

In connection therewith Tenant is granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by Landlord, for the foregoing privileges and for the operation of related administrative offices, parking, loading, unloading of aircraft trucks, delivery trucks or automobiles of employees and others having business with Tenant, and for no other purpose whatsoever. It is understood that parking on the Demised Premises will be at all times without charge and will only be permitted for and in connection with Tenant business.

Landlord covenants that it shall not during the term hereof grant to any other individual, firm, or corporation, occupying space on the Airport, a similar privilege on terms or conditions more favorable than those granted to Tenant by the provisions of this Agreement.

ARTICLE IV

Tenant, after securing necessary permits therefor, shall, at its own cost and expense, erect and install on the Demised Premises structures and improvements (hereinafter referred to as "Flight Kitchen") at a total capital expenditure of not less than Two Hundred Thousand Dollars (\$200,000.00), including architect's and engineer's fees, cost of plans and specifications, and other costs incidental to such an erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works").

During the period of construction, all construction work, workmanship, materials and installations involved in or incidental to the construction of the Flight Kitchen shall be subject at all times to inspection by Landlord, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause its contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction, work, workmanship, materials, and installations to be in full compliance with plans and specifications.

Landlord has constructed roadways and lines for water, sewage, electricity, gas and storm drainage in the vicinity of the Demised Premises as indicated on Exhibit "B" attached hereto and made a part hereof.

Tenant is granted the right and privilege, at its own expense, to continue the construction of such roadways, lines, and drainage ditches to serve the facility to be constructed on the Demised Premises, all in accordance with plans and specifications as outlined and approved by the Commissioner of Aviation and the Commissioner of Public Works.

It is understood and agreed that prior to commencement of construction, the plans of Flight Kitchen shall be submitted to the District Airport Engineer of the Federal Aviation Agency, pursuant to Part 77 of the Federal Aviation Regulations. Evidence of such submission and action thereon shall be transmitted to the Commissioner of Aviation and the Commissioner of Public Works.

Upon completion of building it shall thereafter not be enlarged without in each case the consent in writing of the Commissioner of Aviation and the Commissioner of Public Works first had and obtained and permits received therefor.

Tenant shall at all times throughout the term hereof maintain the Flight Kitchen and all other portions of the Demised Premises in good and serviceable condition and repair.

The Tenant shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by the Tenant or any of its contractors or sub-contractors upon the Tenant's premises or arising out of or because of the performance of any work or labor to it or them at said premises or the furnishing of any materials to it or them for use at said premises.

ARTICLE V

Tenant shall have the right, throughout the term of this Agreement and for use on the Demised Premises hereunder, to lease certain restaurant trade equipment, furniture, and fixtures which will in fact be owned by a reputable equipment rental company approved by the Commissioner of Aviation and be rented to Tenant either directly from such rental company or by way of an equipment sublease or assignment of equipment sublease from an equipment sublessor. If Tenant elects to exercise such right, Landlord agrees to recognize in such equipment the property rights therein of the equipment lessor, sublessor, or assignee. Provided, (1) that prior to installation or use of any leased equipment, Landlord shall be furnished with a listing thereof which shall be kept current by appropriate written notice of amendment by Tenant to Landlord; and (2) that all such leased equipment shall bear permanently affixed identification indicating its ownership by the particular lessor, sublessor, or assignee.

Landlord agrees that all such items of leased equipment shall be and remain personal property notwithstanding the fact the same may be attached or affixed to real property. Tenant, and the lessor, sublessor, or assignee to the extent of their respective interests in such equipment, shall have the right at any time to remove or replace any and all such equipment, regardless of whether attached or affixed to real property; provided, that any damage caused to real property by such removal or replacement, shall be repaired to the satisfaction of Landlord by and at the expense of Tenant.

Except as herein provided, Landlord expressly waives any claim arising by reason of any Landlord's lien or otherwise, with respect to leased trade equipment. With respect to trade equipment installed or used by Tenant which are not under lease, Tenant shall have the right at any time during the term upon termination of this agreement to remove or replace such non-leased trade equipment; subject, however, to any valid lien which Landlord may have thereon for unpaid fees or charges, and provided, that upon removal of any such facilities, Tenant shall at its sole expense restore the premises to a condition satisfactory to Landlord. Tenant shall be deemed to have abandoned to Landlord any trade equipment and other property of Tenant which it has failed to remove from such premises within fifteen (15) calendar days after the end of the period of this Agreement or effective date of termination thereof, unless Landlord shall grant in writing a further period for this purpose.

"Trade equipment" as used herein shall mean furniture, furnishings, special lighting fixtures, draperies, decorations, appliances, trade fixtures, and equipment, furnished and installed or used by Tenant.

ARTICLE VI

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

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

Landlord, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary to inspect the Demised Premises and (without any obligation so to do) to enter thereon to direct Tenant to make ordinary repairs to insure a continuing quality.

ARTICLE VII

Title to the said Flight Kitchen and related improvements to the Demised Premises and to any and all subsequent alterations, modifications, and enlargements thereof, shall upon completion vest in Landlord.

In the event that the Demised Premises are required for Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may, upon sixty (60) days advance written notice to the Tenant, direct the Tenant to vacate the same provided that Landlord, within sixty (60) days after Tenant's removal therefrom, will pay to Tenant the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight line basis over the period from the completion of said improvements to the expiration date of the initial term hereof.

ARTICLE VIII

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

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

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

ARTICLE IX

Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal off the Airport of all trash, garbage and other refuse caused as a result of the operation of its business. Tenant shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Demised Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Demised Premises, is forbidden. The method of handling and disposing of trash, garbage and other refuse shall at all times be subject to approval of the Commissioner of Aviation.

ARTICLE X

Tenant shall not be obligated to operate the Demised Premises or to pay ground rent therefor during any time when all of the Demised Premises shall be untenable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents. In the event the Demised Premises are partially untenable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents, Tenant shall not be obligated to operate such part of the Demised Premises and the rent shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time by any order or direction of Landlord or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rental shall abate for the period of such closing.

ARTICLE XI

Tenant, at the expense of Tenant, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds, and amounts as determined and directed by Comptroller for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall

be subject to the sole determination of Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

In event the improvements on the Demised Premises are financed by a loan or loans for that purpose secured by an assignment of Tenant's interest in and to this Agreement, the fire and extended coverage insurance on such improvements shall be payable to such assignee, subject to an agreement (which may be contained in such assignment) that the proceeds thereof shall be applied to the cost of rebuilding, but that if for reasons beyond the control of Tenant and such assignee the said improvements cannot be rebuilt, or if it would be impractical at the time to so rebuild, then the proceeds of such insurance shall be applied first to the payment of any such then outstanding loan and the balance thereof shall be paid over to the Landlord.

Upon determination by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto or certificates showing such insurance to be in effect, to Comptroller which shall be appended hereto as Exhibit C.

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

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of this Agreement.

Tenant shall, before commencing construction of Flight Kitchen, furnish to Comptroller a Performance bond in form similar to City Form No. P.W.O.62 in the full amount of the Flight Kitchen contract with sureties satisfactory to said Comptroller.

ARTICLE XII

Landlord shall not be liable to Tenant, or to Tenant's agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of Tenant's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of said O'Hare Airport, its appurtenances, facilities and equipment, or caused by any third persons using said Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over said Airport, whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States of America, State of Illinois or any of their agencies and all persons other than the City of Chicago.

Except as to the Demised Premises that Landlord reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter said O'Hare Airport and any portion in such manner as Landlord sees fit, regardless of the desires or views of the Tenant.

The Tenant shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Tenant, or any of its agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

ARTICLE XIII

In the event the building to be constructed upon the Demised Premises shall be damaged or destroyed by fire or other casualty, the same shall be promptly repaired or rebuilt by Landlord at its expense from,

after and only to the extent of insurance proceeds received by Landlord therefor, but Landlord shall not be obligated to repair or rebuild any fixtures, equipment and other personal property installed by Tenant pursuant to this Agreement.

In the event of any damage or destruction by fire or other casualty to the Demised Premises Tenant shall immediately, at its expense, replace and repair any and all fixtures, equipment and other personal property, installed by it pursuant to this Agreement.

ARTICLE XIV

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

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

ARTICLE XV

Tenant covenants not to assign, transfer, not to sublet, license or permit the use of the premises or any part thereof, except to a wholly owned, affiliated or subsidiary company, without the consent in writing of Landlord first had and obtained, nor permit any transfer by operation of law of its interest created thereby. Any such assignment, transfer, sublease, license or permission when and if approved shall be in writing and promptly upon execution thereof, Tenant shall furnish two (2) copies to Landlord for its files.

It is contemplated that the Tenant may seek to finance the improvements designated herein as the Flight Kitchen by obtaining a loan. It is agreed that the Tenant may, without further approval of the Landlord, assign and set over to such lender all of Tenant's right, title and interest in and to this Agreement for the purpose of securing such loan. Any such assignee-lender shall thereupon acquire no greater interest in the Demised Premises than that of the Tenant as herein provided. In event of any foreclosure under such financing, and then only during the initial term hereof, the assignee-lender shall have the further right to assign its interest in this Agreement to a person or company of good reputation and qualified to operate the type of business herein authorized and who will be subject to the same terms and conditions as herein contained.

In the event an assignment, sublease, license or permit to use the aforesaid premises, or any part thereof, is approved by Landlord, under no circumstances shall the income derived by Tenant therefrom exceed the amount of a proportionate share of Tenant's obligations and expenses, under the terms of this Agreement. Landlord expressly reserves the right to assess an extra charge against any approved assignee, sublessee, licensee or permittee hereunder.

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

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

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

ARTICLE XVI

Tenant agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color or national origin, nor

otherwise commit an unfair labor practice. Tenant further agrees that this article will be incorporated by Tenant in all contracts entered into with suppliers or 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 service in connection with this agreement. Attention is called to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1963, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1963, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1963, Ch. 48, Secs. 851 to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings.

ARTICLE XVII

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Tenant or any one acting for Tenant and that if the same be so filed, this Agreement and each and every provision hereto shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this Agreement.

ARTICLE XVIII

In any of the following events Landlord, at any time hereafter, shall have the right at Landlord's election immediately to terminate this Agreement.

In the event Tenant shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Tenant.

In the event Tenant shall fail to keep and perform or shall violate the terms, covenants and conditions of this Agreement on its part to be kept and performed, and Tenant shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Tenant.

If the Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within 90 days thereafter, or the interest of Tenant under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant; or in the event that a receiver or Trustee shall be appointed for Tenant or the interest of Tenant under this Agreement, and such appointment has not been vacated within 90 days thereafter.

In the event Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of Landlord first had and obtained.

ARTICLE XIX

Upon the occurrence of any one or more of the events of default herein specified, Tenants's right to possession of the Demised Premises shall terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises, or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary; and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or any act incident thereto.

In addition to terminating this Agreement Landlord may sue for and recover all damages and rent accrued or accruing under this Agreement or arising out of any breach thereof.

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

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

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

ARTICLE XX

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

Notices to the Landlord provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to Tenant, Golden Jet Flight Kitchens, Inc., Los Angeles International Airport, Los Angeles, California, 90009, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time, and such notices shall be deemed to have been given when so sent.

This Agreement consisting of Articles numbered I to XX and exhibits lettered A and B constitutes the entire Agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such Agreement that are not set forth herein at length.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago, passed November 27, 1964 (C.J.P. pps. 3405-3410) which date shall be the commencement date of the term hereof.

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

[Signatures omitted for printing purposes.]

Exhibit "A" continued.

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CHICAGO AND GOLDEN JET FLIGHT KITCHENS, INC.

This Agreement made and entered into, this 11th day of June, A.D., 1971, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Golden Jet Flight Kitchens, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an Agreement under date of November 30, 1964, authorized by the City Council of the City of Chicago November 27, 1964, (C.J.P. pp. 3405 - 3410), hereinafter referred to as "said Agreement", in an by which Landlord among other provisions granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport, in the City of Chicago, Counties of Cook and DuPage, and State of Illinois.

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said Agreement, does hereby amend said Agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed or amended by the further provisions of this Agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to, said Agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. The last line of the second paragraph appearing on page 1 of said Agreement, reading as follows:

"all as shown on Exhibit "A" attached hereto
and by this reference made a part hereof."

shall be and the same is hereby modified, changed, and amended to read as follows:

all as shown outlined in "Red" on Exhibit "A-1" attached hereto and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described, subject to a reservation of easement rights for the installation, maintenance, repair, and replacement, if necessary, of any public utilities as may traverse the Demised Premises and any future public utilities, as may be necessary to be installed.

2. The second paragraph of Article II, appearing on page 4 of said Agreement, reading as follows:

"In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extensions thereof, a monthly rental of Seven Hundred Twenty-Six and no/100 Dollars (\$726.00), in advance, predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. The first and last monthly payment may be pro-rated."

shall be and the same is hereby modified, changed, and amended to read as follows:

In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extension thereof, a monthly rental of Twenty-One Hundred Ninety Two and 52/100 Dollars (\$2,192.52), predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. Said payments to be made in advance, commencing on _____, the date of approval of authorizing ordinance by the City Council of the City of Chicago. The first and last monthly payment may be pro-rated.

3. Article XVI - of said Agreement, reading as follows:

"Article XVI. Tenant agrees that in performing under this Agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color or national origin, nor otherwise commit an unfair labor practice. Tenant further agrees that this article will be incorporated by Tenant 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 service in connection with this Agreement. Attention is called to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1963, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1963, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1963, Ch. 48, Secs. 851 to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings."

shall be and the same is hereby modified, changed, and amended to read as follows:

Tenant in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, 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 provision of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 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. 1969, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1969, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1969, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1969, 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.

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

It is, therefore, agreed that except solely as hereinabove modified, changed, amended, the privileges, premises, terms, conditions and provisions of said Agreement shall apply to, and shall govern, this amendment of said Agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the 11th day of June, 1971, (C.J.P. pp. 423-425) which date shall be the effective date hereof.

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

(Signatures omitted for printing purposes.)

Exhibit "A" continued.

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CHICAGO
AND GOLDEN JET FLIGHT KITCHENS, INC.

This Agreement made and entered into, as of the 1st day of January, A.D., 1975, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "Landlord" and Golden Jet Flight Kitchens, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter referred to as "Tenant".

WITNESSETH:

Whereas, Landlord and Tenant have heretofore entered into an agreement under date of November 30, 1964, authorized by the City Council of the City of Chicago November 27, 1964, (C.J.P. pp. 3405-3410, as amended June 11, 1971, (C.J.P. 423-425), hereinafter referred to as "said agreement", in and by which Landlord, among other provisions, granted to Tenant, certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport, in the City of Chicago, Counties of Cook and DuPage, State of Illinois;

Now, Therefore, Landlord, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Tenant hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made, and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be made and provided for therein, are as follows:

1. That part of the second paragraph appearing on page 1 of said agreement, as amended, reading as follows:

"all as shown outlined in "Red" on Exhibit "A-1" attached hereto and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described, subject to a reservation of easement rights for the installation, maintenance, repair, and replacement, if necessary, of any public utilities as may traverse the Demised Premises and any future public utilities, as may be necessary to be installed."

shall be and the same is hereby modified, changed, and further amended to read as follows:

all as shown outlined in "Red" on Exhibit "A-2" attached hereto and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described, subject to a reservation of easement rights for the installation, maintenance, repair, and replacement, if necessary, of any public utilities as may traverse the Demised Premises and any future public utilities, as may be necessary to be installed.

2. The second paragraph of Article II, appearing on page 4 of said agreement, as amended, reading as follows:

"In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extensions thereof, a monthly rental of Twenty-One Hundred Ninety Two and 52/100 Dollars (\$2,192.52), predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. Said payments to be made in advance, commencing on June 11, 1971, the date of approval of authorizing ordinance by the City Council of the City of Chicago. The first and last monthly payment may be prorated.

shall be and the same is hereby modified, changed, and further amended to read as follows:

In addition to the percentage fee hereinabove mentioned Tenant shall pay to Landlord at the Office of Comptroller on or before the first day of each calendar month during the term hereof and any extensions thereof, a monthly rental of Nine Hundred Twenty-Two and 02/100 Dollars (\$922.02), predicated on an annual rate of ten cents (10¢) per square foot of ground area within the Demised Premises. Said payments to be made in advance, commencing on January 1, 1975.

1. Article XVI of said agreement, as amended, is deleted in its entirety and in lieu thereof the following article is hereby inserted:

ARTICLE XVI

Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, 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 of 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. Airline further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 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; 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.

It is, therefore, agreed that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern, this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed May 28, 1975 (C.J.P. pp. 309-310).

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

(Signature forms omitted for printing purposes.)

Exhibit "B"

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement made this _____ day of _____, 1981, between Golden Jet Flight Kitchens, Inc., hereinafter referred to as the "Assignor" and SAS, hereinafter referred to as the "Assignee".

Whereas, the Assignor has heretofore entered into a Lease Agreement dated November 30, 1964 as amended and extended by agreements dated June 11, 1971, January 1, 1975, (the "Lease Agreement") with the City of Chicago ("City") whereby City leased to Assignor certain space and premises at Chicago-O'Hare International Airport; and

Whereas, the term of the Lease Agreement runs until November 26, 1984; and

Whereas, Assignor desires to assign, and Assignee desires to acquire Assignor's interest in the Lease Agreement;

Now, Therefore, in consideration of the sum of One Dollar (\$1.00) paid by the Assignor and the Assignee to each other, the receipt whereof is hereby acknowledged and for other good and valuable consideration, it is mutually agreed between the parties as follows:

1. That the Assignor by these presents does hereby assign, transfer and set over unto the Assignee all right, title and interest of Assignor in and to said Lease Agreement, and in consideration thereof the Assignee by these presents does hereby assure the full performance of all the Assignor's duties, liabilities and obligations thereunder, from this time on, and hereby agrees to indemnify and save the Assignor harmless with regard to such duties, liabilities and obligations.

In Witness Whereof, the parties hereto have duly executed or caused these presents to be executed the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibit "C".

BILL OF SALE

Know All Men By These Presents that the undersigned, Golden Jet Flight Kitchens, Inc., a Nevada corporation is the owner of the full legal and beneficial title to the property described and listed on Attachment A attached hereto (hereinafter referred to as the "Equipment").

That for and in consideration of the sum of One Dollar (\$1.00) and other and good valuable consideration, the undersigned corporation does this _____ day of _____, 19____ grant, convey, transfer, bargain and sell, deliver and set over all its right, title and interest in and to the Equipment to SAS, ("Buyer"), and to its successor and assigns forever.

That the undersigned corporation hereby warrants to the aforesaid, and its successor, and assigns, that there is hereby vested in said Buyer good and marketable title to the Equipment free and clear of all liens and encumbrances of others, and the undersigned corporation agrees with said Buyer, its successor and assigns that it will warrant and defend such title forever against all claims and demands whatsoever.

In Witness Whereof, the undersigned corporation has caused this instrument to be executed by its duly authorized officer this _____ day of _____, 19____.

Exhibit "D".

CONSENT TO ASSIGNMENT AND ASSUMPTION

Reference is made to Lease Agreement dated November 30, 1964 as amended and extended by agreements dated June 11, 1971 and January 1, 1975 (the "Lease Agreement") between the City of Chicago, (the "City") and Golden Jet Flight Kitchens, Inc., a Nevada corporation (Assignor).

1. The undersigned City does hereby consent to the assignment by Assignor of the Lease Agreement and to the assumption of the Lease Agreement by S A S Catering, Inc., a Delaware corporation (Assignee), pursuant to the terms and subject to the conditions set forth therein, including without limitation the rental and Percentage Fee which are and shall be for the remainder of the term of the Lease Agreement, \$11,064.24 per annum and 2% of gross revenues, respectively.

2. With the respect to the Lease Agreement, the City does hereby agree that as of the date hereof, (a) the Lease Agreement is in full force and effect, (b) the Assignor is not in default thereunder, and (c) the term of the Lease Agreement has been extended to and is scheduled to expire on November 26, 1984.

In Witness Whereof, and as evidence of this Agreement with the foregoing, the City and Assignor have duly executed this consent this _____ day of _____, 1981.

[Signature forms omitted for printing purposes.]

Lease Agreement Authorized between Dobbs Houses Inc.,
Carson Pirie Scott and Co. and City of Chicago for
Premises at Chicago-O'Hare Int. Airport.

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, subject to attestation by the City Clerk and to approval by the City Comptroller and as to form and legality by the Corporation Counsel, is authorized to execute an agreement by and between Dobbs Houses, Inc. and Carson, Pirie Scott and Company and the City of Chicago for premises at Chicago-O'Hare International Airport, said agreement to be in the following form:

ASSIGNMENT OF LEASE

Know That, Dobbs Houses, Inc., a Delaware corporation having an office in Memphis, Tennessee (the Assignor), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Carson Dobbs Houses Co., a Delaware corporation, having an office at 1 South State Street, Chicago, Illinois (the Assignee), hereby assigns unto the Assignee a certain lease (the Lease), dated May 28, 1975, made by the City of Chicago, landlord to Dobbs Houses, Inc., tenant, covering premises located at Chicago-O'Hare International Airport, City of Chicago, Counties of Cook and DuPage, State of Illinois, as more particularly described in the Lease.

To Have and to Hold the same unto the Assignee, its successors and assigns, effective as of the merger of Assignor with Assignee for all the rest of the term of the Lease, subject to the covenants, conditions and limitations therein contained.

The Assignor represents to the Assignee and to the said landlord that there are no claims or liens against the Lease hereby being assigned and that the Assignor has full right and authority to assign and transfer the Lease.

[Signature forms omitted for printing purposes.]

ASSUMPTION OF LEASE

Know That, Carson Dobbs Houses Co., a Delaware corporation, having an office at 1 South State Street, Chicago, Illinois the assignee named in a certain assignment of lease dated as of _____ made by Dobbs Houses, Inc., the assignor, hereby accepts assignment of that certain lease dated May 28, 1975 by and between the City of Chicago, as landlord, and Beech-Nut, Inc., as tenant, covering premises located at Chicago-O'Hare International Airport, City of Chicago, Counties of Cook and DuPage, State of Illinois, as more particularly described in said lease, and in consideration of said assignment and of the consent of the said landlord to said assignment, hereby assumes and agrees to perform and comply with all of the covenants and conditions of said lease to be performed or complied with by the tenant on and after the merger of assignor with assignee, the effective date of said assignment.

[Signature forms omitted for printing purposes.]

SECTION 2. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--40.

Nays--None.

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

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

The Committee on Finance submitted two 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

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):

Department of Health

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 Eighteen Fourteen Corporation, as beneficiary under Chicago Title and Trust Company, Trustee under Trust Number 34010, dated September 1, 1948, for entire one-story brick medical type building (known as Doctors Building) at No. 1150 W. 78th Street, containing approximately 5,700 square feet of usable office space for an Infant and Maternal Care Clinic of the Department of Health; such lease to be approved by the Commissioner of the Department of Health and to be approved by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page
7039 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 Certified or Registered 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 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:

Two Thousand Seven Hundred Sixty and No/100 Dollars (\$2,760.00) per month for the period beginning on the 1st day of August, 1981 and ending on the 31st day of July, 1982.

Two Thousand Nine Hundred Fifty-five and No/100 Dollars (\$2,955.00) per month for the period beginning on the 1st day of August, 1982 and ending on the 31st day of July, 1983.

Three Thousand One Hundred Sixty and No/100 Dollars (\$3,160.00) per month for the 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 calendar month by the Office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this Lease shall:

Replace and maintain floor tiles throughout the office as necessary during the term of this lease.

This Agreement, Made this _____ day of _____
 A. D. 19____, between Eighteen Fourteen Corporation, as Beneficiary under Chicago Title and Trust Company, as Trustee, under Trust Number 34010, dated September 1, 1948, 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: entire one-story brick medical building located at 1150 West 78th Street, containing approximately 5,700 square feet of usable office space Infant and Maternal Care Clinic for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1981, and ending on the 31st day of July A. D. 1984. Lessee has the right to terminate this lease upon sixty (60) days prior written notice 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 9933 S. Western Ave., Chicago, Illinois 60643 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.

[Signature forms omitted for printing purposes.]

Paint entire premises within sixty (60) days after execution of lease.

Provide two (2) four foot fluorescent light fixtures in each waiting room within sixty (60) days after execution of lease.

Paint exterior windows and doors within thirty (30) days of execution of lease.

Repair roof wherever necessary to prevent leakage, within thirty (30) days of lease execution.

Replace stolen air conditioning units in room Nos. 18 and 13. Provide additional air conditioning units in room Nos. 20 and 21. Maintain all air conditioning units in good operable condition.

Provide shelving in prescription room as per request of the Department of Health and remove sink in prescription room within sixty (60) days of lease execution.

Provide and maintain fire extinguishers throughout the clinic in compliance with all local ordinances and state statutes.

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 building, including all mechanical components.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of said demised 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 renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to 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.

Lessee under this lease shall:

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

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

Provide and pay for plate glass insurance on said demised premises.

Provide and pay for its own custodial service.

Additional Terms and Conditions:

In the event of breach 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 Lessor at 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 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 thirty (30) 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 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 Consumer Services.

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 Hugh C. Michels, Jr., as beneficiary under LaSalle National Bank Trust, Trust Number 30910, dated April 15, 1963, for approximately 4,000 square feet of office space on the thirteenth (13th) floor located at No. 105 W. Madison Street, for use by the Department of Consumer Sales, Weights and Measures; such lease to be approved by the Commissioner of Consumer Sales, Weights and Measures 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 7042 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 Certified or Registered 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 place as 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 Payments Provisions

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

Three Thousand Three Hundred Thirty-three and 33/100 Dollars (\$3,333.33) per month for the period beginning of the 1st day of September, 1981, and ending on the 31st day of August, 1982.

This Agreement,

Made this _____ day of _____

A. D. 19 _____ between Hugh C. Michels, Jr., as beneficiary under LaSalle National Bank Trust, Trust Number 30910, dated April 15, 1963, 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 4,000 square feet of office space on the thirteenth (13th) floor located at 105 West Madison Street, for the Department of Consumer Sales, Weights and Measures.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 19 81, and ending on the 31st day of August A. D. 19 84. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to 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 Hugh C. Michels Co., 105 W. Madison, Chgo, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision 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 Lessor - Lessee Responsibilities

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.

[Signature forms omitted for printing purposes.]

Three Thousand Six Hundred Sixty-six and 67/100 Dollars (\$3,666.67) per month for the period beginning on the 1st day of September, 1982, and ending on the 31st day of August, 1983.

Four Thousand Thirty-three and 33/100 Dollars (\$4,033.33) per month for the period beginning on the 1st day of September, 1983, and ending on the 31st day of August, 1984.

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:

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

Provide central air conditioning and maintain said air conditioning equipment in good operable condition.

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

Provide and pay for custodial and janitorial service.

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

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

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 exterminator services on a regular basis, or more often if required.

Provide and pay for heat and maintain heating plant in good operable condition to insure a temperature and condition required for comfortable occupancy of the premises.

At own expense paint entire premises and redecorate public hall within sixty (60) days of lease execution.

At own expense replaster walls and ceilings wherever needed within sixty (60) days of lease execution.

Provide and pay for converting to three (3) prong plugs in reception room, conference room and large back office within sixty (60) days of lease execution.

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 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 the 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.

Provide and pay for automatic elevator service in common with other tenants at all times.

Provide and pay for 24 hour security service.

Provide and pay for window washing of all windows in the demised premises, inside windows once every month and outside windows during the months of March through November once every month.

Lessee under this lease shall:

Pay for electricity as metered on said premises, including electricity as metered for central air conditioning.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns, so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional Terms and Conditions:

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 from 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 possession of the demised premises.

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

Additional Terms and Conditions:

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 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.

Approval Given Authorizing Acquisition of Property Necessary for Improvement
of E. 95th St. between S. Ewing Ave. and S. Crilly Ct.

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 engaged in the reconstruction and improvement of E. 95th Street between S. Ewing Avenue and S. Crilly Court, said improvement being funded by a 6th Year Grant of Federal Funds under the Federal and Community Development Act of 1974, as amended, application for said grant having been approved by the City Council on July 8, 1980, Council Journal pages 3516 and 3517; and

WHEREAS, The channelization of the intersection of E. 95th Street and S. Ewing Avenue is a part of this improvement; and

WHEREAS, The property at the Southeast corner of the intersection of E. 95th Street and S. Ewing Avenue is required for the channelization of this intersection; now, therefore,

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

SECTION 1. That the Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property required for the above mentioned improvement.

SECTION 2. That it is desirable and necessary that the following described property be acquired by the City of Chicago for the purpose herein set forth in this ordinance;

That part of Lot 1 described as follows:

Beginning at the northwesterly corner of said Lot 1 running thence east along the north line thereof 98.47 feet, thence south at right angles to said north line 23.15 feet, thence westerly in a straight line 27.85 feet to a point which is 22.36 feet south of the north line of said Lot 1, thence southwesterly along a straight line the extremity of which is in a point in the southwesterly line of said Lot 1 and 24.67 feet northwesterly of the southwesterly corner thereof a distance of 17.69 feet, thence northwesterly at right angles to said last described straight line, a distance of 3 feet, thence southwesterly at right angles to last described course a distance of 8.83 feet, thence easterly at right angles to last described course a distance of 3 feet to that straight line the extremity of which is the southwesterly line of said Lot 1, and 24.67 feet northwesterly of the southwesterly corner thereof, thence southwesterly along this last said line 23 feet more or less to the aforesaid point in the southwesterly line of said Lot 1, being 24.67 feet northwesterly thence northwesterly of the southwesterly corner thereof, thence northwesterly along the said southwesterly line of said Lot 1, 53.61 feet more or less to the point of beginning, and that part of Lot 1 described as follows: Beginning at a point in the north line of said Lot 1 which is 98.47 feet east of the northwesterly corner thereof, running thence south at a right angle to the north line of said Lot 1, 23.15 feet, thence southeasterly 9.09 feet more or less to a point in the southeasterly line of said Lot 1 which is 76.20 feet northeasterly of the southwesterly corner thereof, thence northeasterly along the southeasterly line of said Lot 48.80 feet, more or less to the northeasterly line thereof, thence northwesterly along said northeasterly line of said Lot 5 feet, more or less to the northeasterly corner of said Lot 1, thence west along the north line thereof 46.56 feet more or less to the point of beginning and Lot 2 except the southwesterly 90 feet thereof) except a triangular part of said southwesterly 90 feet described as follows:

Beginning at a point in the northwesterly line of said Lot 76.20 feet northeasterly of the northwesterly corner thereof, thence northeasterly on the northwesterly line of said Lot, 13.8 feet, thence southeasterly parallel to the southwesterly line of said Lot 8.18 feet, thence west 16.06 feet, more or less to the point of beginning all in Block 6 in Taylor's Second Addition to South Chicago, being a Subdivision of the Southwest fractional quarter of Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, (South of the Indian Boundary Line) in Cook County, Illinois. Commonly known as No. 9501 S. Ewing Avenue, Chicago Illinois.

SECTION 3. 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 4. 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 the case the owner or owners or any of them are incapable or consenting to the sale thereof, or in case the names or residences or 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 5. This ordinance shall be in force and effect from after its passage.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--40.

Nays--None.

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

**Transfer Approved of City-Owned Property to Dept. of Urban
Renewal for Redevelopment Project Chicago-Orleans.**

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

WHEREAS, The Department of Housing of the City of Chicago did, on the 21st day of May, 1968, by Resolution No. 68-DUR-61 authorize land acquisition for Redevelopment Project: Chicago-Orleans, generally bounded as follows:

A tract of land located in the Southeast quarter and the East half of the Southwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook, State of Illinois and described as follows:

Beginning at the intersection of the center line of North LaSalle Street and the center line of West Division Street; thence South along the center line of North LaSalle Street to its intersection with the center line of West Chestnut Street; thence West along the center line of West Chestnut Street to its intersection with the center line of North Wells Street; thence South along the center line of West Chicago Avenue; thence West along the center line of West Chicago Avenue to the West line of North Sedgwick Street; thence North along the West line of North Sedgwick Street to the North line of West Locust Street; thence East along the North line of West Locust Street to the West line of the North-South alley directly West and parallel to North Orleans Street; thence North along the West line of said North-South alley and North along the West line of said alley, as extended North across vacated Oak Street and to the center line of West Wendell Street; thence West along the center line of West Wendell Street as extended Westward to the center line of North Sedgwick Street as extended Southward; thence North along said center line as extended of Sedgwick Street and the center line of Sedgwick Street to the center line of West Division Street; thence East along the center line of West Division Street to the point of beginning.

WHEREAS, The City Council of the City of Chicago authorized land acquisition for said Redevelopment Project Chicago-Orleans, as appears from the Journal of Proceedings of the City Council of the City of Chicago, dated June 26, 1968, at pages 3273 and 3274; and

WHEREAS, Certain parcels designated as parcels 14-6; 17-11; and 18-11 and located within said project have heretofore been acquired by the City of Chicago pursuant to foreclosure of demolition liens, said parcels being legally described as follows:

Parcel 14-6

Lot 10 in Assessor's Division of Block 11 of Johnston Roberts and Storr's Addition to Chicago in Section four, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 17-11

The South 52.8 feet of the east half of lot 10 in the subdivision of Block 14 of Johnston, Roberts and Storr's Addition to Chicago in the West half of the south east quarter of Section four, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 18-11

Lot 15 in Block 15 of Johnston, Roberts and Storr's Addition to Chicago in Section four, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, The Department of Urban Renewal of the City of Chicago, determined, based upon appraisals, that the fair cash market value of the aforesaid parcels is as follows:

14-6.....	\$10,000.00
17-11.....	6,840.00
18-11.....	<u>17,800.00</u>
	\$34,640.00

now, therefore,

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

SECTION 1. Transfer of the parcels of land above described and known as Parcels 14-6; 17-11; and 18-11, to the Department of Housing, is hereby approved.

SECTION 2. The Comptroller is hereby directed to transfer the sum of Thirty-four Thousand Six Hundred and Forty and no/100 Dollars (\$34,640.00) from Fund Number 025-0172-610 to Fund Number 100-1501-4701.

SECTION 3. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--40.

Nays--None.

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

**Amendment to Water Supply Contract Authorized between City
of Chicago and Citizens Utilities Company of Illinois.**

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 hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a First Amendment to the Water Supply Contract between the City of Chicago and the Citizens Utilities Company of Illinois to be substantially in form as follows:

This Agreement made and entered into this 19th day of June A.D. 1981, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the Citizens Utilities Company of Illinois in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago, party of the second part.

WITNESSETH:

Whereas, said City of Chicago and the Citizens Utilities Company of Illinois entered into a ten year agreement on the 8th day of July A.D., 1977, for the furnishings from the City's water mains at the City Limits, N. Canfield Avenue and W. Bryn Mawr Avenue a supply of water for consumers located within the territorial limits of the Moreland subdivision in Norwood Park Township not to exceed an annual average of 71,230 gallons per day for the ten year agreement with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, the Citizens Utilities Company of Illinois has agreed to supply water to four (4) lots in the City of Chicago on Fairview Avenue, Numbers 5651, 5655, 5657, 5661. Currently the City of Chicago does not have a water main that can service these lots. The Citizens Utilities Company of Illinois owns a six (6) inch cast iron water main that runs along the front of these lots. The daily average additional water required will be approximately one thousand (1000) gallons per day; and

Whereas, the Citizens Utilities Company of Illinois now petitions the approval of the City of Chicago to sell water to four (4) lots in the City of Chicago on Fairview Avenue, Numbers 5651, 5655, 5657, 5661; and

Whereas, the City of Chicago is willing to amend the existing water supply contract with the Citizens Utilities Company of Illinois; now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

(1) The average daily supply of water furnished under this amendment to the present water supply contract is hereby established as follows:

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>
1981	72,230
1982	72,230
1983	72,230
1984	72,230
1985	72,230
1986	72,230

(2) The aforesaid water supply agreement made by and between the City of Chicago and the Citizens Utilities Company of Illinois on the 8th day of July A.D.1977 shall remain in full force and effect except as amended by this amended agreement.

In Witness Whereof, the City of Chicago has caused this agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk; the Citizens Utilities Company of Illinois has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its General Manager and its Corporate Seal to be hereto affixed, duly attested by its Secretary on the date and year first above written.

[Signature forms omitted for printing purposes]

SECTION 2. This ordinance shall be effective from and after the date of 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Authorization of Amendments to Sewer Easement Agreement between
the City of Chicago and the Illinois Central Gulf RR Co. in
the Vicinity of N. Stetson Av. and E. South Water St.**

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 be and she is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Sewers to approve the City Comptroller to accept and file for record, an Amendment Agreement which authorizes a revision of the legal description for the relocation of the Storm Sewer indicated in the Amendatory Lake Front Ordinance passed by the City Council on September 17, 1969; such amendment to be approved as to form and legality by the Corporation Counsel in the following form:

This Agreement dated the _____ day of _____ 1981, between the Illinois Central Gulf Railroad Company a Delaware corporation "Railroad" and the City of Chicago, an Illinois Municipal Corporation "City".

WITNESSETH:

Whereas, by a document dated December 26, 1952 and recorded October 7, 1953 in the Office of the Recorder of Deeds of Cook County, Illinois as Doc. 15 738 607 "Document" the Railroad has heretofore granted to the City as easement for a storm sewer "Storm Sewer";

Whereas, pursuant to Section 2 of the Document, Railroad reserved the right, at its expense, to relocate the easement and the Storm Sewer;

Whereas, pursuant to an Amendment dated May 1, 1972 and recorded May 16, 1972 in the Office of the Recorder of Deeds of Cook County, Illinois as Doc. 21 847 388, the Document was amended to eliminate the legal description of the portions of Tracts IVC and IVD, as described in the Document lying North of a line 60 feet north from the south line of East South Water Street, as that street is defined in the Amendatory Lake Front Ordinance ("Ordinance"), passed by the City Council on September 17, 1969 to reflect relocation of the Storm Sewer into the public right-of-way for North Stetson Avenue;

Whereas, the Storm Sewer has been further relocated into the public right-of-way for North Stetson Avenue and Document should be further amended to delete the legal description of the southerly 3.973 feet of Tract IVB and the northerly 293.7 feet of Tract IVA, as Tracts IVB and IVA are described in the Document.

Whereas, the portion of the Storm Sewer lying in the southerly 50 feet of said Tract IVA remains in place and the aforesaid relocation required placement of a new portion of the Storm Sewer on Grantor's property from the west line of North Stetson Avenue to a point of connection with the existing portion of the Storm Sewer in said Tract IVA, said new portion being shown as Tract V on Exhibit A attached hereto and made a part hereof;

Whereas, the parties desire to amend the Document to revise the legal description as necessary to cover the aforesaid relocation.

Now, Therefore, it is mutually understood and agreed that the Document shall be revised as follows:

(1) The legal description of the southerly 3.973 feet of Tract IVB and the northerly 293.7 feet of Tract IVA, as said Tracts IVB and IVA are described in the document, is hereby deleted from the Document. The portion's of Railroad's land being released from the easement covered by the Document are shown cross-hatched on Exhibit A hereto.

(2) Railroad hereby grants to City an easement on and across Tract V for construction, maintenance, reconstruction, repair, renewal and operation of the Storm Sewer and said Tract V is hereby included in the Document. Said Tract V is described as follows:

"A strip of land 5 feet of even width being 2.5 feet on each side of a centerline described as follows"

"Beginning at a point on the west line of North Stetson Avenue extended South 305.173 feet from the South line of East South Water Street; thence West parallel to the South line of East South Water Street a distance of 59 feet."

(3) Except as hereinabove provided, all of the terms and provisions of the Document shall remain in full force and effect and inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

[Signature forms omitted for printing purposes.]

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

[Exhibit A printed on page 7051 of this Journal.]

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

Yeas--Aldermen, Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--40

Nays--None.

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

**Acceptance of Bids Authorized for Purchase of City-Owned
Property at Sundry Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass three 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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--40.

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. 1419-1421 E. Marquette Rd.

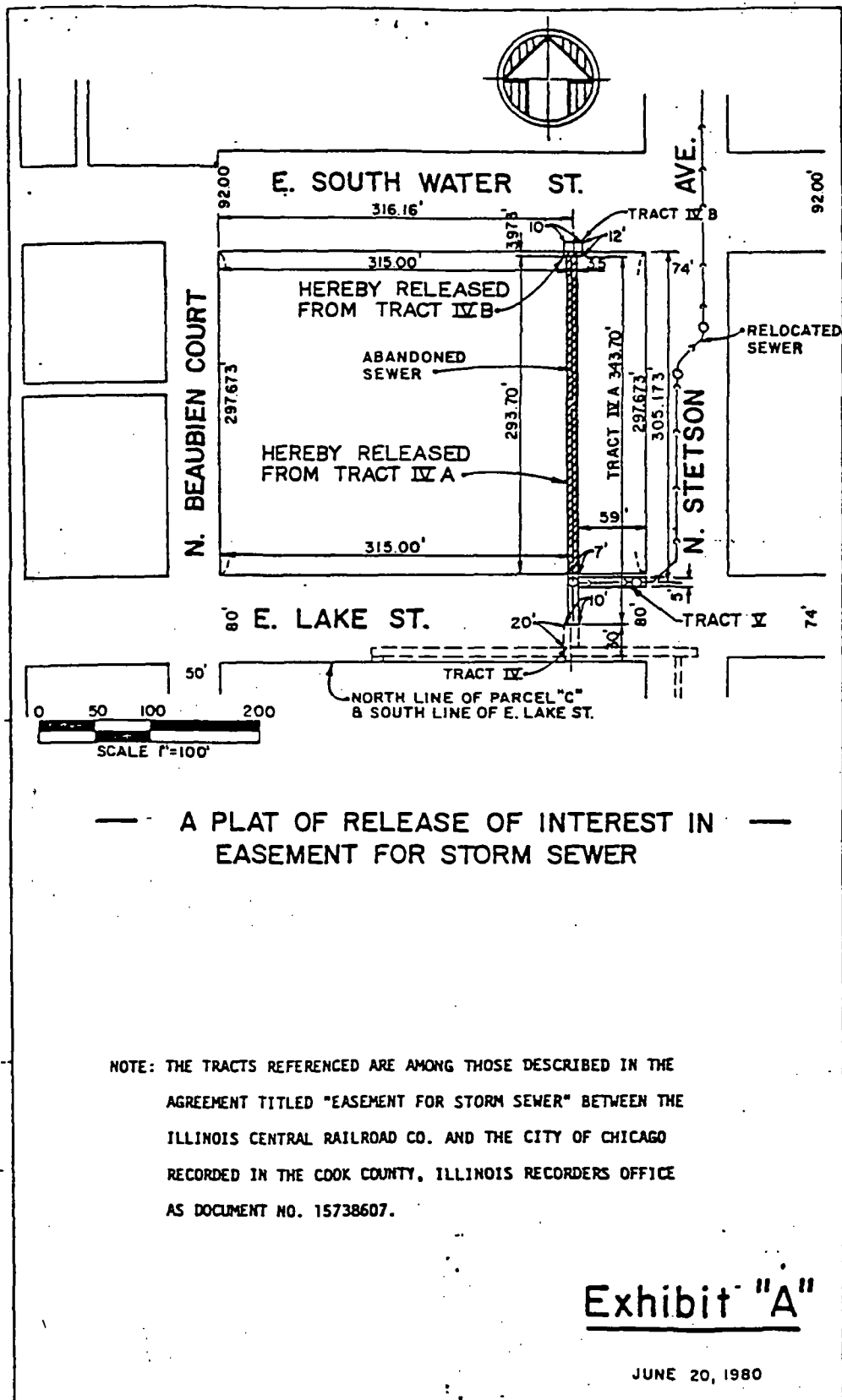
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby accepts the bid of Chicago, Title & Trust as Trustee U/T No. 1080007, c/o Robert E. Williams, No. 179 W. Washington St., Chicago, Illinois to purchase for the sum of \$3,800.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1981, page 6417 described as follows:

Lot 10 in Block 3 in White and Coleman's Subdivision of Block 4 and of Lots 1 to 12, both inclusive, in Block 3 in Junius Mulvey's Subdivision of the South 703.4 feet of that part lying east of the Illinois Central Railroad of the Northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1419-1421 East Marquette Road, Permanent Tax No. 20-23-225-005).

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 \$380.00 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. 4200-4202 W. Monroe St./20 S. Keeler Av.

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 c/o Jim Belcastro, No. 11 S. LaSalle Street, Chicago, IL to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1981, page 6417 described as follows:

Lots 23 and 24 in Block 1 in D. S. Place Subdivision of the East half of the East half of the Northwest quarter of the North east quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 4200-4202 West Monroe Street/20 South Keeler Avenue, Permanent Tax No. 16-15-201-039).

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 \$300.00 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. 6355-6359 S. May St./1114-1118 W. 64th St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jack and Mildred Johnson (his wife) No. 10132 S. Carpenter St., Chicago, Illinois to purchase for the sum of \$4,300.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 10, 1981, pages 6306-6307 described as follows:

Lots 27 and 28 in Block 3 in Weddell & Cox's Subdivision of the West half of the Northeast quarter of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 6355 6359 South May St./1114-1118 West 64th Street, Permanent Tax No. 20-20-201-025/026).

Subject to 1978 Taxes.

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 \$430.00 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
Two Parcels of City-owned Vacant Property at Certain Locations.**

The Committee on Finance submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to reject bids for 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, Evans, Bloom, Sawyer, Bertrand, Humes, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--40.

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. 4540 S. Evans Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Mount Olive A.M.E. Church, No. 4600 S. Evans Avenue, Chicago, Illinois to purchase for the sum of \$2,300.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1981, page 6417.

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 Watson Subdivision of Block 7 Forrestville being a Subdivision of 40 acres North of and Adjoining the South 20 acres East half of South East quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4540 South Evans Avenue, Permanent Tax No. 20-03-419-051).

Subject to covenants, zoning and building restrictions, easements and conditions, in any, of record.

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

Nos. 500-508 W. 65th St.

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

SECTION 1. The City of Chicago hereby rejects the bid of Big Zion M.B. Church, No. 6501 S. Parnell Avenue, Chicago, Illinois to purchase for the sum of \$3,200.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1981, page 6418.

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 4 (except the West 29 feet thereof) in Haskins Subdivision of Lots 13, 14, 15 and 16 in Block 9 in Linden Grove Subdivision of the South 90 acres and the West 35 acres of the North 70 acres of the North west quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 500-508 West 65th Street, Permanent Tax No. 20-21-112-039).

Subject to covenants, zoning and building restrictions, easements and conditions, in any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of 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 August 19, 1981, 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>
Booth Memorial Hospital (The Salvation Army), No. 5040 N. Pulaski Road.	A1-105728 (Elev.)	\$ 69.00
Chicago Youth Centers, No. 611 W. Adams Street	A1-103554 (Elev.)	23.00
	F4-113075 (Mech. Vent.)	32.50
La Rabida Children's Hospital and Research Center, No. 6500 S. South Shore Drive	A1-107400 (Elev.)	69.00
Lutheran School of Theology, No. 1100 E. 55th Street	B1-111272 (Bldg.)	34.50
	F4-117068 (Mech.)	485.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
	Vent.)	
Lydia Home Association, No. 4300 W. Irving Park Road	P1-106165 (Fuel Burn. Equip.)	65.00
Moody Memorial Church, No. 1609 N. LaSalle Street	P1-107040 (Fuel Burn. Equip.)	70.00
McCormick Theological Seminary, No. 5555 S. Woodlawn Avenue	A1-106813 (Elev.)	23.00
Queen of All Saints Church, No. 6280 N. Sauganash Avenue	P1-107418 (Fuel Burn. Equip.)	100.00
	P1-107417 (Fuel Burn. Equip.)	20.00
Resurrection High School, No. 7500 W. Talcott Avenue	A1-107330 (Elev.)	23.00
	P1-104235 (Fuel Burn. Equip.)	130.00
Roseland Community Center (Chicago Youth Centers), No. 461 E. 111th Street	F4-028077 (Mech. Vent.)	22.50
Dr. William M. Scholl College of Podiatric Medicine, No. 1001 N. Dearborn Street	A1-107827 (Elev.)	146.00
Schwab Rehabilitation Hospital, No. 1401 S. California Avenue	A1-104070 (Elev.)	138.00
South Shore Community Center (Chicago Youth Centers), No. 7601 S. Phillips Avenue	P1-100284 (Fuel Burn. Equip.)	55.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
St. Anne Hospital, No. 4900 W. Thomas Street	A1-106364 (Elev.)	46.00
	A1-106475 (Elev.)	299.00
St. Anthony Hospital, No. 2875 W. 19th Street	A1-104195 (Elev.)	184.00
Thorek Medical Center, No. 850 W. Irving Park Road	A1-107260 (Elev.)	115.00
	A1-107250 (Elev.)	23.00
The University of Chicago, No. 5801 S. Ellis Avenue	A1-103339 (Elev.)	23.00
	A1-106719 (Elev.)	23.00
	A1-106934 (Elev.)	121.00
	B1-103023 (Bldg.)	34.50
	C2-136874 (Refrg.)	172.00
	F4-116547 (Mech. Vent.)	85.00
	P1-016721 (Fuel Burn. Equip.)	40.00

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

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

Nays--None.

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

*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 (June 17, 26, July 1, 20, August 19, 1981) 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

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.

St. Michael 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 St. Michael Church (Old Town Triangle), for restoration of existing church building on the premises known as No. 1633 N. Cleveland Avenue.

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

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

Priests of Sacred Heart.

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 Priests of Sacred Heart, No. 1537 W. Roosevelt Road, for refrigeration installation on the premises known as No. 6451 N. Greenview Avenue.

Said building shall be used exclusively for residency of the members of the religious order 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.

Rehabilitation Institute of Chicago.

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 Rehabilitation Institute of Chicago for construction work on the premises known as No. 345 E. Superior 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.

—
LICENSE FEE EXEMPTIONS.

Jane Addams Sheridan Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Jane Addams Sheridan Day Care Center
No. 912 W. Sheridan Road.

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

—
Fourth Church Day School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Fourth Church Day School
No. 126 E. Chestnut Street.

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

—
*Lakeview Child Care Center of Illinois Masonic
Medical Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children; is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Lakeview Child Care Center of Illinois Masonic
Medical Center
No. 900 W. Oakdale Avenue.

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

—
Lawndale Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but

where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Lawndale Day Care Center
No. 2929 W. 19th Street.

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

—
Maranatha Youth Ministries Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Maranatha Youth Ministries Day Care Center
No. 1631 E. 71st Street.

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

—
Uptown Hull House Day Care Center East.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Uptown Hull House Day Care Center East
No. 4720 N. Sheridan Road.

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

—
Uptown Hull House Day Care Center West.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Uptown Hull House Day Care Center West
No. 4520 N. Beacon Street.

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

—
Ravenswood Baptist Church Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Ravenswood Baptist Church Day Care Center
No. 4437 N. Seeley Avenue.

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

Rockwell Baptist Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1982:

Rockwell Baptist Day Care Center
No. 1356 N. Rockwell Street.

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

*Authority Granted for Installation of Drinking Fountains
at Specified Locations.*

The Committee on Finance submitted two reports recommending that the City Council pass two proposed orders transmitted therewith:

Ordered. That the Commissioner of Water is hereby authorized and directed to give consideration to the installation of a "Drinking Fountain" on the northwest corner of W. 26th Street and S. Harding Avenue.

Ordered. That the Commissioner of Water is hereby authorized and directed to give consideration to the installation of a "Drinking Fountain" on the northwest corner of W. Chicago Avenue and N. Hudson Avenue.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shav, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--46.

Nays--None.

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

*Authority Granted for Laying Water Mains
at Sundry Locations.*

The Committee on Finance submitted fifteen proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith to grant authority to lay water mains at sundry locations.

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

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

Nays--None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

S. Bell Avenue from W. Monroe Street to W. Van Buren Street - Installation of 1395 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$137,814.32, chargeable to Account No. 200-8285 (7930).557 - Betterment.

The above work to be done under Order No. 37247.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

W. Fulton Market from N. Morgan to N. Halsted Streets - Installation of 1267 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$188,597.73, chargeable to Account No. 200-8285 (7930).557 - Betterment.

The above work to be done under Order No. 37249.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

S. Halsted Street from W. Roosevelt Road to W. 14th Place - Installation of 1765 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$220,313.04, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37256.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

N. Hermitage Avenue from W. Lawrence Avenue to W. Ainslie Street - Installation of 1138 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$138,147.24, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37258.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Lafayette Avenue from W. 71st to W. 74th Streets, and W. 73rd Street from S. Lafayette to S. Princeton Avenues - Installation of 2110 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$331,045.02, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37223.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

S. LaSalle Street from W. 57th Place to W. 59th Street - Installation of 945 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$97,962.01, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37246.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

W. Lexington Street from S. California to S. Sacramento Avenues - Installation of 1,340 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$144,228.00, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37251.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

N. Lockwood Avenue from W. Windsor to W. Sunnyside Avenues - Installation of 273 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$32,829.99, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37105.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

S. Millard Avenue from W. 16th Street to W. Ogden Avenue - Installation of 1724 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$183,900.40, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37250.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

N. Paulina Street from W. Lawrence Avenue to W. Ainslie Street - Installation of 1157 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$146,253.43, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37259.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

N. Sheffield Avenue from W. Fullerton to W. Wrightwood Avenues—Installation of 1218 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$114,516.00, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37248.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Southport Avenue from W. Irving Park Road to W. Warner Avenue and N. Clark Street, from W. Warner to W. Montrose Avenues - Installation of 2783 feet of 8-inch iron water pipe

at the total estimated cost of \$312,606.28, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37233.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Stewart Avenue and W. 83rd Street - Installation of 1,296 feet of 12-inch ductile iron water pipe

at the total estimated cost of \$101,500.00, chargeable to Revolving Fund.

The above work to be done under Order No. 37255.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

W. 21st Street from S. Rockwell Street to S. Western Avenue - Installation of 1301 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$118,624.03, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37236.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following street:

W. 105th Place from S. Seeley Avenue to S. Longwood Drive - Installation of 501 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$46,853.11, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37252.

*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 to 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said order as passed:

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

Henry L. Adema, 003318, Special Operations Group; injured March 4, 1981	\$ 150.00
James M. Arceo, 016129, District 14; injured June 21, 1980	26.00
James M. Arceo, 016129, District 14; injured February 9, 1981	312.25
Richard Aztlan, 020392, District 20; injured March 8, 1981	162.50
Vernon C. Baker, 023696, District 11; injured March 31, 1981	462.00
Jeanette F. Baran, 026479, District 19; injured March 12, 1981	54.50
Lawrence Barnes, 027900, District 19; injured March 29, 1981	139.40
Gordon A. Barnhill, 028419, District 20; injured March 25, 1981	90.50
Michael D. Beal, 034995, District 2; injured March 10, 1981	25.00
Edward C. Beale, 035003, District 7; injured March 14, 1981	30.00
Thaddeus Bernadzikowski, 044177, District 17; injured March 18, 1981	103.50
Robert C. Blecker, 054073, District 22; injured March 26, 1981	218.90
William J. Bodin, 056603, District 11; injured March 28, 1981	69.90
Charles J. Bowery, 064520, Recruit Training; injured March 29, 1981	71.00
Bernard J. Brennan, 071415, Special Operations Group; injured February 18, 1981	120.75

John F. Brimer, 074175, District 20; injured January 20, 1979	\$ 1,347.00
Jasper Brock, 074906, District 1; injured October 25, 1980	115.00
Donald L. Brooks, 076458, Communications Operations Section; injured March 5, 1981	80.50
Harold Brooks, 076563, District 3; injured March 27, 1981	65.00
Jay F. Brunkella, 082320, District 24; injured March 6, 1981	39.00
Albert Busin, 093235, District 4; injured March 4, 1981	137.00
Roland W. Carlson, 107392, District 24; injured March 22, 1981	166.20
Jake B. Cameron, 100870, District 6; injured March 20, 1981	59.00
Joseph R. Celovsky, Jr., 117369, District 7; injured November 23, 1980	141.20
Joseph Chausse, 120083, District 20; injured March 24, 1981	78.00
Leonard F. Ciangi, 124207, Special Operations Group; injured March 1, 1981	122.25
Darryl Cleaton, 129611, District 3; injured September 22, 1980	55.00
Thomas J. Cline, 130490, District 13; injured October 14, 1980	208.00
Thomas J. Cline, 130490, District 13; injured February 19, 1981	103.00
Waymond Cobb, 137042, District 2; injured March 1, 1981	259.00
Raymond E. Collins, 136896, District 14; injured March 14, 1981	67.00
Wade D. Crosson, 157772, Criminalistics Division; injured March 17, 1981	139.50
John A. DeBartolo, 175622, District 23; injured January 16, 1981	75.00
Jon T. Davis, 173451, District 3; injured February 18, 1981	25.00
William H. Ewing, Jr., 228620, District 7; injured March 22, 1981	43.50
Frank Folinazza, 252051, Youth Division; injured September 19, 1980	55.00
John Groark, 305849, District 24; injured September 27, 1979	175.00
Thaddeus Hajduk, 313700, District 11; injured February 7, 1981	58.50

Ray W. Johnson, 386572, District 7; injured June 7, 1980	89.00
William R. Lozanski, 479700, District 12; injured December 8, 1980	17.50
John W. McDonald, 524156, District 17; injured May 19, 1980	626.00
Thomas F. McGreal, 530856, Special Operations Group; injured November 15, 1980	107.00
Kenneth J. Maduzia, 489847, District 10; injured February 22, 1981	156.00
David A. Pikula, 649482, District 11; injured July 14, 1980	195.25
John F. Reckweg, 676913, District 14; injured February 2, 1981	531.62
Wayne E. Robertson, 691995, District 1; injured February 12, 1981	104.00
David B. Roman, 697185, Area 1 Property Crimes; injured February 3, 1981	136.00
Leroy G. Rosen, 699801, District 24; injured February 14, 1981	35.00
John C. Salyers, 715399, District 23; injured October 26, 1980	1,269.00
Raymond A. Seiler, 736527, Special Operations Group; injured February 4, 1981	100.00
Anthony M. Smeraglia, 756600, District 24; injured February 2, 1981	80.00
John Suddie, 787246, District 18; injured February 17, 1981	119.35
Michael C. Thomas, 806700, District 3; injured February 9, 1981	117.00
Michael Threet, 809588, District 6; injured February 21, 1981	54.00
Fred R. Wheat, 859600, District 3; injured December 6, 1980	422.00
David Baranski, 026634, District 8; injured April 20, 1981	665.80
Jerome Casey, 112873, District 6; injured December 15, 1978	194.15
Raymond Egan, 219236, Unit 86; injured November 12, 1976	1,454.47
Patrick Garrity, 270972, Special Operations Group; injured January 31, 1981	14.00
James Manganiello, 497064, District 9; injured February 27, 1977	45.00

Glade Matthew, 510975, Operational Services; injured May 30, 1980	2,916.00
Oscar Martinez, 506965, District 13; injured October 1, 1980	40.00
Eugene R. Nick, 593900, District 14; injured September 21, 1980	1,445.25
Robert Novak, 600495, District 4; injured January 20, 1981	30.00
Peter Parisi, 631129, District 17; injured February 15, 1981	110.00
Frank Slattery, 754653, District 12; injured January 5, 1981	958.58
Richard Spiegel, 770454, Records Inquiry Section; injured January 7, 1980	20.00
Vincent J. Vogt, 835296, District 17; injured December 5, 1980	175.00
Michael T. Cyze, 165244, District 7; injured September 17, 1980	75.00
William Bielskis, Relief Lieutenant, Engine Company 129; injured September 3, 1979	526.00
Michael Connelly, Fire Fighter, Engine Company 34; injured September 18, 1980	10.00
Patrick Cummings, Fire Fighter, Engine Company 47; injured October 5, 1980	35.00
Joseph S. DeLorenze, Fire Fighter, Hook & Ladder 12; injured July 20, 1979	261.75
Richard Dory, Fire Fighter, Squad 4; injured April 16, 1981	44.00
Richard Dory, Fire Fighter, Squad 4; injured April 21, 1981	101.00
James Farrell, Fire Fighter, Hook & Ladder 52; injured April 15, 1981	25.00
Patrick Fitzmaurice, Paramedic, Ambulance 39; injured November 20, 1980	3,120.18
Jodi Friduss, Paramedic in Charge, Snorkel Squad Relief; injured January 16, 1981	30.00
Richard Galas, Paramedic, Ambulance 34; injured December 4, 1980	136.00
David Gardner, Paramedic in Charge, Ambulance 45; injured October 15, 1979	875.00
Thomas Hawkins, Fire Fighter, Engine Company 71; injured April 8, 1981	60.00
Ronald Haynes, Fire Fighter, Hook & Ladder 8; injured September 13, 1980	25.00
Herman Jackson, Fire Fighter, Hook & Ladder 24; injured September 17, 1980	259.50
Lawrence Jaros, Lieutenant, 6th Division; injured February 21, 1979	20.00

Ronald D. Kirby, Lieutenant, Engine Company 50; injured December 27, 1980	9.00
William Lee, Fire Fighter, Hook & Ladder 48; injured August 12, 1979	26.00
Jack McGinnis, Fire Fighter, Squad 4; injured April 16, 1981	2,297.95
John McKee, Lieutenant, Snorkel Squad 1; injured September 13, 1980	2,862.00
George Martin, Lieutenant, Hook & Ladder 35; injured April 26, 1979	40.00
Robert Muir, Fire Fighter, Engine Company 83; injured February 3, 1981	100.00
Michael Needham, Fire Fighter, Engine Company 76; injured January 2, 1981	52.00
Michael Norris, Fire Fighter, Hook & Ladder 7; injured February 12, 1981	770.00
Stephen Paukstys, Fire Fighter, Engine Company 32; injured September 17, 1980	57.75
Peter V. Plennert, Fire Fighter, Hook & Ladder 23; injured August 5, 1980	25.00
Scott Przislicki, Fire Fighter, Hook & Ladder 24; injured November 5, 1980	210.00
Joseph Quinn, Fire Fighter, Squad 4; injured April 11, 1981	18.00
Edward Reilly, Fire Fighter, Hook & Ladder 8; injured January 30, 1980	542.10
Bernard Schroeder, Fire Fighter, Engine Company 99; injured August 23, 1980	216.50
Martin Limburg, Paramedic, Ambulance 22; injured May 26, 1981	131.00
Christopher Loper, Fire Fighter, Engine Company 43; injured April 12, 1981	76.00
Rodger Luedtke, Fire Fighter, Truck 21; injured April 22, 1981	84.00
George Luster, Fire Fighter, Engine Company 49; injured May 21, 1981	59.00
John F. McCarthy, Chief, Engine Company 95; injured February 20, 1980	104.50
Carl McCoy, Fire Fighter, Fire Academy; injured October 31, 1980	10.00
John McDonald, Fire Fighter, Squad 2; injured April 1, 1981	98.40
Michael McGarry, Paramedic in Charge, Ambulance 3; injured May 28, 1981	72.95
Robert McKay, Lieutenant, Engine Company 109; injured December 30, 1980	82.25
James McMahon, Fire Fighter, Engine Company 101; injured May 25, 1981	121.00

James McNally, Fire Fighter, Engine Company 45; injured May 2, 1981	1,123.05
Emmett McShane, Fire Fighter, Truck 44; injured May 21, 1981	158.50
Emmett McShane, Fire Fighter, Hook & Ladder 44; injured June 3, 1981	154.00
James M. Matkovich, Fire Fighter, Engine Company 75; injured June 7, 1981	124.00
George Metropoulos, Lieutenant, 4th District Relief; injured May 21, 1981	69.00
Michael Miller, Fire Fighter, Engine Company 67; injured March 25, 1981	122.65
James V. Moscato, Captain, Engine Company 60; injured April 27, 1981	197.00
James Murphy, Fire Fighter, Engine Company 5; injured May 21, 1981	80.00
Leo Muscia, Fire Fighter, Fire Academy; injured November 4, 1980	10.00
Byron Nelson, Paramedic, Ambulance 34; injured February 6, 1981	58.50
Donald Nichol, Fire Fighter, Hook & Ladder 32; injured December 30, 1980	288.75
Mike O'Connell, Fire Fighter, Engine Company 68; injured March 9, 1981	72.40
James O'Donnell, Fire Fighter, Truck 47; injured April 4, 1981	134.25
Thomas O'Hara, Lieutenant, Engine Company 47; injured April 16, 1981	91.00
Robert J. O'Kane, Fire Fighter, Hook & Ladder 13; injured June 3, 1981	57.25
Michael O'Keefe, Paramedic in Charge, Ambulance 35; injured April 24, 1981	85.00
Dennis O'Leary, Fire Fighter, Hook & Ladder 49; injured May 15, 1981	234.00
Alfredo Ortiz, Fire Fighter, Engine Company 76; injured May 2, 1981	106.75
Fern Phillips, Fire Fighter, Truck 50; injured April 30, 1981	142.00
John L. Piwinski, Fire Fighter, Squad 2; injured April 19, 1981	97.15
John Pluta, Paramedic, Central Relief; injured January 24, 1981	93.50
John Powell, Fire Fighter, Engine Company 109; injured December 30, 1980	106.25
Dean Prokop, Fire Fighter, Engine Company 42; injured April 14, 1981	99.00
Richard Reimer, Fire Fighter, Engine Company 22; injured March 6, 1981	86.00

Edwin P. Ritz, Paramedic, Ambulance 31; injured April 1, 1981	110.00
Edward Ruder, Fire Fighter, Engine Company 123; injured May 30, 1981	159.00
Daniel Russell, Fire Fighter, Engine Company 28; injured May 12, 1981	110.50
Robert Ryan, Paramedic, Ambulance 37; injured November 3, 1980	83.00
John Rzonca, Fire Fighter, Engine Company 63; injured November 5, 1980	349.75
Joseph Santucci, Fire Fighter, Truck 21; injured April 1, 1981	906.00
Thomas Schmidt, Fire Fighter, Truck 50; injured May 8, 1981	81.10
Steven N. Schulz, Paramedic, Ambulance 3; injured May 28, 1981	72.95
Mary L. Sheridan, Paramedic, Fire Academy; injured February 4, 1981	10.00
Stacey Sims, Paramedic in Charge, Ambulance 44; injured December 27, 1980	86.40
Eric Strong, Fire Fighter, Engine Company 72; injured April 7, 1981	50.00
Reginald Stroud, Fire Fighter, Truck 42; injured March 25, 1981	162.00
Daniel Sullivan, Fire Fighter, Engine Company 93; injured April 7, 1981	69.00
James Sullivan, Paramedic, Ambulance 6; injured February 23, 1981	110.00
Kevin R. Sullivan, Paramedic in Charge, Ambulance 38; injured April 15, 1981	97.00
James W. Surma, Paramedic in Charge, Ambulance 31; injured January 2, 1981	114.75
Harold Swanson, Lieutenant, Truck 22; injured April 21, 1981	80.75
John J. Tagler, Fire Fighter, Truck 51; injured March 23, 1981	146.00
Robert Trench, Lieutenant, Truck 20; injured December 3, 1980	105.00
Michael Trott, Fire Fighter, Hook & Ladder 35; injured February 17, 1981	169.00
August Tsicouris, Fire Fighter, Truck 27; injured June 6, 1981	145.40
Edward Tunney, Fire Fighter, Truck 24; injured March 29, 1981	114.90
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:

Edgar B. Anderson, 011972, District 3; injured March 13, 1981	\$ 209.00
Joseph J. Andruzzi, 014226, District 23; injured January 30, 1981	121.25
Dean C. Angelo, 014475, District 16; injured July 30, 1980	145.00
Norman Angelo, 014501, Radar Section; injured December 22, 1978	25.00
Randall B. Bassie, 032603, District 23; injured March 16, 1981	170.00
Arthur G. Becker, 035713, District 17; injured October 21, 1980	257.50
Michael A. Bennon, 041026, District 13; injured March 20, 1981	49.00
Patricia Brandenburger, 620555, District 3; injured March 26, 1981	82.00
Robert Brown, 080792, District 14; injured January 18, 1981	242.00
Paul R. Brugger, 082149, District 13; injured March 23, 1981	119.50
Peter Calandra, 098425, District 14; injured September 21, 1980	127.00
Patrick A. Carroll, 110331, Area 1 Violent Crimes; injured March 22, 1981	53.00
Thomas Carvis, 112072, District 24; injured December 22, 1979	76.65

Michael Ceja, 117098, District 3; injured March 17, 1981	141.00
George Chuich, 123609, District 4; injured March 11, 1981	35.00
John J. Ciszewski, 126005, District 3; injured March 26th, 1981	55.00
Bernard J. Crotty, 157872, District 14; injured February 23, 1981	133.25
Ralph Culver, 160565, District 23; injured September 8, 1980	2,254.15
Elias Davis, 172615, District 7; injured March 16, 1980	109.00
John H. Doty, 201158, Area I Violent Crimes; injured March 22, 1981	58.00
Gilberto Elizondo, 221115, District 13; injured March 2, 1981	54.00
Nicholas Eraci, 224664, District 8; injured February 13, 1981	87.00
William W. Frapolly, 258489, District 13; injured December 10, 1980	46.00
Jeffrey C. Galvin, 267776, District 4; injured March 11, 1981	96.00
Dio C. Howell, 359845, District 11; injured December 31, 1980	58.50
Wesley Hunter Sr., 364803, District 13; injured August 27, 1978	128.00
Roman Jurkiewicz, 395004, District 13; injured November 20, 1979	2,231.00
John Kanvert, 399372, Special Operations Group; injured November 2, 1979	135.00
Wayne L. McClory, 520331, District 15; injured March 8, 1980	73.25
Paul Marolis, 502895, District 18; injured October 25, 1978	30.00
Gerald Murray, 582291, District 1; injured September 25, 1977	85.00
Patrick J. O'Flaherty, 610677, Enforcement Section; injured January 12, 1981	279.50
Lee E. Patton, 634965, District 16; injured September 10, 1980	4,483.75
Eloise Raggs, 671769, District 15; injured May 10, 1980	1,779.43
Benedict P. Restivo, 682688, District 14; injured February 23, 1981	84.25
Edmond Riordan, 688830, District 24; injured February 14, 1981	188.00
Kenneth Roberts, 691568, District 7; injured February 25, 1981	140.00

Yvonne Robinson, 693462, District 14; injured February 3, 1981	132.25
Anthony M. Roscich, 699242, District 18; injured February 4, 1981	141.00
Dennis J. Ross, 700838, District 20; injured February 13, 1981	90.00
Gerald A. Slusarski, 756081, District 12; injured February 28, 1981	80.50
Richard Sullivan, 790273, District 17; injured January 31, 1981	175.00
John Summerville, 791160, Intelligence Section; injured February 7, 1981	115.50
Thomas J. Swan, 792786, Youth Division; injured January 19, 1981	120.00
Daniel F. Swiatkowski, 794662, District 22; injured February 1, 1981	65.00
Edwin Szuba, 796573, District 19; injured February 7, 1981	286.00
Martin Teufel, Jr., 804524, District 17; injured June 3, 1980	221.50
Ollie T. Thomas, 806750, District 3; injured February 14, 1980	109.43
Lawrence E. Van Arkel, 828759, District 11; injured February 18, 1981	30.00
Michael J. Wallace, 841020, District 17; injured February 23, 1981	75.00
Martin Ciesielczyk, Lieutenant, Engine Company 13; injured December 9, 1980	45.00
Robert King, Paramedic in Charge, Ambulance 5; injured May 3, 1981	66.00
James LaGreca, Captain, Engine Company 26; injured April 3, 1981	5,452.25
Daniel J. McGowan, Lieutenant, 5th District Relief; injured March 30, 1981	139.89
Robert McKee, Fire Fighter, Flying Man Squad 3; injured August 28, 1980	219.00
Kathleen Minogue, Paramedic in Charge, North Relief; injured February 3, 1981	52.00
Eva Murray, Paramedic, Ambulance 19; injured March 14, 1981	100.00
Milton Vallis, Lieutenant, Engine Company 74; injured February 4, 1981	221.00
Excel Washington, Fire Fighter, Flying Man Squad 3; injured August 28, 1980	226.00
Clarke Staten, Paramedic, Ambulance No. 32; injured May 14, 1979	57.00

**Authority Granted for Payments 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

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 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:

Damage to Vehicles.

Commission on Animal Care and Control:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Allstate Insurance Company and Morris Kaplan, 4301 W. Touhy Avenue, Chicago, Illinois 60646	5-21-81-- Streeter and Ohio Streets	\$ 435.94

Various License Refunds.

Department of Finance, Office of City Comptroller:
Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Hussein Hamideh, 1638 W. 69th Street, Chicago, Illinois 60636	K-26460 (Liquor)	\$ 669.00
Willie J. Irving, 11533 S. Michigan Avenue, Chicago, Illinois 60628	6180 (Liquor)	669.00

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Howard Hall, 5028 W. Adams Street, Chicago, Illinois 60644	K-27573	669.00
Daniel H. Benefield, Da-De's Fat Black Pussycat, Incorporated, 17 W. 725 Kirkland Lane, Villa Park, Illinois 60622	K-7076 (Liquor)	669.00
Alonzo Flowers, d/b/a A's Alley Cocktail Lounge, 8216 S. Vincennes Avenue, Chicago, Illinois 60612	5196 (Liquor)	669.00
1118 Club, Incorporation, 1118 W. Wilson Avenue, Chicago, Illinois 60640	809 (Liquor)	669.00
1118 Club, Incorporation, 1118 W. Wilson Avenue, Chicago, Illinois 60640	12330 (Food)	25.00
The 1306 Corporation, c/o Robert J. Kowalski, 134 N. LaSalle Street, Chicago, Illinois 60602	5349 (Food Dispenser)	200.00
Harrleon, Incorporated, c/o Richard Driehause, President, 1340 N. Astor Street, Chicago, Illinois 60610	5209 (Liquor)	669.00
Silver Brook Beverage Company, 608 W. 18th Street Chicago, Illinois 60616	239 (Bottled Water Plant and Vehicle License)	50.00
Nathan Lomansky, 5607 N. Drake, Chicago, Illinois 60659	1009 (Residential Parking)	10.00
Lindbert Morris, 2136 E. 71st Street, Chicago, Illinois 60649	39 (Dry Cleaner)	100.00
Arthur Katz, 3707 W. Lawrence Avenue, Chicago, Illinois 60601	1895 (Tobacco)	80.00

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
George Koulouris and Chris Angeley, 3401 W. Belmont Avenue, Chicago, Illinois 60618	875 (Tobacco)	80.00
Dennis Jervier, 1741 S. Ruble Street, Chicago, Illinois 60616	12291 (Tobacco)	80.00
Commercial Vending Company, 8460 Thomas Avenue, Bridgeview, Illinois 60455	3695-3696-3697 3699-3700 (Cigarette Vending Machine stickers)	375.00
Bleichman Pharmacy, Incorporated, 5960 W. Roosevelt Road, Chicago, Illinois 60650	11758 (Food)	25.00
John B. Sanfilippo and Son Incorporated, 2299 Busse Road, Elk Grove Village, Illinois 60007	1172 (Food)	50.00
Robert Plantz, 2423 W. Cullom Avenue, Chicago, Illinois 60618	1609 (Dog)	5.00
Phillip Paradis, 2542 N. Cicero Avenue, Chicago, Illinois 60629	8380 (Amusement)	75.00
Near North Enterprises, Incorporated, 158 W. Grand Avenue, Chicago, Illinois 60610	20279 (Repair shop)	75.00
Jose and Rafaela Franco, 1658 W. 21st Street, Chicago, Illinois 60608	6955 (Tobacco)	80.00
Paul C. Chomintra, 4660 N. Broadway, Chicago, Illinois 60640	33144 (Food)	75.00
Sabu Sabura, c/o Drexel Currency Exchange, M. Dyers, 910 E. 47th Street, Chicago, Illinois 60653	K 31770	37.50

September 14, 1981

REPORTS OF COMMITTEES

7077

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Willie J. Irving, 11533 S. Michigan Avenue, Chicago, Illinois 60628	K 10737	75.00
Stanley's Forum Limited, c/o Stanley Kowalczyk, 3158 W. Montrose Avenue, Chicago, Illinois 60618	3101 (Tobacco)	80.00
Ming Wing, 2217 S. Wentworth Avenue, Chicago, Illinois 60616	12544 (Tobacco)	80.00
Herbert Ritzky, c/o Ralph Schwarz, 6800 W. North Avenue, Chicago, Illinois 60635	3713 (Tobacco)	80.00
El Matador Cocktail Lounge, c/o William Simmons, 69 E. 75th Street, Chicago, Illinois 60619	1246 and 1721 (Tobacco)	160.00
Ram Music Productions, Incorporated, 9807 S. Cottage Grove Avenue, Chicago, Illinois 60628	7289 (Tobacco)	80.00
Dennis Jervier, 444 E. 79th Street, Chicago, Illinois 60619	1610 (Tobacco)	80.00
Nenotas Incorporated, c/o Ramon Arias, President, 1051 N. Ashland Avenue, Chicago, Illinois 60622	6197 (Liquor)	669.00
Frank Torre and Jaine Gillete, c/o 4040 N. Sheridan Road, Chicago, Illinois 60622	35 (Theatre Amusement)	2,150.00
Merit Ace Hardware, Incorporated, 3935 W. Irving Park Road, Chicago, Illinois 60618	493 (Hardware)	24.00

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
J.S.D.R. Corporation, 5512 N. Western Avenue, Chicago, Illinois 60625	20024 (Repair Shop)	75.00
Leroy Walton 1016 W. 59th Street, Chicago, Illinois 60628	12603 (Food)	25.00
James W. Payne, 5125 S. Halsted Street, Chicago, Illinois 60609	6006 (Liquor)	669.00
Lucille Mincy, 710 S. Ada Avenue, Chicago, Illinois 60607	50393 (Residential Parking)	11.00
Thomas Maurkes, 3600 W. Diversey, Chicago, Illinois 60647	2766 (Tobacco)	80.00
Checker Oil Company, No. 53, 6958 S. Stony Island Avenue, Chicago, Illinois 60649	5311 (Tobacco)	80.00
Chicago Commons Association, Olivet Community Center, 915 N. Wolcott Avenue, Chicago, Illinois 60622	162 (Day Care Center)	75.00;

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>
Grant J. Harding, 4035 N. Harding Avenue, Chicago, Illinois 60618	5-11-81-- 4035 N. Harding Avenue	\$ 50.00
Louisa Gue, 5200 W. Lemoyne Street, Chicago, Illinois 60651	5-13-81-- 5200 W. Lemoyne	89.46;

Building Permit.

Department of Inspectional Services:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Permit No. and Location</i>	<i>Amount</i>
Joseph Scarpelli, 5524 W. Lawrence Avenue, Chicago, Illinois 60630	566190-- 5524 W. Lawrence Avenue	\$618.25;

*Damage to Vehicle.*Department of Planning:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Martin R. Perlongo, 5157 W. 63rd Place, Chicago, Illinois 60638	5-17-79-- 131 W. Randolph Street	\$142.00;

*Damage to Vehicles.*Department of Police:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
John L. Hardy, 7143 S. Winchester Avenue, Chicago, Illinois 60636	8-10-80-- 71st and S. Morgan Street	\$ 264.00
Allstate Insurance Company and Jerry Slater, P.O. Box 127, Skokie, Illinois 60077	8-26-80-- 1700 N. Lake Shore Drive	1,071.31
Duska Culafic, 1853 W. Nelson Street, Chicago, Illinois 60657	10-2-80-- 2243 W. School Street	55.00
Leo Cross, 4835 Ferdinand Avenue, Chicago, Illinois 60644	3-4-81-- 4836 W. Ferdinand Avenue	225.00;

*Damage to Property and/or Vehicles.*Department of Sewers
Account No. 314.9112.9035

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Joel A. Gonzales, 10411 S. Bensley Avenue, Chicago, Illinois 60617	1-14-81-- 10411 S. Bensley Avenue	\$ 625.00

Illinois Bell Telephone Company, c/o E. W. Congdon, 212 W. Washington, 2H, Chicago, Illinois 60606	11-2-80-- 4221 S. Albany Avenue	86.99
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James B. Zoromski, 5136 N. Menard Avenue, Chicago, Illinois 60630	7-2-81-- 5520 W. Belmont Avenue	33.01;
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Damage to Vehicles and/or Property.

Department of Streets and Sanitation:
Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Wendell Mathison, 1114 Ridgewood Avenue, Joliet, Illinois	8-18-79-- Ill. Rt. 83 and Bluff Road	\$ 800.00
Renee Coleson, 43 W. Windsor, Chicago, Illinois 60640	8-30-79-- In front of Shubert Theatre	336.90
Security Casualty Company and David Ma, 222 S. Riverside Plaza, Chicago, Illinois 60606	1-2-81-- 4815 Harding Avenue	209.23
Craig J. Randall, 1164 Jane, Naperville, Illinois 60540	4-8-81-- 120 N. LaSalle Street	195.00
Lillie Buckles, 9130 S. Harvard Avenue, Chicago, Illinois 60620	5-11-81-- 9130 S. Harvard Avenue	350.00
Fred Bradley, 8000 S. Kimbark Avenue Chicago, Illinois 60619	3-4-81-- 2906 E. 87th Street	886.00
David L. Lee, 722 Simpson Street Evanston, Illinois 60201	4-6-80-- Devon and Lincoln	70.02
Elsie Burrell, 1629 W. Beach Avenue, Chicago, Illinois 60622	3-16-81-- 1629 W. Beach Avenue	400.00;

and

Be It Further Ordered, That the Commissioner of Water is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement on the dates and locations by type of claim with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

Department of Water:
Account No. 200.9112.935

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
State Farm Insurance Company and Phillip Spagnola, 5676 S. Archer Avenue, Chicago, Illinois 60638	12-3-80-- 31st and S. Princeton Avenue	\$145.46;

Refunds on Water Leaks.

Department of Water
Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Irene Antonovich, 2232 W. Chicago Avenue, Chicago, Illinois 60622	910 N. Hermitage Avenue	\$ 133.35
Dominick Ardito, 2057 W. Huron Street, Chicago, Illinois 60612	653 N. Hoyne Avenue	29.59
Frank Winiarski, 847 N. Marshfield Avenue, Chicago, Illinois 60622	847 N. Marshfield Avenue	113.91
Thad Kastler, 4539 N. Meade Avenue, Chicago, Illinois 60630	4539 N. Meade Avenue	43.86
Greeta Hottman, 1442 W. Belle Plaine Avenue, Chicago, Illinois 60613	1442 W. Belle Plaine Avenue	181.83
Ernestine Goudou, 8749 S. Halsted Street, Chicago, Illinois 60620	8749 S. Halsted Street	\$251.89
Ronald N. Jefferson, M.D., 5026 S. Ellis Avenue, Chicago, Illinois 60615	5024-26 S. Ellis Avenue	90.86
Irene Moreno, 1309 N. Greenview Avenue, Chicago, Illinois 60622	1309 N. Greenview Avenue	17.59

Rebecca Stewart, 7917 S. Dante Avenue, Chicago, Illinois 60619	3322 20 E. 90th Street	300.00
Thomas R. Gagner, 3525 S. Hoyne Avenue, Chicago, Illinois 60609	3525 S. Hoyne Avenue	16.36
Jack Karchmar, 5544 N. Bernard Avenue, Chicago, Illinois 60625	701 W. Maxwell Street	78.63
James Maher, 3017 W. Roscoe Street, Chicago, Illinois 60618	3017 W. Roscoe Street	287.30
Andrew J. Clark, 6604 S. Maryland Avenue, Chicago, Illinois 60637	5619 S. State Street	126.43;

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 under ground leaks and to charge same to Account No. 200.8220.935. Department of Water:

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Eddie Spears, 5234 S. Loomis Street, Chicago, Illinois 60609	5234 S. Loomis Street	\$ 214.16
Pamela Murphy, 2454 W. Pershing Road, Chicago, Illinois 60632	2454 W. Pershing Road	117.87
Juan P. Gonzalez, 3107 N. Kimball Avenue, Chicago, Illinois 60618	3107 N. Kimball Avenue	48.08
Roger Zeivel, 3818 N. Kenneth Avenue, Chicago, Illinois 60641	3818 N. Kenneth Avenue	143.54
Ella Scholz, 4529 S. Christiana Avenue, Chicago, Illinois 60632	4529 S. Christiana Avenue	61.12
Eusebio Morales, 1936 N. Albany Avenue, Chicago, Illinois 60647	1936 N. Albany Avenue	95.82

Samuel Wilson, 215 S. Troy Street, Chicago, Illinois 60634	215 S. Troy Street	82.88
Jan Ozog, 1511 N. California Avenue, Chicago, Illinois 60622	1511 N. California Avenue	27.32
Alex Flott, 953 W. Huron Street, Chicago, Illinois 60622	953 W. Huron Street	300.00
William Clark, 6606 S. Wolcott Avenue, Chicago, Illinois 60636	6601 S. Wolcott Avenue	263.93
Phliss Holloway, 5417 S. Carpenter Avenue, Chicago, Illinois 60609	5417 S. Carpenter Avenue	69.92
Henry Mims, Sr., 4306 W. Jackson Boulevard, Chicago, Illinois 60624	4306 W. Jackson Boulevard	165.54
Robert Pritza, 9541 Manistee Avenue, Chicago, Illinois 60617	9823 S. Commercial Avenue	31.85
Bruno Race, 6548 S. Mozart Street, Chicago, Illinois 60629	2837 W. Pershing Road	45.84
Standard Lumber Company, 1027-1039 N. Pulaski Road, Chicago, Illinois 60651	1027-39 N. Pulaski Road	110.66
William Sconiers, 4834 W. Washington Street, Chicago, Illinois 60644	4834 W. Washington Street	40.03
Michael T. Winge, 926 W. Barry Avenue, Chicago, Illinois 60657	926 W. Barry Avenue	300.00
Felipe Gonzalez, 2832 W. Cermak Road, Chicago, Illinois 60623	2832 W. Cermak Road	114.71
Lynn Corty, 3704 N. Cicero Avenue, Chicago, Illinois 60641	3638 N. Cicero Avenue	60.64

Raul Castaneda, 5816 S. Sawyer Avenue, Chicago, Illinois 60629	2216 W. 21st Place	170.86
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EDL Construction, 1253 W. Elmdale Condominium Association, 2042 N. Halsted Street, Chicago, Illinois 60614	1253-55 W. Elmdale	34.53
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*Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF
DAMAGE TO PROPERTY, ETC.*

The Committee on Finance submitted the following report:

CHICAGO, September 11, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred September 10, 1980, and subsequently, sundry claims as follows:

Compensation for Damage to Vehicles:

(Sept. 10, 1980)	Underwriters Adjusting Company and Donald and Pamela Kann
(Nov. 14, 1980)	Ambassador Insurance Company and Charles McFarland
(Nov. 14, 1980)	Preston Wysingle
(March 31, 1981)	Beatrice L. Smith
(March 31, 1981)	Iraida Estevez
(April 22, 1981)	Equitable General Insurance Company and Lawrence Hillard
(April 22, 1981)	Woula Ralle
(April 22, 1981)	State Farm Insurance Company and Gloria Arrington
(May 13, 1981)	Philip G. Smith
(May 13, 1981)	Allstate Insurance Company and Joseph Navy
(May 29, 1981)	Romalica L. Navy
(May 29, 1981)	Allstate Insurance Company and Elma Mclean
(June 17, 1981)	Eddie Palmer
(June 17, 1981)	Belmor Manufacturing Company
(June 28, 1981)	Irving Felder
(July 20, 1981)	Edward J. Blake
(July 20, 1981)	Prudential Property and Casualty Company and James Baumgartner
(July 20, 1981)	James W. Collins
(July 20, 1981)	Aetna Life and Casualty Company and Vincent Conroy
(July 30, 1981)	Allstate Insurance Company and Ralph Neveles
(July 30, 1981)	Alan L. Stein
(July 30, 1981)	James Laukkanen
(July 30, 1981)	Robert Conklin
(July 30, 1981)	Felton E. Hill
(July 30, 1981)	Florance Burkart
(Aug. 12, 1981)	Charles A. Truckenbrodt
(Aug. 12, 1981)	Annice H. Woods
(Aug. 19, 1981)	Judy Metz.

Compensation for Various Refunds:

(April 28, 1980)	Central Manufacturing Company
(Sept. 10, 1980)	Club El Bianco, Inc.
(Oct. 16, 1980)	Maxwell Properties, Inc.
(Dec. 1, 1980)	Kathleen Verciglio
(Dec. 1, 1980)	Danley Lumber Company, Inc.

(Dec. 19, 1980)	Grace Stramaglio
(Feb. 11, 1981)	Leonard Watts
(March 6, 1981)	LaBoullabaisse, Inc.
(March 6, 1981)	James William Arnold
(March 6, 1981)	Alberta Williams
(March 6, 1981)	Quincy F. Stephens
(March 6, 1981)	Benjamin A. Rasky
(March 6, 1981)	James J. Hochstein
(March 6, 1981)	Walter Atkins
(May 22, 1981)	Supreme Enterprises
(June 6, 1981)	4858 S. Archer, Inc.
(July 20, 1981)	Intercounty Title Company of Illinois
(July 20, 1981)	17 Restaurant c/o Bill Bockos
(Aug. 12, 1981)	Hazel B. Morris.

Compensation for Personal Injuries:

(May 13, 1981)	Margaret Mohrman
(July 30, 1981)	Lenore Weininger.

Compensation for Property Damage:

(June 29, 1979)	J.S. Marcinkowski
(March 6, 1981)	Ron Postma Chevrolet
(March 9, 1981)	Dorothy C. Quinn and Sam R. Puleo
(April 22, 1981)	Rev. David Coleman
(April 22, 1981)	J. Edward Hollender
(May 13, 1981)	James Lee
(May 29, 1981)	Olga Didenko
(June 17, 1981)	Edgar Hawkins Jr.
(June 17, 1981)	Home Insurance Company and C and H Laundromat
(June 26, 1981)	Illinois Bell Telephone Company
(July 30, 1981)	Wilford L. Randle
(July 30, 1981)	Mary Passi
(July 30, 1981)	Frank Maione
(Aug. 12, 1981)	Yates Manufacturing Company
(Aug. 19, 1981)	Kam Har Wong (Midwest Chop Suey)
(Aug. 19, 1981)	Robert I. Shane.

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 recommendation were *Concurred In*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

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.

Placed on File--MISCELLANEOUS MATTERS

The Committee on Finance submitted reports recommending that the City Council *Placed 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:

A communication from Jerome Butler dated August 26, 1981, concerning Monthly Progress Report No. 410 for the month ending June 30, 1981.

A communication from Children's Benefit League of Chicago and Suburbs dated August 18, 1981 concerning their Audit for Fiscal Year ending April 10, 1981.

A communication from Covenant Children's Home and Family Services dated August 19, 1980 concerning their Audit for Fiscal Year ending June 30, 1980.

A communication from Our Lady of Grace League dated July 31, 1981 concerning their Audit for Fiscal Year ending July 31, 1981.

COMMITTEE ON BUILDINGS AND ZONING.

*Chapter 194A, Section 5.8-7 of Municipal Code of the
City of Chicago Amended Concerning the Provisions
of Off-Street Parking in Central Area Parking
District.*

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your committee on Buildings and Zoning having had under consideration a proposed ordinance (referred July 1, 1981) to amend Chapter 194A, of the Municipal Code Section 5.8-7 by deleting certain language regarding the provision of Off-Street Parking in Central Area Parking District, begs leave to recommend that your Honorable Body *Pass* said proposed ordinance attached herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

Alderman Vrdolyak then presented a substitute for the proposed ordinance.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said substitute ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, Article 11.11-1, paragraph (a) is hereby amended by adding certain language in *Italics* below as follows:

(a) The development of air rights above land utilized or proposed for utilization for railroad, expressway, streets, or other public ways, or land otherwise devoted to public purposes, and the *creation, establishment or erection of non-accessory parking facilities in the Central Area Parking District as defined in Article 5.8-7 hereof, or any additions to or expansions of existing ones,* shall be permitted only when processed as a planned development subject to the provisions herein.

SECTION 2. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, Article 5.8-7, paragraph a, Non-Accessory Parking, is hereby amended by adding certain language in *Italics* below as follows:

a. Non-Accessory Parking. Off-street parking facilities other than accessory shall not be allowed either as permitted uses or as special uses within the Central Area Parking District, *but may be established only as a planned development subject to the provisions of Article 11.11-1.*

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

COMMITTEE ON CULTURAL DEVELOPMENT AND
HISTORICAL LANDMARK PRESERVATION.

*Paragraph 525.1, Section 44.1 of Chapter 120 of Illinois
Revised Statutes Declared Not Applicable in Regard to
Assessment and Extension of Taxes Against
Real Property Within City.*

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, September 14, 1981.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation, to which was referred on March 6, 1981, a proposed ordinance declaring that the provisions of Section 44.1 of the Revenue Act of 1939 (Ill. Rev. Stat. 1979, cum. supp., ch. 120, par. 525.1) does not apply within the corporate limits of the City of Chicago, begs leave to recommend that your Honorable Body *Pass* said proposed Ordinance, transmitted herewith.

This recommendation was *concurred in* by ten members of the Committee present, with one 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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Sherman, Stemberk, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--36.

Nays--Aldermen Evans, Sheahan, Lipinski, Marcin--4.

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

Alderman Frost moved that the record show that the ordinance was *Passed* at 11:07 A.M. and submitted to the Mayor for signature. The motion *Prevailed*.

The following is said ordinance as passed:

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

SECTION 1. The provisions of Section 44.1 of the Revenue Act of 1939 (Ill. Rev. Stat. 1979, cum. supp., ch. 120, par. 525.1) shall not apply to and shall not effect the assessment by any assessing official of and the extension of taxes levied by all taxing districts against all real property within the corporate limits of the City of Chicago.

SECTION 2. The City Clerk is authorized and directed to file a certified copy of this ordinance with the County Clerk and the County Assessor of Cook County no later than September 15, 1981.

SECTION 3. This ordinance shall be in effect upon its passage.

COMMITTEE ON ECONOMIC DEVELOPMENT

*Conditional Approval Given to Issuance of Industrial
Revenue Bond of \$1,219,000 for Construction of
Project by Pinkert Steel Company.*

The Committee on Economic Development submitted the following report:

CHICAGO, September 10, 1981.

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 August 19, 1981) providing for the issuance of industrial revenue bonds in the amount of \$1,219,000 for the construction of a project by the Pinkert Steel Company 1919 W. 74th Street, 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities 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 Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$1,219,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago for Pinkert Steel Company, an Illinois corporation; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

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

SECTION 1. The recommendation of the Commission 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 exceeding \$1,219,000.

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

COMMITTEE ON LOCAL TRANSPORTATION.

Chapter 28 of Municipal Code Amended Concerning Taxicab Leases.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 9, 1981

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on August 19, 1981) amending Chapter 28 of the Municipal Code of Chicago concerning taxicab leases, begs leave to recommend that Your Honorable Body *Pass* the substitute proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

On motion of Alderman Marzullo the substitute 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said substitute ordinance as passed:

WHEREAS, The practice of leasing taxicabs, as allowed by the Municipal Code of the City of Chicago, has become prevalent in the City of Chicago; and

WHEREAS, The health and safety of the people of the City of Chicago require that said practice be regulated; now, therefore,

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

SECTION 1. Section 28-9 of Chapter 28 of the Municipal Code of the City of Chicago is hereby amended by adding thereto the language in *italics* and deleting the language bracketed, as follows:

28-9. The relationship between the licensee of any taxicab and the driver thereof shall be such as they mutually may agree upon by contract, and may be expressed or implied, *subject to the restrictions contained in this Chapter and regulations promulgated hereunder, and* provided that the driver thereof is duly licensed by the City as a public chauffeur as required by ordinance. It shall be unlawful for a licensee to lease or contract for the independent operation or management of the licensee's operation of any taxicab licensed hereunder for any consideration whatsoever without the approval of the Commissioner of Consumer Sales Weights and Measures. *Services. Each such lease or contract shall be in writing and in a form approved by the Commissioner. The Commissioner shall issue regulations governing the duration of such leases and contracts. In formulating such regulations the Commissioner shall consider the effect of the lease or contract period on the safety of the public, the maintenance and care of taxicabs, and the availability of taxicab service. It shall be unlawful for any person other than the lessee or contractor to operate a taxicab during the term of such lease or contract.* [No person other than a chauffeur shall drive such vehicle for the transportation of passengers for hire within the City.] There shall be no discrimination against any person employed or seeking employment on account of race, color, religion, national origin or ancestry.

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

Provision Made for "Bus Only Lane" on Certain Streets.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 9, 1981.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on July 30, 1981) for the conversion of two downtown east-west one-way streets to provide for a curb-lane reverse-flow bus-lane-only for exclusive use by Chicago Transit Authority buses and emergency vehicles on-

Washington Street (bus lane westbound) between Michigan Avenue and Des Plaines Street; and on

Madison Street (bus lane eastbound) between Clinton Street and Michigan Avenue,

begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 13 members of the Committee, with no dissenting vote.

Respectfully submitted,
(Signed) VITO MARZULLO,
Chairman.

On motion of Alderman Marzullo 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, in the interests of the safe and efficient movement of vehicular and pedestrian traffic, and

WHEREAS, The City of Chicago, in an effort to reduce air pollution levels in Chicago's Central Business District (C.B.D.), and

WHEREAS, The Chicago Transit Authority anticipates a significant reduction in travel times for buses operating in such lanes; now, therefore,

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

SECTION 1. That the conversion of two downtown east-west one-way streets to provide for a curb-lane reverse-flow bus only lane is hereby approved. The streets and direction of the bus lanes are:

1. Washington Street (westbound), Michigan Avenue to Des Plaines Street.
2. Madison Street (eastbound), Clinton Street to Michigan Avenue.

SECTION 2. That Chicago Transit Authority buses and emergency vehicles, shall have exclusive use of said lanes.

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

Establishment of Taxicab Stand No. 520 on E. Erie 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 July 30, 1981):

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following locations:

Stand No. 520

On East Erie Street, along the north curb from a point 135 feet west of the west building line of N. Lake Shore Dr. to a point 100 feet west thereof, 5 Vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 26-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

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

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--46.

Nays--None.

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

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 (June 26, July 1, July 20, July 30, and August 12, 1981) seventeen 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:

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--46.

Nays--None.

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 Company,
Trustee U/T No. 51001.*

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 Company as Trustee U/T 51001, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use sanitary sewer pipeline and catch basins under and upon the public rights of way at and around four sites abutting property commonly known as 666 North Lake Shore Drive. Said sites are described as follows:

SITE 1. At a point on the south line of East Huron Street approximately thirty (30) feet east of the east line of North McClurg Court, sewer pipeline, ten (10) inches in diameter, shall extend northerly under the public way a length of thirty five (35) lineal feet, connecting an existing manhole in East Huron Street. At the same site, sewer pipeline, eight (8) inches in diameter, shall extend northerly from the property line a length of fifteen (15) lineal feet to a catch basin occupying a surface area of forty-eight (48) square inches, to be installed flush with the grade of the surrounding right of way, said sewer pipeline thence continuing north westerly, connecting with the above described ten (10) inch pipeline.

SITE 2. A catch basin, occupying a surface area of forty-eight (48) square inches, shall be installed flush with the grade of the surrounding right of way at a point on the south line of East Huron Street approximately one hundred sixty (160) feet west of the west line of North Lake Shore Drive. Commencing at said basin, a sewer pipeline, eight (8) inches in diameter, shall extend northwesterly under the public way a length of ten (10) lineal feet, continuing therefrom at a diameter of ten (10) inches a length of twenty-five (25) lineal feet, to an existing manhole in East Huron Street. At the same site, sewer pipeline, ten (10) inches in diameter, shall extend northerly from the the property line a length of ten (10) lineal feet, thence joining the above described eight (8) inch pipeline.

SITE 3. At a point on the north line of East Erie Street approximately one hundred (100) feet east of the east line of North McClurg Court, sewer pipeline, eight (8) inches in diameter, shall extend southerly from the property line a length of fifteen (15) lineal feet, connecting a catch basin, to occupy a surface area of forty-eight (48) square inches when installed flush with the grade of the surrounding right of way. Approximately ten (10) feet east of the point of commencement of the above described eight (8) inch pipeline, a sewer pipeline, twelve (12) inches in diameter, shall extend southerly from the property line a length of fifteen (15) lineal feet, connecting a catch basin, to occupy a surface area of thirty-six (36) square inches when installed flush with the grade of the surrounding right-of-way. A sewer pipeline, eight (8) inches in diameter shall connect the two catch basins described immediately above, spanning a length of ten (10) lineal feet; thence running easterly, at a diameter of twelve (12) inches, a length of thirty-five (35) lineal feet, connecting a third catch basin, said basin to occupy a surface area of thirty-six (36) square inches when installed flush with the grade of the surrounding right of way.

SITE 4. At a point on the north line of East Erie Street, approximately two hundred thirty (230) feet west of the west line of North Lake Shore Drive, a catch basin to occupy a surface area of forty eight (48) square inches, shall be installed flush with the grade of the surrounding right of way. Commencing at said catch basin, sewer pipeline, twelve (12) inches in diameter, shall extend under the public right of way south-easterly a length of fifteen (15) lineal feet. At the same site, sewer pipeline, also twelve (12) inches in diameter shall extend southerly from the property line a length of ten (10) lineal feet, thence joining the above described pipeline.

All of the above described privileged uses of the public rights-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 \$250,000.00 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 Two Thousand Three Hundred Seventy and no/100 dollars (\$2,370.00) 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 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.

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Grant to Auditorium Garage, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Auditorium Garage, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a four-

level cantilevered structure over the south twenty (20) feet of E. Congress Parkway in front of the premises known as Nos. 63-69 E. Congress Parkway, to be used for the purposes of parking automobiles. Said four-level structure shall not extend north more than twenty (20) feet from the north property line and in no event beyond the south curb line of E. Congress Parkway, shall be held twelve (12) feet ten (10) inches above the level of the pavement at the curb, and shall not extend more than seventy-one (71) feet in length; for a period of five (5) years from and after July 28, 1981.

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 the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Ninety and no/100 dollars (\$1,590.00) per annum, in advance, the first payment to be made as of July 28, 1981 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 hereof 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.

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Grant to Central Telephone Company of Illinois.

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

SECTION 1. Permission and authority are hereby given and granted to Central Telephone Company of Illinois, an Illinois Corporation, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a buried cable facility, spanning one hundred seventy five (175) lineal feet, for the purpose of providing underground service to a construction trailer for the North East River Road widening project. Said buried cable facility, positioned as shown on attached prints, which by reference are made part of this ordinance, shall be installed between North East River Road and a frontage road east of East River Road, and north of West Bryn Mawr Avenue, and shall continue to 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 \$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 three hundred twenty-five dollars and no/100 (\$325.00) 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 become due 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 Central Terminal Railway Company.

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

SECTION 1. Permission and authority are hereby given and granted to Central Terminal Railway Company, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade across S. Jefferson Street at a point sixteen (16) feet south of the south line of W. 15th Street; thence in an easterly and northerly direction on a curve across private property to a point on the south line of W. 15th Place two hundred fifteen (215) feet west of the west line of S. Canal Street; thence across W. 14th Place to a point on the north line thereof two hundred ten (210) feet west of the west line of S. Canal Street; for a period of five (5) years from and after July 15, 1981.

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 Six Hundred Dollars and no/100 (\$600.00) per annum, in advance, the first payment to be made as of July 15, 1981 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 appliance 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.

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Grant to Chicago Board of Trade.

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 Board of Trade, upon the terms and subject to the conditions, to install, maintain, and use two (2) low voltage, electrical conduits, four (4) inches in diameter, under and across S. Sherman Street, for the purpose of housing telecommunication wires between private properties commonly known as 141 and 175 West Jackson Blvd. Said privilege 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 privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

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 Three Hundred and no/100 dollars (\$300.00) 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 granted.

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 Eureka X-Ray Tube Company.

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

SECTION 1. Permission and authority are hereby given and granted to Eureka X-Ray Tube Company, a corporation, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use telephone and computer cable lines over and across Kilpatrick Avenue and School Street, adjacent to Eureka's property at 3300 N. Knox Avenue and 3250 N. Kilpatrick Avenue. Said cables, to be used for the purpose of connecting the telephone and computer systems of the above Eureka properties, shall continue to 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 \$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 Four Hundred and no/100 dollars (\$400.00) 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 of 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.

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Grant to First Chicago 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 First Chicago Building Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a connection consisting of a passageway and stairway under that portion of the sub-sidewalk area in S. Dearborn Street located approximately 3.0 feet south from the north building line of the building commonly known as One First National Plaza, 38 S. Dearborn Street, used for the purpose of connecting the space underneath the sidewalk with the Madison-Monroe-Dearborn Street Subway Station, with an opening 7.0 feet wide into the wall of said subway station; for a period of five (5) years from and after June 14, 1981.

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 Two Hundred Sixty-nine and no/100 dollars (\$269.00) per annum, in advance, the first payment to be made as of June 14, 1981 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.

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*Grant to Illinois Bell Telephone Company:
One-Story Covered Bridge.*

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, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a one-story covered bridge eight (8) feet in width, over and across the north-south public alley between S. Clark Street and S. Federal Street at a point two hundred forty-three (243) feet north of the north line of W. Harrison Street, used for the purpose of connecting the seventh floor of the buildings located on both sides of said alley, and the lowest portion of said covered bridge shall be more than twelve (12) feet above the surface of the public way at said location; for a period of five (5) years from and after September 19, 1981.

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 One Hundred Fifty and no/100 dollars (\$150.00) per annum, in advance, the first payment to be made as of September 19, 1981 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. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. 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. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times 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:
Steam Pipes.*

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, a corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed, a steam system consisting of a 12-inch steam supply pipe with a six-inch steam return pipe under and across the north-south public alley between S. Federal Street and S. Clark Street at a point one hundred sixty (160) feet north of the north line of W. Harrison Street. The aforementioned steam system is connected to buildings located at No. 520 S. Federal Street and No. 85 W. Congress Street. The authority herein granted shall be for a period of five (5) years from and after September 19, 1981.

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 Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of September 19, 1981 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, Trustee UIT No. 17725.

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, Trustee U/T 17725, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault under the surface of the east half of the north-south twenty-foot public alley in the block bounded by W. Fullerton Parkway, N. Lincoln Park West, W. Belden Avenue and N. Commonwealth Avenue. Said vault shall not exceed fifty-six (56) feet in length, nor ten (10) feet in width, outside dimensions, nor twenty (20) feet in depth, used in connection with the building located at the northwest corner of N. Lincoln Park West and W. Belden Avenue known as 2300 North Lincoln Park West; for a period of five (5) years from and after August 4, 1981.

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 two hundred forty-six and no/100 dollars (\$246.00) per annum, in advance, the first payment to be made as of August 4, 1981 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 Loyola University.

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) twenty eight (28) inch steel conductors containing a sixteen (16) inch cast iron casing with a ten (10) inch insulated steam line and a fourteen (14) inch cast iron casing with two (2) two-inch steel fuel oil lines; two (2) two-and-one half inch steel condensate return lines and one (1) one-and-one half inch steel compressed air line with a copper pneumatic control tube; also to maintain and use as now installed three (3) three-inch steel electric conduits used for a communication system, approximately fourteen (14) feet below street level crossing under N. Rush Street approximately sixty-one (61) feet southeast of the southwest corner of E. Pearson Street and N. Rush Street, running from the east property line of the premises known as No. 820 N. Rush Street connecting with the westerly line of the premises known as No. 820 N. Michigan Avenue; for a period of five (5) years from and after July 10, 1981.

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 Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of July 10, 1981 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.

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Grant to Pioneer Wholesale Meat Company.

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

SECTION 1. Permission and authority are hereby given and granted to Pioneer Wholesale Meat Company, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now erected two (2) ten (10) inch I-beams extending fourteen (14) feet and twelve (12) feet, respectively, over the sidewalk from the premises known as No. 849 W. Fulton Market; for a period of five (5) years from and after August 3, 1981.

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 Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of August 3, 1981 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 \$500,000.00 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.

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Grant to Prime Packing Company, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Prime Packing Co., Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) control sample basins to be at sidewalk grade in front of the premises known as No. 4170 South Union Avenue. Said sample basins will be placed at a depth of approximately eight (8) feet and be forty-eight (48) inches in diameter. They will connect with various six (6) inch "stub markers" as follows:

1. A stub mark one hundred twenty-seven (127) feet from Root Street.
2. A stub mark one hundred ninety-one (191) feet from Root Street.

3. A stub mark three hundred nineteen (319) feet from Root Street.

All basins are to have suitable covers approved by both the Departments of Water and Sewers and the Department of Streets and Sanitation. Said sample basins are to be made available to the Sanitary District on a 24-hour basis in order to permit the District to obtain samples of sewage; for a period of five (5) years from and after August 3, 1981.

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 and no/100 dollars (\$900.00) per annum, in advance, the first payment to be made as of August 3, 1981 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.

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Grant to Joseph T. Ryerson and Son, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Joseph T. Ryerson and Son, Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to occupy, maintain, and use that portion of the public way commonly known as South Rockwell Street, said occupation commencing at a point on the south line of the east-west sixteen (16) foot public alley immediately north of West 18th Street, said occupation of the public way extending southward therefrom to a point on the south line of West 18th Place. Said occupation of space shall include portions of intersected public ways, namely West 18th Street, West 18th Place, and the east-west public alley between West 18th Street and West 18th Place, as shown in attached sketches, which by reference are made part of this ordinance. Said occupation of the public ways 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 \$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 Five Hundred Seventy-six and no/100 dollars (\$1,576.00) 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 of 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 Stange Co.

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

SECTION 1. Permission and authority are hereby given and granted to Stange Co., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge or passageway over and across the east-west public alley between W. Monroe Street and W. Madison Street, used for the purpose of connecting the second floor of the premises known as Nos. 2534-2540 W. Monroe Street with the corresponding floor of the premises known as No. 2549 W. Madison Street. Said covered bridge or passageway shall not exceed eight (8) feet in width and the lowest portion thereof shall be not less than fourteen (14) feet above the surface of the public way at said location; for a period of five (5) years from and after July 8, 1981.

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 privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction

of the Commissioner of Streets and Sanitation.

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 Fifty and no/100 dollars (\$150.00) per annum, in advance, the first payment to be made as of July 8, 1981 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. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. 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. If grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times 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 or 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 the 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 United Air Lines, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to United Air Lines, Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and across S. Kilpatrick Avenue from a point on the east line thereof two hundred sixty (260) feet south of said south line of W. 59th Street to a point on the west line of S. Kilpatrick Avenue two hundred thirty (230) feet south of the south line of W. 59th Street; for a period of five (5) years from and after September 20, 1981.

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, for the period from September 20, 1976 to September 19, 1981, the sum of Three Hundred and no/100 dollars per annum, and thereafter at a rate of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, from and after September 20, 1981, and each succeeding payment on the same day and month annually thereafter. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. 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 Wm. Wrigley, Jr. Company.

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

SECTION 1. Permission and authority are hereby given and granted to Wm. Wrigley, Jr., Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge or passageway over and across E. North Water Street west of N. Michigan Avenue, connecting the fourteenth floor of the Wrigley Building located at the southwest corner of N. Michigan Avenue and E. North Water Street with the corresponding floor of the northwest corner of said building at said location spanning sixty-six (66) feet of the public way, said covered bridge or passageway not exceeding eight (8) feet in width and the lowest portion of same not less than one hundred eighty-seven (187) feet above the surface of the public way; for a period of five (5) years from and after July 8, 1981.

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 One Hundred Nine and no/100 dollars (\$1,109.00) per annum, in advance, the first payment to be made as of July 8, 1981 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 grantees. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by 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. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. 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. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times 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 the 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.

**Permission and Authority Granted to Regional Transportation Authority to Close
to Vehicular Traffic Portions of LaSalle and Sherman Streets and to
Construct Elevated Walkways in Public Way.**

The Committee on Local Industries, Streets and Alleys submitted the following report:
CHICAGO, September 10, 1981.

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 July 30, 1981) to the Regional Transportation Authority, to close LaSalle and Sherman Streets between Van Buren and Congress Parkway and to give authority to the RTA to construct elevated pedestrian walkways necessary for access to and from the LaSalle Street Station. (1st Ward)

This recommendation was concurred in by 9 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Regional Transportation Authority, a Municipal Corporation created by the laws of the State of Illinois ("RTA"), through its control and operation of the Rock Island commuter rail service ("Rock Commuter Service") provides necessary and economical transportation services to persons who reside and work in and about the Chicago metropolitan area; and

WHEREAS, The terminal for the Rock Commuter Service is presently located in a station ("LaSalle Street Station"), located between Van Buren Street on the north, the north line of Congress Parkway on the south, LaSalle Street on the east and Sherman Street on the west, which is obsolete and dilapidated; and

WHEREAS, There presently exists an agreement ("Station Agreement"), dated August 29, 1980, between William M. Gibbons, Trustee of the Property of the Chicago, Rock Island and Pacific Railroad Company, Debtor ("Rock") and The Penn Central Corporation ("Penn") to demolish and redevelop the property upon which the LaSalle Street Station is presently located; and

WHEREAS, There presently exists an agreement ("RTA Agreement"), dated December 17, 1980, between Rock, Penn and RTA which provides for the termination of the RTA use of the LaSalle Street Station and the construction and maintenance of a new commuter terminal ("New Station") on the overhead plate ("Overhead Plate"), previously constructed over Congress Parkway (immediately south of the LaSalle Street Station), pursuant to a certain indenture ("Congress Street Agreement") between the City of Chicago and the Chicago, Rock Island and Pacific Railroad and the Penn Central Railroad, dated November 24, 1953; and

WHEREAS, The Station Agreement and the RTA Agreement have been approved in federal district court, which supervises and governs the actions of Rock; and

WHEREAS, The Department of Housing and Urban Development has approved an Urban Development Action Grant to the City of Chicago to be utilized in the implementation of the developments under the Station Agreement and RTA agreement; and

WHEREAS, The construction, installation and maintenance of specially designed elevated pedestrian walkways, speed ramps and platforms over LaSalle Street and on and over Sherman Street between Van Buren and Congress Parkway is necessary for passenger ingress and egress to and from the New Station; and

WHEREAS, The RTA has agreed to hold and save the City of Chicago harmless from any and all liability for any loss, cost or damage or expense on account of the installation, construction and maintenance of such specially designed elevated pedestrian walkways, speed ramps and platforms; and

WHEREAS, The temporary closing of LaSalle Street between Congress Parkway and Van Buren Street and part of Sherman Street extending approximately 165 feet south of Van Buren Street to vehicular traffic is necessary to protect and keep safe the persons who utilize the elevated pedestrian walkways, ramps and platforms which are necessary for ingress to and egress from the New Station; and

WHEREAS, Pursuant to the RTA Agreement the RTA has certain rights to move its commuter station from the Overhead Plate into the improvements to be constructed on the property now occupied by the LaSalle Street Station; now, therefore,

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

SECTION 1. All of that part of LaSalle Street, lying between the South line of Van Buren Street and the north line of Congress Parkway, as described in Exhibit A attached hereto, is hereby temporarily closed to all vehicular traffic, except to all construction, delivery and emergency vehicles and further except to all service vehicles serving the occupants of the property east of and adjacent to LaSalle Street between Van Buren and Congress Streets, for so long as the New Station located on the Overhead Plate is maintained and used to provide transportation services or is required by the RTA for the safety and convenience of the commuter passengers.

SECTION 2. All of that part of Sherman Street, lying between the south line of Van Buren Street and a parallel line approximately 165 feet South thereof, as described in Exhibit B, is temporarily closed to vehicular traffic, except to all construction, emergency and delivery vehicles for so long as the New Station located on the Overhead Plate is maintained and used to provide transportation services or is required by the RTA for the safety and convenience of the commuter passengers.

SECTION 3. The Regional Transportation Authority is hereby authorized, subject to the terms and conditions of this ordinance, to construct, maintain and operate a New Station on the existing Overhead Plate over Congress Parkway between LaSalle and Sherman Streets and further described in a certain indenture dated November 24, 1953 between the City of Chicago and the New York Central and Chicago Rock Island railroads and recorded as Document No. 15,790,552. Said New Station is generally depicted in brown on Exhibit C.

SECTION 4. The Regional Transportation Authority is hereby authorized, subject to the terms and conditions of this ordinance, to construct, maintain and operate elevated pedestrian walkways, ramps and platforms, the means of ingress and egress to and from the New Station to be constructed on the Overhead Plate presently existing over Congress Parkway as follows:

- (a): In that part of Congress Parkway install, construct and maintain a pedestrian walkway, commencing approximately 50 feet east of the Northeast intersection of LaSalle Street and Congress Parkway and thence continuing west approximately 99 feet and terminating at the platform described in (b) below. Said pedestrian walkway is generally depicted in green on Exhibit C.
- (b): In that part of the intersection of Congress Parkway and LaSalle Street, construct, install and maintain an enclosed platform connecting the elevated pedestrian walkway, described in (a) above to the New Station to be constructed on the existing Overhead Plate described in Section 3 above. Said platform shall be approximately 31 feet in length, 6 feet in width and 18 feet in height. Said enclosed platform is generally depicted in red on Exhibit C.

- (c): In that part of Sherman Street, vacated by City Ordinance, dated November 10, 1952, install, construct and maintain an elevated pedestrian walkway and speed ramps commencing approximately 165 feet south of the south line of Van Buren Street and terminating at the enclosed platform described in (d) below. Said pedestrian walkway and speed ramps are approximately 162 feet in length and 32 feet in width and are generally depicted in yellow on Exhibit C.
- (d): In that part of the intersection of vacated Sherman Street and Congress Parkway, construct, install and maintain an enclosed platform connecting, the elevated pedestrian walkway and speed ramps described in (c) above to the commuter facility described in Section 3 above. Said platform shall commence approximately 330 feet south of the south line of Van Buren and shall be approximately 104 feet in length, 17 feet in height and 32 feet in width and shall at the terminus of the platform continue east approximately 28 feet terminating at the commuter station described in Section 3 above. Said enclosed platform is generally depicted in orange on Exhibit C. The Regional Transportation Authority shall have the right to utilize the area beneath this platform and the area adjacent to and extending to New Sherman Street for the purposes specified in this ordinance.

SECTION 5. The attached exhibits describing all pedestrian walkways, speed ramps, retaining walls, platforms and closed streets are incorporated herein and by reference made a part hereof.

SECTION 6. The Regional Transportation Authority 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, construction, or maintenance of the said elevated pedestrian walkways, speed ramps and platforms.

SECTION 7. All construction, as set forth herein, shall be in accordance with the plans as approved by the Commissioner of the Department of Development and Planning.

SECTION 8. The permission and authority granted by this ordinance shall continue in full force and effect for so long as the New Station is located on the Overhead Plate and used to provide transportation services.

SECTION 9. The permission and authority granted by this ordinance shall accrue to the successors, agents, and assigns of the Regional Transportation Authority.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Repeal of Ordinance Granting Permission and Authority to Central Soya
Company, Inc. to Maintain and Use Switch Track.*

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed *Repealing* ordinance transmitted therewith (which was referred to the committee on July 20, 1981, C.J.P. p. 6669):

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

SECTION 1. That the following ordinances passed by the City Council on: July 15, 1969, Pages 5855-56 Use of switch track September 19, 1974, Page 8900 Use of switch track which granted permission and authority to Central Soya Company Inc., to maintain and use the above-mentioned privileges on the public right of way; be and same is hereby repealed as of February 11, 1981.

That the following ordinances passed by the City Council on: December 8, 1977, Pages 6470-01 Use of a watermain January 21, 1980, Page 2246 Use of a bridge which granted permission and authority to Central Soya Company Inc., to maintain and use the above-mentioned privileges under and over the public right of way; be the same is hereby repealed as of December 30, 1980.

The City Comptroller is hereby authorized to cancel all out-standing Warrants for Collection subsequent to the repealed dates.

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

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

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

Nays--None.

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

*Orders Passed for Grants of Privileges
in Public Ways.*

The Committee on Local Industries, Streets and Alleys to which had been referred (July 1, July 20, July 30 and August 12, 1981) thirty-eight proposed orders for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

On separate motions made by Alderman Barnett *each*

Nays--None.

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

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

Grant to Arturo Turin Acevedo: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Arturo Turin Acevedo to maintain and use an existing canopy over the public right-of-way in West Armitage Avenue attached to the building or structure located at No. 3553 West Armitage Avenue for a period of three (3) years from and after October 1, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to American National Bank and Trust Co.
of Chicago, UIT No. 90889: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National Bank & Trust Co. of Chicago, U/T No. 90889 to maintain and use a canopy over the public right of way in N. Wabash Avenue attached to the building or structure located at Nos. 225-227 N. Wabash Avenue for a period of three (3) years from and after November 6, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 56 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Eighty-One and No/100 Dollars (\$81.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Belair Hotel, Partnership: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Belair Hotel, Partnership to maintain and use an existing canopy over the public right of way in West Diversey Parkway attached to the building or structure located at No. 424 W. Diversey Parkway for a period of three (3) years from

and after September 10, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 12 feet in length, nor 9 in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Berger Realty Group Management: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Berger Realty Group Management to maintain and use an existing canopy over the public right of way in N. Dearborn Street attached to the building or structure located at No. 1100 N. Dearborn Street for a period of three (3) years from and after November 30, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 10 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Bismarck Hotel Company: Canopies

Ordered, That the City Comptroller is hereby authorized to issue a permit to Bismarck Hotel Company to maintain and use two (2) canopies over the public right of way in W. Randolph Street attached to the building or structure located at Nos. 159 and 171 W. Randolph Street for a period of three (3) years from and after September 28, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopies not exceed 56 feet and 71 feet, 6 inches in length, nor 16 feet and 16' in width: Upon the filing of the acceptance and bond and payment of One Hundred Seventy-eight and No/100 Dollars (\$178.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Booth Fisheries Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Booth Fisheries Corporation to maintain and use an existing canopy over the public right of way in West Kinzie Street attached to the building or structure located at Nos. 109-121 W. Kinzie Street for a period of three (3) years from and after June 19, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 100 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Twenty-five and No/100 Dollars (\$125.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Cascade Bowling Center, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Cascade Bowling Center, Inc. to maintain and use an existing canopy over the public right of way in W. Madison Street attached to the building or structure located at No. 3825 W. Madison Street for a period of three (3) years from and after February 24, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 24 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to CBS, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to CBS Inc., to maintain and use an existing canopy over the public right of way in N. McClurg Court attached to the building or structure located at No. 630 N. McClurg Court for a period of three (3) years from and after October 11, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention; said canopy not exceed 140 feet 9 inches in length, nor 8 feet 2 inches in width: Upon the filing of the acceptance and bond and payment of One Hundred Sixty-six and No/100 Dollars (\$166.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Chicago Tribune Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago Tribune Company to maintain and use an existing canopy over the public right of way in W. Harrison Street attached to the building or structure located at No. 601 W. Harrison Street for a period of three (3) years from and after September 10, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 18 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Delaware Towers, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Delaware Towers, Inc. to maintain and use an existing canopy over the public right of way in E. Delaware Place attached to the building or structure located at No. 25 E. Delaware Place for a period of three (3) years from and after September 27, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 18 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Exchange National Bank, UIT No. 23636: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Exchange National Bank U/T No. 23636 to maintain and use an existing canopy over the public right of way in S. Loomis Street attached to the building or structure located at Nos. 1821-1823 S. Loomis Street for a period of three (3) years from and after May 28, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 32 feet 3 inches in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty- Eight and No/100 Dollars (\$58.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Jarvis "L" Liquor Mart, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jarvis "L" Liquor Mart, Inc. to maintain and use an existing canopy over the public right of way in W. Jarvis Avenue attached to the building or structure located at No. 1502 ½ W. Jarvis Avenue for a period of three (3) years from and after November 14, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 16½ feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Isaiah Jones d/b/a Jones Funeral Home: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Isaiah Jones d/b/a Jones Funeral Home to maintain and use an existing canopy over the public right of way in S. Halsted Street attached to the building or structure located at No. 7949 S. Halsted Street for a period of three (3) years from and after January 1, 1980 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Kenneth's Restaurant Company, Inc. No. 1: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Kenneth's Restaurant Company, Inc. No.1 to construct, maintain and use a canopy over the public right of way in N. Wells Street attached to the building or structure located at No. 120 N. Wells Street for a period of three (3) years from and after July 16, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 11'6" in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to LaSalle National Bank, Trustee U/T No. 53277: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to LaSalle National Bank, as Trustee U/T 53277 to maintain and use an existing canopy over the public right of way in North Rush Street attached to the building or structure located at No. 871 North Rush Street for a period of three (3) years from and after October 20, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 20'3" in length, nor 3'2" in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Midwest Hotels, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Midwest Hotels, Inc. to maintain and use an existing canopy over the public right of way in North Sheridan Road attached to the building or structure located at No. 4526 N. Sheridan Road for a period of three (3) years from and after September 13, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 11 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Miomir's Serbian Club Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Miomir's Serbian Club to maintain and use 3 canopies over the public right of way in West Lawrence Avenue attached to the building or structure located at No. 2255 W. Lawrence Avenue for a period of three (3) years from and after April 3, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 15', 15', 15' respectively in length, nor 3', 6', 3' respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and Fifty and No/100 Dollars (\$150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Morton: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Morton Group to, construct, maintain and use an existing canopy over the public right of way in North State Street attached to the building or structure located at No. 1050 N. State Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 48'5" in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-Four and No/100 Dollars (\$74.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to National Boulevard Bank UIT No. 4307.

Ordered, That the City Comptroller is hereby authorized to issue a permit to National Boulevard Bank U/T 4307 to maintain and use an existing canopy over the public right of way in N. Clark Street attached to the building or structure located at No. 4761 N. Clark Street for a period of three (3) years from and after October 20, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 36 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-One and No/100 Dollars (\$61.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Northwestern Memorial Hospital: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Northwestern Memorial Hospital to maintain and use an existing canopy over the public right of way in East Superior Street attached to the building or structure located at No. 303 East Superior Street for a period of three (3) years from and after August 13, 1981 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 17 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Palmer House Company, (State, Monroe and Wabash): Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Palmer House Company to maintain and use an three existing canopies over the public right of way in S. State Street, E. Monroe Street and S. Wabash Avenue attached to the building or structure located at Nos. 119 S. State; 19-25 E. Monroe; 114-32 S. Wabash Ave. for a period of three (3) years from and after October 14, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopies not exceed 25'6", 138', 84' respectively in length, nor 19'6", 13'6", 22' respectively in width: Upon the filing of the acceptance and bond and payment of Three Hundred Twenty-Two and No/100 Dollars (\$322.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Palmer House Company (106 S. Wabash Av.): Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Palmer House Company to maintain and use an existing canopy over the public right of way in South Wabash Avenue attached to the building or structure located at No. 106 S. Wabash Avenue for a period of three (3) years from and after September 23, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 15 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Prudential Insurance Company of America
No. 155 N. Beaubien Court: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Prudential Insurance Company of America to maintain and use an existing canopy over the public right of way in N. Beaubien Court attached to the building or structure located at No. 155 N. Beaubien Court for a period of three (3) years from and after December 22, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 24 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to The Prudential Insurance Company of America,
No. 160 N. Stetson Av.: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Prudential Insurance Company of America to maintain and use a canopy over the public right of way in North Stetson Avenue attached to the building or structure located at No. 160 N. Stetson Avenue for a period of three (3) years from and after December 22, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 26 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-One and No/100 Dollars (\$51.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Randolph Flower Shop, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Randolph Flower Shop, Inc. to maintain and use an existing canopy over the public right of way in North Garland Avenue attached to the building or structure located at No. 65 East Randolph Street for a period of three (3) years from and after November 14, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 30 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-Five and No/100 Dollars (\$55.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to San Francisco Associates Partnership: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to San Francisco Associates Partnership to construct, maintain and use two (2) canopies over the public right of way in N. State Street and W. Illinois Street attached to the building or structure located at Nos. 400 N. State and 4 W. Illinois for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopies not exceed 7'6" and 8 feet respectively in length, nor 6' and 8 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred and No/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sears Roebuck and Co., No. 3401 W. Arthington St.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Co. to maintain and use an existing canopy over the public rightofway in West Arthington Street attached to the building or structure located at No. 3401 W. Arthington Street for a period of three (3) years from and after August 18, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 22 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sears, Roebuck and Co., No. 1012 S. Spaulding Av. Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Co. to maintain and use an existing canopy over the public right of way in South Spaulding Avenue attached to the building or structure located at No. 1012 S. Spaulding Avenue for a period of three (3) years from and after August 17, 1981, in accordance with plans and specifications*filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 6'5" in length, nor 17'1" in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sears, Roebuck and Co., Nos. 1 - 7 E. Van Buren St.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Co. to maintain and use an existing canopy over the public right of way in E. Van Buren Street attached to the building or structure located at No. 1 - 7 E. Van Buren Street for a period of three (3) years from and after August 18, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 38 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-three and No/100 Dollars (\$63.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 17 South Wabash Restaurant Corp.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 17 South Wabash Restaurant Corp. to maintain and use an existing canopy over the public right of way in South Wabash Avenue attached to the building or structure located at No. 19 S. Wabash Avenue for a period of three (3) years from and after June 17, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 10 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sherwin on the Lake Condominium Association: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sherwin on the Lake Condominium Association to maintain and use an existing canopy over the public right of way in West Sherwin Avenue attached to the building or structure located at No. 1205 W. Sherwin Avenue for a period of three (3) years from and after October 29, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 12 feet in length, nor 29 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Skil Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sherwin on the Lake Condominium Association to maintain and use a canopy over the public right of way in Elston Avenue attached to the building or structure located at No. 5033 N. Elston Avenue for a period of three (3) years from and after October 5, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 55 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Eighty and No/100 Dollars (\$80.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to R C Philippine Trading: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to R C Philippine Trading to maintain and use a canopy over the public right of way in West Fulton Street attached to the building or structure located at Nos. 1132-1134 W. Fulton Street for a period of three (3) years from and after September 1, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 48 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-three and No/100 Dollars (\$73.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to The Shubert Organization, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Shubert Organization, Inc., a New York corporation, to maintain and use an existing canopy over the public right of way in West Monroe Street attached to the building or structure located at Nos. 18-22 West Monroe Street for a period of three (3) years from and after July 17, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 34 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-nine and No/100 Dollars (\$59.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to 3500 North Lake Shore Drive Cooperative
Apartments, Inc.: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to 3500 North Lake Shore Drive Cooperative Apartments Inc. to maintain and use an existing canopy over the public right of way in N. Lake Shore Drive attached to the building or structure located at No. 3500 North Lake Shore Drive for a period of three (3) years from and after September 13, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 26 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-one and No/100 Dollars (\$51.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 247 East Ontario Street Building Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 247 East Ontario Street Building Corporation to maintain and use a canopy over the public right of way in E. Ontario Street attached to the building or structure located at No. 277 E. Ontario Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 8 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Union League Club of Chicago: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Union League Club of Chicago, an Illinois Corporation to maintain and use an existing canopy over the public right of way in South Federal Street attached to the building or structure located at No. 312 S. Federal Street for a period of three (3) years from and after September 29, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 34 feet 9 inches in length, nor 6 feet 3 inches in width: Upon the filing of the acceptance and bond and payment of Fifty-eight and No/100 Dollars (\$58.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Walgreen Co.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Walgreen Co. a Corporation to maintain and use an existing canopy over the public right of way in West Belmont Avenue attached to the building or structure located at Nos. 5650-5658 West Belmont Avenue for a period of three (3) years from and after September 11, 1981, in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of Bureau of Fire Prevention, said canopy not exceed 89 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fourteen and No/100 Dollars (\$114.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Part of East-West Public Alley Vacated in Block Bounded by W. 20th Pl.,
W. 21st St., S. Sangamon St. and S. Peoria St.*

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 December 1, 1980, C.J.P. p. 4380).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public 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 35 to 44, both inclusive; lying north of the north line of Lots 47 to 56, both inclusive; lying west of a line drawn from the southeast corner of said Lot 35 to the northeast corner of said Lot 56; and lying east of a line drawn from the southwest corner of said Lot 44 to the northwest corner of said Lot 47 all in

C.H. Deere's Subdivision of Block 17 in Walsh and McMullen's Subdivision of part of the S.E. 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 250 feet of the west 275 feet of the east-west 16 foot public alley in the block bounded by W. 20th Place, W. 21st Street, S. Sangamon Street and S. Peoria Street, as colored in red and indicated by the words "TO BE VACATED" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, GREIF BROS. CORPORATION, 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 eight hundred and no/100 dollar (\$8,800.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, GREIF BROS. CORPORATION, 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.

*Part of S. Avenue N, S. Avenue M and S. Avenue L and Adjacent North-South
Public Alleys Vacated in Area Bounded by E. 117th St.,
E. 118th St., S. Avenue O, S. Avenue L, Etc.*

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 May 13, 1981, C.J.P. p. 6150).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public streets and public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of S. Avenue N lying west of the west line of Lots 17 to 36, both inclusive, in Block 49 and lying east of the east line of Lots 1 to 24, both inclusive, in Block 50; lying north of the north line of the south 7 feet of Lot 24 in Block 50 produced east and north of the northerly edge of Hyde Lake as shown on the recorded plat of Whitford's South Chicago Subdivision; and lying south of a line drawn from the northwest corner of Lot 36 in Block 49 to the northeast corner of Lot 1 in Block 50 all in

Whitford's South Chicago Subdivision of the W. 1/2 of the N.W. 1/4 of Section 20, Township 37 North, Range 15 East of the Third Principal Meridian;

also

all that part of S. Avenue M lying west of the west line of Lots 7 to 17, both inclusive, in Block 48; lying east of the east line of Lots 1 to 15, both inclusive, in Block 49; lying north of the northerly edge of Hyde Lake as shown on the recorded plat of Whitford's South Chicago Subdivision; and lying south of a line drawn from the northwest corner of Lot 17 in Block 48 to the northeast corner of Lot 1 in Block 49 all in Whitford's South Chicago Subdivision aforementioned;

also

all that part of S. Avenue L lying east of the east line of Lots 1, 2, and 3 in Block 48; and lying south of the north line of Lot 1 in said Block 48 produced east, all in Whitford's South Chicago Subdivision aforementioned; and lying north of the northerly edge of Hyde Lake as shown on the recorded plat of Whitford's South Chicago Subdivision;

also

all of the north-south 14-foot public alley lying west of the west line of Lots 1 to 6, both inclusive; lying east of the east line of Lots 10 to 17, both inclusive; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 17, all in Block 48 in Whitford's South Chicago Subdivision aforementioned; and lying north of the northerly edge of Hyde Lake as shown on the recorded plat of Whitford's South Chicago Subdivision;

also

all of the north-south 14-foot public alley lying west of the west line of Lots 1 to 16, both inclusive; lying east of the east line of Lots 20 to 36, both inclusive; lying south of a line drawn from the northwest corner of said Lot 1 to the northeast corner of said lot 36, all in block 49 in Whitford's South Chicago Subdivision aforementioned; and lying north of the northerly edge of Hyde Lake as shown on the recorded plat of Whitford's South Chicago Subdivision;

also

all of the north-south 14-foot public alley lying west of the west line of Lots 1 to 24, both inclusive; lying east of the east line of Lots 25 to 48, both inclusive; lying south of a line drawn from the northwest corner of said Lot 1 to the northeast corner of said Lot 48; and lying north of a line drawn from the point of intersection of the west line of Lot 24 and a line 7 feet north of and parallel with the south line of said Lot 24 to the point of intersection of the east line of Lot 25 and a line 7 feet north of and parallel with the south line of said Lot 25, all in Block 50 in Whitford's South Chicago Subdivision, said part of public streets and public alleys herein vacated being further described as all that part of S. Avenue N, S. Avenue M and S. Avenue L lying between E. 117th Street and E. 118th Street and the northerly edge of former Hyde Lake together with all the north-south 14-foot public alleys in the area bounded by E. 117th Street, E. 118th Street, S. Avenue O, S. Avenue L and the northerly edge of former Hyde Lake as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The American National Bank and Trust Company, As Trustee, Trust No. 47874, shall dedicate or cause to be dedicated to the public and open up for public use as a public street the following described property:

the south 7 feet of Lots 24 and 25 in Block 50 in Whitford's South Chicago Subdivision of the W. 1/2 of the N.W. 1/4 of Section 20, Township 37 North, Range 15 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all that part of the streets and alleys herein vacated, with the right of ingress and egress.

SECTION 4. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, American National Bank and Trust Company, as Trustee, Trust No. 47874, and United Steel Worker's of America Local No. 1033 Building Corporation, 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 streets and public alleys hereby vacated, the sum of seventy-five thousand two hundred and no/100 dollars (\$75,200.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, American National Bank and Trust Company, as Trustee, Trust No. 47874, and United Steel Worker's of America Local No. 1033 Building Corporation, 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 vacations and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

*Part of East-West Public Alley Vacated in Area Bounded by S. Keeler Av.,
S. Karlov Av., Indiana Harbor Belt RR. and W. 54th St.*

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 March 20, 1980, C.J.P. p. 2637).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Meil, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public 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 the abandoned right of way of the Indiana Harbor Belt Railroad, lying north of the north line of Lots 16 to 20, both inclusive, lying west of the east line of Lot 16 produced north 16 feet and lying east of the west line of Lot 20 produced north 16 feet in Block 2 in

Oliver Salinger and Company's Crawford Avenue and 55th Street Subdivision, being a Subdivision of that part of the S.E. ¼ of the S.E. ¼ of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian lying south of the Indiana Harbor Belt Line Railroad right of way;

said part of public alley herein vacated being further described as the west 151.12 feet, more or less, of the east-west public alley in the block bounded by W. 54th Street, the abandoned right of way of the Indiana Harbor Belt Railroad, S. Karlov Avenue, and S. Keeler 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, Chicago Communications Service, Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Five Thousand Eight Hundred and no/100 Dollars (\$5,800.00), 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 S. Keeler Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Chicago Communications Service, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. 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 W. 58th, W. 59th, S. Peoria and S. Green Sts.*

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 March 8, 1978, C.J.P. p. 7414).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public 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 16-foot public alley lying west of the west line of Lots 11 and 12; lying east of the east line of Lots 31 and 32; lying south of a line drawn from the northwest corner of said Lot 11 to the northeast corner of said Lot 32; and lying north of a line drawn from the southwest corner of said Lot 12 to the southeast corner of said Lot 31, all in Block 7 in

John Walker's Subdivision of the S.E. ¼ of the N.E. ¼ of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the north 50 feet, more or less, of the north-south 16-foot public alley lying south of the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad right of way in the block bounded by W. 58th Street, W. 59th Street, S. Peoria Street and S. Green Street, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, CARL F. WILSON, 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 hundred and no/100 dollars (\$800.00), which sum in the judgment of this body will be equal to such benefits. 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 90 days after the passage of this ordinance, Carl F. Wilson, 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 5. This ordinance shall take effect and be in force from and after its passage.

**Part of East-West Public Alley Vacated in
Block Bounded by W. 30th St., W. 31st St.,
S. Kildare Av. and S. Tripp 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 September 10, 1980 C.J.P. p. 3736).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public 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 eastwest 16- foot public alley lying north of the north line of Lots 26 to 29, both inclusive; lying south of the south line of Lot 30; lying west of the east line of Lot 26 produced north to the south line of Lot 30; and lying east of a line drawn from the northwest corner of Lot 29 to the southwest corner of Lot 30 all in Block 2 in

Whitaker and Potter's Addition to Chicago of Block 8 in Reid's Subdivision of the W. 1/2 of the S.E. 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the west 107.52 feet, more or less, of the east-west 16-foot public alley in the block bounded by W. 30th Street, W. 31st Street, S. Kildare Avenue and S. Tripp Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Nick and Loretta (Also Known as Laura) Perrino, and Home Run Inn, Inc. 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 Five Thousand and no/100 Dollars (\$5,000.00), 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 S. Kildare Avenue. 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 90 days

after the passage of this ordinance, Nick and Loretta (Also Known As Laura) Perrion, and Home Run Inn, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

**North-South Public Alley Vacated in Block Bounded by
N. Harlem, N. Neva and W. Medill Aves. and
C. M. St. P & P RR.**

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 May 13, 1981, C.J.P. p. 6153).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of 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 20-foot public alley lying east of the east line of Lots 9, 10, 11, and 14; and lying west of the west line of Lots 12 and 13; lying north of a line drawn from the southwest corner of said Lot 13 to the southeast corner of said Lot 14; and lying south of the southerly right-of-way-line of the Chicago, Milwaukee, St. Paul and Pacific Railroad in Block 6 in

Mont Clare being a Subdivision of the N. 1/2 of the N.W. 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian and part of the S.W. 1/4 of the S.W. 1/4 of said Section 31 lying south of Fullerton Avenue;

said part of public alley herein vacated being further described as all of the north-south 20-foot public alley in the area bounded by N. Harlem Avenue, N. Neva Avenue, W. Medill Avenue and the right-of-way line of the Chicago Milwaukee St. Paul and Pacific Railroad as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Department of Finance (Real Estate Division) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Opening of Triangular Strip of Northeast Corner of
N. Pulaski Road and W. Bryn Mawr Av. as
Additional Right of Way.**

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 September 10, 1980 C.J.P. p. 3742).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (Department of Streets and Sanitation) in connection with a new traffic alignment at the intersection of N. Pulaski Road and W. Bryn Mawr Avenue desires to open a triangular area approximately 32 feet by 32 feet at the northeast corner of N. Pulaski Road and W. Bryn Mawr Avenue as additional right of way; and

WHEREAS, The City of Chicago is the owner of all of the property to be opened as public street; now, therefore,

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

SECTION 1. That the following described property shall be opened for part of public street;

Beginning at the point of intersection of a line 50 feet east of and parallel with the west line of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian; and a line 50 feet north of and parallel with the south line of said Section 2; thence north along a line 50 feet west of and parallel with the west line of said Section 2 a distance of 32 feet; thence southeasterly to a point which is 82 feet east of the west line of said Section 2 and 52 feet north of the south line of said Section 2; thence east and parallel with the south line of said Section 2 a distance of 108 feet; thence southeasterly to a point which is 230 feet east of the west line of said Section 2 and 50 feet north of the south line of said Section 2; thence west along a line 50 feet north of and parallel with the south line of said Section 2 to a point of beginning.

SECTION 2. That the City of Chicago, Department of Public Works, (Bureau of Maps and Plats) 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 3. 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 W. Sheridan Road; W. Grace St.,
W. Fremont St. and N. Broadway.**

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 1, 1981, C.J.P. p. 6491).

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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of 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 16-foot public alley lying west of the west line of Lots 1 to 7, both inclusive, in

S.H. Kerfoot's Subdivision of the North 3½ acres of the East 4 acres in Block 8 in Laflin, Smith, and Dyer's Subdivision of the N.E. ¼ (except 1.28 acres in the N.E. corner) in Section 20, Township 40 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lots 2 and 7 in Assessor's Division of Block 8 in Laflin, Smith, and Dyer's Subdivision aforementioned;

lying south of a line drawn from the northwest corner of said Lot 1 in S.H. Kerfoot's Subdivision aforementioned, to the northeast corner of said Lot 2 in Assessor's Division of Block 8 aforementioned; and lying north of the south line of Lot 7 in S.H. Kerfoot's Subdivision aforementioned, produced west, said line being the north line of that part of the north-south 16-foot public alley vacated by ordinance passed April 26, 1916 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 5866762; also

all that part of the public alley dedicated by Plat of Dedication recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 5866734, being described as follows:

the west 9 feet of the south 26 feet of Lot 7 in S.H. Kerfoot's Subdivision of the North 3½ acres of the East 4 acres of Block 8 of Laflin, Smith and Dyer's Subdivision of the N.E. ¼ of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian;

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 6 months after the passage of this ordinance, the Chicago Park District, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

East-West Alley at N. Kostner and W. Thorndale Aves. Closed to Vehicular Traffic.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on July 20, 1981):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to close to traffic the east-west alley at N. Kostner Avenue and W. Thorndale Avenue in proximity to Sauganash Park.

On motion of Alderman Barnett 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

Authorization for Grant of Easement for Sewer Purposes at No. 211 E. Ohio St.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, September 10, 1981.

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 August 12, 1981) to LaSalle National Bank as Trustee, U/T No. 101563, of a permanent and perpetual easement to construct, maintain and use an 18-inch combination sewer to be installed underneath the following described property:

The north nine feet of the south 109 feet of the west 216-1/3 feet of block 20 and Kinzie's Addition to Chicago, being a subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. (42nd Ward)

This recommendation was concurred in by 9 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, LaSalle National Bank as Trustee under Trust Agreement No. 101563 is the owner of an easement for ingress, egress, light and ventilation over the following described nine foot tract of land owned in fee simple by the City of Chicago:

The north nine feet of the south 109 feet of the west 216-1/3 feet of block 20 and Kinzie's Addition to Chicago, being a subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, The construction and development of a 586 unit rental apartment building upon the adjoining property owned by LaSalle National Bank require the installation of a 18-inch combination sewer underneath the nine foot tract of land owned by the City of Chicago subject to the easement rights of record; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the installation of a 18-inch combination sewer underneath the nine foot parcel of land owned by the City of Chicago would not interfere in any manner with existing utilities or the use of the property by the City of Chicago; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the grant to LaSalle National Bank as Trustee under Trust Agreement No. 101563 of a permanent and perpetual easement to construct, maintain, and use

an 18-inch combination sewer to be installed underneath the following described property owned by the City of Chicago:

The north nine feet of the south 109 feet of the west 216 1/3 feet of block 20 Kinzie's Addition to Chicago, being a subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The easement grant shall provide that LaSalle National Bank as Trustee under Trust Agreement No. 101563 shall indemnify and hold harmless the City of Chicago against all claims for injuries, deaths, damages, suits, judgments, costs and expenses which in any way may accrue against the City of Chicago arising out of the overall construction, maintenance or use of the easement. Further, the owner, LaSalle National Bank as Trustee under Trust Agreement No. 101563, shall provide general liability insurance in an amount and form approved by the Department of Law of the City of Chicago.

SECTION 3. The easement herein granted is made upon the express condition that, within six months after the passage of this Ordinance, LaSalle National Bank as Trustee under Trust Agreement No. 101563 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 served by the easement grant herein the sum of Two Thousand and no/100 Dollars (\$2,000.00), which amount in the judgment of this body will be equal to such benefits.

SECTION 4. The installation of the proposed sewer will be subject to approval by the City agencies concerned and the plans and construction of the combination sewer will require approval of the Department of Streets and Sanitation, Bureau of Sewers.

SECTION 5. The Mayor of the City of Chicago is hereby authorized to execute the easement agreement granted herein in a form approved by the Corporation Counsel.

SECTION 6. This ordinance shall be effective immediately upon the passage thereof.

Supt. of Maps Authorized and Directed to Approve Plat of Dedication.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 20, 1981):

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivision, is authorized and directed to approve a plat of dedication being the south 1/2 (33 feet) of W. Catherine Avenue lying between a line 224.40 feet west of the west line of N. Delphia Avenue and a line 490.40 feet west of the west line of N. Delphia Avenue for the Parkway Bank and Trust Company Trust No. 2816-(No. 11-41-81-736); as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in force and effect 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

Supt. of Maps Authorized and Directed to Approve Plat of Dedication.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on August 12, 1981, C.J.P. p. 6869):

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is authorized and directed to approve a plat of dedication being the west 33 feet of N. Kolmar Avenue lying between a line 498.91 feet north of W. Grand Avenue (as measured along the west line of N. Kolmar Avenue extended north) and a line 181.00 feet north thereof for Signode Corporation (No. 34-30-81-740); as shown on the attached plat, when the necessary certificates are shown on said plat.

SECTION 2. This ordinance shall be in force and effect 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

Supt. of Maps Authorized and Directed to Approve Plat of Subdivision.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 20, C.J.P. p. 6668):

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of subdivision "Jarmola's Subdivision" located on the east side of S. Normandy Avenue, 240.3 feet south of the south line of W. 58th Street and having a frontage of 122 feet on S. Normandy Avenue and a depth of 133.50 feet, when the necessary certificates are shown on said plat, (No. 18-23-81-734).

SECTION 2. This ordinance shall take effect and be in 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Permission Granted to Harry M. Weese & Associates to
Install Planters at No. 541 N. Fairbanks Ct.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed substitute order transmitted therewith (which was referred to the committee on July 20, 1981, C.J.P. p. 6670):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits to Harry M. Weese & Associates, Architects, for the installation of planters in front of the Time and Life Building, located at No. 541 N. Fairbanks Court, subject to the payment of fees, the approval of plans, and on the condition that the adjoining property owner maintains the planters and properly indemnifies the City of Chicago against liabilities.

On motion of Alderman Barnett the foregoing proposed substitute order was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

**Commissioner of Streets and Sanitation Authorized and Directed
to Give Consideration to Construction of Curb-Attached
Sidewalks at Specified Locations.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on August 12, 1981, C.J.P. p. 6868):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the construction of curb-attached sidewalks at the following locations:

S. Nashville Avenue (both sides) from W. 61st Street to W. 62nd Street;

S. Neenah Avenue (both sides) from W. 61st Street to W. 62nd Street;

S. Natchez Avenue (west side) from W. 62nd Street to W. 63rd Street;

S. Natchez Avenue (east side) from the first east-west alley north of W. 63rd Street to W. 62nd Street; and

S. Natchez Avenue (both sides) from W. 61st Street to W. 62nd Street.

On motion of Alderman Barnett 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

**Approval Given to Various Business Area Improvements
for Reconstruction of Sidewalks, Financed Through
Federal Community Block Grant Funds.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, September 10, 1981.

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 August 12, 1981) the City of Chicago-Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds:

Section 1. That the sidewalks on West 26th Street from South Ridgeway Avenue to South Karlov Avenue, be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, textured sidewalk, Benches and Trees with protective grates which will be installed at various locations.

Section 2. The Exposed Aggregate Sidewalk, Textured Sidewalk, benches, and protective grates will be the responsibility of the Department of Public Works (22nd Ward).

This recommendation was concurred in by 9 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago--Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds and,

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on West 26th Street from South Ridgeway Avenue to South Karlov Avenue, be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk, Textured Sidewalk, Benches and Trees with protective grates which will be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk, benches and protective grates will be the responsibility of the Department of Public Works.

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

Ordinances Passed for Streets and Alley Improvements by Special Assessments.

The Committee on Local Industries, Streets and Alleys, to which had been referred (July 20, 1981) eleven 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 proposed ordinances was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following are descriptive summaries of the said eleven improvement ordinances as passed:

*Alleys between S. Archer Av., W. 53rd 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 S. Archer Avenue, W. 53rd Street, S. Knox Avenue and S. Kilpatrick Avenue.

*Alley between W. 85th St., W. 85th Pl., S. Lawndale Av. and S. Hamlin 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 roadway of the alley between W. 85th Street, W. 85th Place, S. Lawndale Avenue and S. Hamlin Avenue.

*Alley between E. 101st St., E. 102nd St., S. Vernon Av. and
S. Dr. Martin Luther King Jr. Dr., 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 E. 101st Street, E. 102nd Street, S. Vernon Avenue and S. Dr. Martin Luther King Jr. Drive; also that part of the roadway from a line parallel with and eighteen feet north of the south line of E. 101st Street to the south line of E. 101st Street; also that part of the roadway from a line parallel with and eighteen feet south of the north line of E. 102nd Street to the north line of E. 102nd Street.

*Alley between W. 56th St., W. 57th St., S. Sayre Av. and S. Nordica 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. 56th Street, W. 57th Street, S. Sayre Avenue and S. Nordica Avenue; also that part of the alley from a line parallel with and seventeen feet north of the south line of W. 56th Street to the south line of W. 56th Street; also that part of the alley from a line parallel with and eighteen feet south of the north line of W. 57th Street to the north line of W. 57th Street.

*Alleys between W. 106th St., W. 107th St., S. Emerald Av. and
S. Halsted St., 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. 106th Street, W. 107th Street, S. Emerald Avenue and S. Halsted Street; also that part of the north and south roadway from a line parallel with and eighteen feet north of the south line of W. 106th Street to the south line of W. 106th Street; also that part of the north and south roadway from a line parallel with and eighteen feet south of the north line of W. 107th Street to the north line of W. 107th Street.

*Alleys between E. 120th Pl., Illinois Central RR. and S. Indiana 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 E. 120th Place, Illinois Central Railroad and S. Indiana Avenue.

*Alleys between W. Talcott, W. Ardmore, N. Odell and N. Oketo 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 roadways of the alleys between W. Talcott, W. Ardmore, N. Odell and N. Oketo Avenues.

*Alleys between W. Huntington St., N. Elston Av., N. Melvina Av. and
N. Milwaukee Av., Etc. -- Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Huntington Street, N. Elston Avenue, N. Melvina Avenue and N. Milwaukee Avenue; also that part of the north and south alley from a line parallel with and twenty feet north of the south line of W. Huntington Street to the south line of W. Huntington Street; also that part of the northwesterly - southeasterly alley from a line parallel with and twenty feet northwesterly of the southeasterly line of W. Huntington Street to the southeasterly line of W. Huntington Street.

*Alley between W. 110th St., W. 110th Pl., S. Morgan St. and
S. Beverly Av., Etc. -- Grading, Paving, and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 110th Street, W. 110th Place, S. Morgan Street and S. Beverly Avenue; also that part of the alley from a line parallel with and fourteen feet east of the west line of S. Morgan Street to the east line of S. Morgan Street; also that part of the alley from a line parallel with four feet westerly of the easterly line of S. Beverly Avenue to the easterly line of S. Beverly Avenue.

*Alley between W. 122nd St., W. 123rd St., S. Yale Av. and
S. Princeton Av., Etc. -- Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 122nd Street, W. 123rd Street, S. Yale Avenue and S. Princeton Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of W. 122nd Street to the south line of W. 122nd Street; also that part of the alley from a line parallel with and eighteen feet south of the north line of W. 123rd Street to the north line of W. 123rd Street.

*Alley between W. School St., W. Belmont Av., N. Oleander Av. and
N. Oriole Av. -- Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. School Street, W. Belmont Avenue, N. Oleander Avenue and N. Oriole Avenue.

M A T T E R S P R E S E N T E D B Y T H E A L D E R M E N .

(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 alderman named below presented two proposed ordinances to establish loading zones 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</i>
Natarus (42nd Ward)	E. Cedar Street, at No. 30--at all times; N. Dearborn Parkway, at No. 1550--at all times.

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>
Sheahan (19th Ward)	S. Artesian Avenue, between W. 104th and W. 103rd Streets--northerly;
Marcin (35th Ward)	N. Lowell Avenue, between W. George Street and W. Barry Avenue--northerly;
	W. Roscoe Street, between N. Central and N. Cicero Avenues--easterly;
Farina (36th Ward)	N. Nora Avenue, between W. Belmont and W. Diversey Avenues--southerly;
Cullerton (38th Ward)	First east-west alley south of W. Irving Park Road between N. Pacific and N. Page Avenues--westerly.

Referred--PROPOSED ORDINANCE TO AMEND DIRECTION ON RESTRICTION OF
MOVEMENT OF VEHICULAR TRAFFIC ON PORTION OF N. KOSTNER AV.

Alderman Carothers (28th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on N. Kostner Avenue between W. Madison and W. Lake Streets (instead of a northerly direction); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER TO EXTEND PARKING METER HOURS ON
PORTION OF W. TAYLOR ST.

Alderman Marzullo (25th Ward) presented a proposed order to extend parking meter hours from 2 to 10 hours in front of No. 1850 W. Taylor Street, for the benefit of Illinois Research Hospital; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDER FOR REMOVAL OF PARKING
METERS ON PORTION OF S. HALSTED ST.

Alderman Huels (11th Ward) presented a proposed order for the removal of six parking meters on the west side of S. Halsted Street, south of W. 33rd Street; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO LIMIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The alderman named below presented two proposed ordinances to limit the parking of vehicles to one hour periods during times designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Clewis (for Pucinski 41st Ward)	N. Northwest Highway (east side) in the 5800 block-- -8:00 A.M. to 4:00 P.M.--Monday through Friday;
	N. Northwest Highway (both sides) in the 6000 block-- -8:00 A.M. to 4:00 P.M.--Monday through Friday.

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 (both sides) from W. Van Buren Street to a point 140 feet south thereof;
Burke (14th Ward)	S. May Street, at No. 5431 (except for handicapped);
Brady (15th Ward)	W. 75th Street (both sides) between S. Western and S. Oakley Avenues;

Sheahan (19th Ward)	W. 119th Street (north side) between N. Campbell and N. Oakley Avenues;
	W. 106th Place, at No. 2614 (except for handicapped);
Lipinski (23rd Ward)	S. Massasoit Avenue, at No. 6130 (except for handicapped);
	S. McVicker Avenue, at No. 5356 (except for handicapped);
	S. Nottingham Avenue (west side) between W. 63rd Street and the first alley south thereof;
	W. 60th Street (north side) between S. Cicero and S. Keating Avenues;
Marcin (35th Ward)	N. Avers Avenue (east side) between W. Diversey Avenue and the first alley north thereof;
	N. Springfield Avenue, at No. 2842 (except for handicapped);
Cullerton (38th Ward)	W. Roscoe Street at No. 5517 (except for handicapped);
	W. Warwick Avenue, at No. 6326 (except for handicapped);
Laurino (39th Ward)	N. Karlov Avenue, at No. 4707 (except for handicapped);
Axelrod (46th Ward)	N. Lake Shore Drive local (west side) from a point 120 feet south of W. Brompton Avenue to a point 40 feet south thereof;
Stone (50th Ward)	W. Chase Avenue, at No. 2719 (except for handicapped);
	W. Sherman Avenue, at No. 2944 (except for handicapped).

*Referred--*PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles, during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance, and Time</i>
Lipinski (23rd Ward)	S. Lamon Avenue (both sides) between W. Archer Avenue and the first alley north thereof--8:00 A.M. to 9:00 P.M.--Monday through Saturday;
	S. Meade Avenue (both sides) between W. 55th Street and the first alley south thereof--8:00 A.M. to 5:00 P.M.--Monday through Friday;
Gabinski (32nd Ward)	W. Wellington Avenue (south side) from a point 140 feet east of N. Oakley Avenue to a point 32 feet east thereof--8:00 A.M. to 6:00 P.M.--Monday through Friday;

Cullerton (38th Ward)

N. Harlem Avenue (both sides) from a point 200 feet south of W. Addison Street to a point 200 feet north thereof--7:00 A.M. to 9:00 A.M. and also 4:00 P.M. to 6:00 P.M.--Monday through Friday;

Clewis (for Pucinski, 41st Ward)

N. Newark Avenue (west side) between N. Northwest Highway and W. Raven Street--8:00 A.M. to 10:00 A.M.

Referred--PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION AGAINST
PARKING OF VEHICLES DURING SPECIFIED HOURS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles during specified hours, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Farina (36th Ward)	W. Wolfram Street (both sides) from the first alley west of N. Cicero Avenue to N. Lamon Avenue;
Clewis (for Pucinski, 41st Ward)	N. Olmstead Avenue (east side) between N. Oliphant and N. Olympia Avenues.

Referred--PROPOSED ORDERS FOR SURVEYS TO DESIGNATE
"RESIDENTIAL PARKING ZONE AREAS."

Alderman Cullerton (38th Ward) presented six proposed orders to designate "Residential Parking Only" areas on the public ways, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Public Way</i>	<i>Location and Distance</i>
W. Cornelia Avenue	In the 5500 through 5700 blocks;
W. Eddy Street	In the 5500 block;
W. Eddy Street	In the 5700 block;
N. Major Avenue	Between W. Newport and W. Patterson Avenues;
W. Newport Avenue	In the 5600 block;
W. Patterson Avenue	In the 5700 block.

Referred--PROPOSED ORDER TO DESIGNATE PORTION OF W. McLEAN AV.
AS SERVICE DRIVE.

Alderman Gabinski (32nd Ward) presented a proposed order to designate W. McLean Avenue between N. Southport Avenue and N. Dominick Street as a service drive; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDER FOR INSTALLATION OF TRAFFIC
CONTROL SIGNALS.

Alderman Laurino (39th Ward) presented a proposed order for the installation of automatic traffic control signals in front of No. 5801 N. Pulaski Road; 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. 72nd Street and S. Kimbark Avenue--"4 Way Stop";
Shaw (9th Ward)	E. 122nd Street and S. Yale Avenue--"Stop";
Huels (11th Ward)	S. Aberdeen Street and W. 32nd Place--"Stop";
	W. 31st Street and S. Lock Street--"2-Way Stop";
	W. 32nd Street and S. May Street--"Stop";
	W. 33rd Street and S. Morgan Street--"Stop";
	W. 38th Street and S. Parnell Avenue--"4 Way Stop";
Majerczyk (12th Ward)	W. 44th Street and S. Troy Avenue--"Stop";
	W. 45th Street and S. Richmond Avenue--"Stop";
Kellam (18th Ward)	S. California and W. 82nd Street--"4-Way Stop";
Sheahan (19th Ward)	W. Edmaire Street and S. Longwood Drive--"2-Way Stop";
	W. Lothair Avenue and S. Longwood Drive--"2-Way Stop";
Kelley (20th Ward)	North-south alley bounded by S. King Drive, E. 62nd Street, S. Calumet Avenue and E. 63rd Street--"Slow Children Playing";
Stemberk (22nd Ward)	W. 28th Street and S. Trumbull Avenue--"3-Way Stop";
Nardulli (26th Ward)	W. Erie Street and N. Bishop Street--"Stop";
	W. Erie Street and N. Leavitt Street--"Stop";
Hagopian (30th Ward)	N. Kilpatrick Avenue and W. McLean Avenue--"One Way-Do Not Enter";
	N. Springfield Avenue and W. Fullerton Avenue--"Stop";
Marcin (35th Ward)	W. Byron Street and N. Spaulding Avenue "2-Way Stop";
	N. Central Park Avenue and W. School Street--"Stop";
	W. School Street and N. Kilpatrick Avenue--"4-Way Stop";

Farina (36th Ward)	W. George Street and N. LeClaire Avenue--"Stop";
Casey (37th Ward)	W. Fulton Street and N. Lorel Avenue--"Stop";
	W. Huron Street and N. Leamington Avenue--"Stop";
Cullerton (38th Ward)	W. Patterson and N. Major Avenues--"Stop";
	W. Roscoe Street and N. Odell Avenue--"Stop";
	W. Waveland and N. Pioneer Avenues--"Stop";
Clewis (for Pucinski, 41st Ward)	N. Odell and W. North Shore Avenues--"4-Way Stop";
Stone (50th Ward)	W. Morse and N. Francisco Avenues--"2-Way Stop."

Referred--PROPOSED ORDER FOR SURVEY FOR INSTALLATION OF
APPROPRIATE SIGNS AT SPECIFIED INTERSECTION.

Alderman Lipinski (23rd Ward) presented a proposed order for a survey for the installation of appropriate traffic signs at the intersection of W. 57th Street and S. Mobile Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

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>
Sawyer (6th Ward)	E. 83rd Street between S. State Street and S. Stony Island Avenue;
Marcin (35th Ward)	N. Avondale Avenue from W. Eddy Street and entrance ramp of Kennedy Expressway southbound to N. Central Park Avenue;
	N. Central Park Avenue between N. Avondale and W. Belmont Avenues.

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:

Alderman Claimant

Roti (1st Ward)	M. Arrigo, June Sylvia McFarland
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Sawyer (6th Ward)	David Dunlap
Sheahan (19th Ward)	Dave Janiszewski
Lipinski (23rd Ward)	Bonk's Arco Edward Kus
Ray (for Alderman Nardulli, 26th Ward)	Matthew Gryzlo, Gustave Ozag
Kuta (31st Ward)	Henry C. Becker
Gabinski (32nd Ward)	Angelina Wozniak

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 WAY.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Chicago Home for the Friendless, to maintain and use subsurface space (vaulted area) under and along the west sidewalk of S. Wabash Avenue, adjacent to its property at No. 234 S. Wabash Avenue;

Lake Shore National Bank, Trust No. 4361, to construct, maintain and use decorative archways of wrought iron, masonry cement and steel, spanning over Arcade Court, east of S. LaSalle Street, adjacent to grantee's property at No. 19 S. La Salle Street.

Referred--PROPOSED ORDINANCE TO RECONSTRUCT AND
IMPROVE SIDEWALKS ON S. BLUE ISLAND AV., ETC.

Also a proposed ordinance to reconstruct and improve sidewalks on the easterly side of S. Blue Island Avenue from W. Maxwell Street to S. Racine Avenue, and on the east side of S. Racine Avenue from S. Blue Island Avenue to W. 14th Place, and on the north side of W. 14th Place from S. Racine Avenue to approximately 1,283 feet east thereof.--*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 Jim Lee to maintain and use an existing canopy attached to the building or structure located at No. 50 E. Harrison Street.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

Also a proposed order to grant permission to Raul and Linda Lopez and El Milagro, Inc., for the conduct of a sidewalk sale in front of Nos. 1923-1929 S. Blue Island Avenue for the period of August 21-24, 1981.--*Referred to the Committee on Traffic Control and Safety*.

Presented by
ALDERMAN BARNETT (2nd Ward):

*Referred--*PROPOSED ORDER TO RELOCATE LIGHT POLE ON S. MICHIGAN AV.

A proposed order to relocate a "light pole" from in front of No. 3100 S. Michigan Avenue to a point approximately 5 feet north thereof.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN EVANS (4th Ward):

*Referred--*PROPOSED ORDER TO RELOCATE
ALLEY LIGHT POLE ON SPECIFIED ALLEY.

A proposed order to relocate an alley light pole in the east-west alley bounded by E. 41st Street, W. Bowen Avenue, S. St. Lawrence Avenue and S. Vincennes Avenue, from its present location to the intersection of the east-west and north-south alleys.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN EVANS (4th Ward) and OTHERS:

City Council Urged to Declare Support of "Solidarity Day" in
Washington, D.C. on September 19, 1981.

A proposed resolution, presented by Aldermen Evans, Bloom and Orr, reading as follows:

WHEREAS, The Reagan administration's policy of reducing monetary growth has resulted in cuts to vital social services, high interest rates, high unemployment rates and high inflation rates; and

WHEREAS, It is absolutely essential that there be a renewed dedication in our nation to certain areas of concern including, but not limited to, civil rights, education, energy, housing, jobs, justice, lower interest rates, adequate social security, voting rights and women's rights; and

WHEREAS, A coalition of organizations, spearheaded by the AFL-CIO, has issued a call for a return to these areas of concern and has organized a forum for our voices to be heard in the form of "Solidarity Day" on September 19, 1981, on the Mall in Washington, D.C.; and

WHEREAS, "Solidarity Day" is designed to demonstrate the wide spread opposition in our country to these cuts in our social programs and the Reagan administration's disastrous economic program as well as to promote jobs, justice and social progress; now, therefore,

Be It Resolved, That the Members of the City Council of the City Chicago in meeting assembled this 14th day of September, 1981, hereby declare their support of "Solidarity Day" in Washington, D.C. on September 19, 1981; and

Be It Further Resolved, That all citizens of good will dedicated to jobs, justice and social progress in our country be urged to participate in "Solidarity Day" to whatever extent possible and that they redouble their efforts in pursuit of these basic human rights.

Alderman Evans 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 Evans the foregoing proposed resolution was *Adopted*.

**Presented by
ALDERMAN SAWYER (6th Ward):**

*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION
OF S. CALUMET AV. FOR SCHOOL ACTIVITIES.

A proposed order to close to traffic S. Calumet Avenue from E. 71st to E. 72nd Streets on all school days from August 31, 1981 during specified hours in conjunction with school activities for St. Columbanus School.--*Referred to the Committee on Traffic Control and Safety.*

**Presented by
ALDERMAN SHAW (9th Ward):**

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to The Sherwin-Williams Company to maintain and use as now constructed a reinforced concrete tunnel under and across E. Kensington Avenue from a point on the north line of E. Kensington Avenue near S. Champlain Avenue to a point on the south line thereof.--*Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by
ALDERMAN VRDOLYAK (10th Ward):**

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF MUNICIPAL CODE
CONCERNING RESTAURANTS, DOCTORS OFFICES, ETC.

A proposed ordinance to amend Chapter 194A of the Municipal Code of Chicago, Article 7.3-6 of the Chicago Zoning Ordinance, concerning restaurants (new paragraph 2), doctors offices, real estate brokerage office (new paragraph 3), and family homes (redesignated as paragraph 4).--*Referred to the Committee on Building and Zoning.*

**Presented by
ALDERMAN HUELS (11th Ward):**

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT FALL FESTIVAL.

A proposed order for issuance of the necessary permits to the Valentine Boys Club, No. 3400 S. Emerald Avenue, for the conduct of a Fall Festival on S. Emerald Avenue from W. 34th to W. 35th Streets and on W. 34th Street from S. Halsted Street to S. Union Avenue for the period September 24-28, 1981.--*Referred to the Committee on Traffic Control and Safety.*

**Presented by
ALDERMAN BURKE (14th Ward):**

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to First Federal Savings and Loan Association of Chicago to maintain and use an existing canopy attached to the building or structure located at No. 1751 W. 47th Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED RESOLUTION TO AMEND SECTIONS 12-12 AND 11-38
OF MUNICIPAL CODE CONCERNING LAMBERT TREE AND CARTER HARRISON MEDALS.

Also a proposed resolution to amend Sections 12-12 and 11-38 of the Municipal Code of the City of Chicago to provide for appropriate ribbon designation for Lambert Tree Medal and Carter Harrison Medal to police officer and firefighter recipients to be worn on their uniforms.--*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions.*

Presented by
ALDERMAN KELLAM (18th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION TO MEMORIALIZE THE CHICAGO BOARD OF EDUCATION
TO RECONSIDER NEW BOUNDARY CHANGES, ETC.

A proposed resolution, presented by Aldermen Kellam, Huels, Sheahan and Lipinski, to memorialize the Chicago Board of Education to reconsider its new boundary changes, to hold public hearings on such boundary decisions, etc.--*Referred to the Committee on Education.*

Presented by
ALDERMAN LIPINSKI (23rd Ward):

Congratulations Extended to Frank and Margaret.
Ferrara on Occasion of Their 50th
Anniversary.

A proposed resolution reading as follows:

WHEREAS, Frank and Margaret Ferrara are celebrating their 50th wedding anniversary on the 19th day of September, 1981; and

WHEREAS, The Ferraras are still actively employed and are conscientious citizens with two children, Christina and Dominic, and six grandchildren; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered here on the 14th day of September, 1981, do hereby congratulate Mr. and Mrs. Frank Ferrara 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. Frank Ferrara.

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 said proposed resolution was *Adopted*.

Congratulations Extended to Robert J. Foley on
Becoming Eagle Scout.

Also a proposed resolution reading as follows:

WHEREAS, Robert J. Foley, who resides in Chicago's great 23rd Ward, will be promoted to Eagle Scout, the highest achievement in scouting on May 17, 1981; and

WHEREAS, Robert J. Foley, a member of Boy Scouts of America Troop N. 697, typifies the excellent youth of our City with encompassing qualities of leadership in his community, his City and his Country; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of September, 1981, do hereby offer out heartiest congratulations to Robert J. Foley on his achieving the highest rank in scouting, Eagle Scout, and that we extend to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert J. Foley.

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 said proposed resolution was *Adopted*.

**Congratulations Extended to Tim Gerich on
Becoming Eagle Scout.**

Also a proposed resolution reading as follows:

WHEREAS, Tim Gerich, who resides in Chicago's great 23rd Ward, will be promoted to Eagle Scout, the highest achievement in scouting on May 17, 1981; and

WHEREAS, Tim Gerich, a member of Boy Scouts of America Troop No. 697, typifies the excellent youth of our City with encompassing qualities of leadership in his community, his City and his Country; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of September, 1981, do hereby offer our heartiest congratulations to Tim Gerich on his achieving the highest rank in scouting, Eagle Scout, and that we extend to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Tim Gerich.

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

On motion of Alderman Lipinski said proposed resolution was *Adopted*.

**Congratulations Extended to Patrick J. O'Flaherty
on Becoming Eagle Scout.**

Also a proposed resolution reading as follows:

WHEREAS, Patrick J. O'Flaherty, who resides in Chicago's great 23rd Ward, will be promoted to Eagle Scout, the highest achievement in scouting on May 17, 1981; and

WHEREAS, Patrick J. O'Flaherty, a member of Boy Scouts of American Troop No. 498, typifies the excellent youth of our City with encompassing qualities of leadership in his community, his City and his Country; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of September, 1981, do hereby offer our heartiest congratulations to Patrick J. O'Flaherty on his achieving the highest rank in scouting, Eagle Scout, and that we extend to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patrick J. O'Flaherty.

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*.

**Congratulations Extended to John Mitchell Ryan on
Becoming Eagle Scout.**

Also a proposed resolution reading as follows:

WHEREAS, John Mitchell Ryan, who resides in Chicago's great 23rd Ward, will be promoted to Eagle Scout, the highest achievement in scouting on May 17, 1981; and

WHEREAS, John Mitchell Ryan, a member of Boy Scouts of America Troop No. 1442 typifies the excellent youth of our City with encompassing qualities of leadership in his community, his City and his Country; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of September, 1981, do hereby offer out heartiest congratulations to John Mitchell Ryan on his achieving the highest rank in scouting, Eagle Scout, and that we extend to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That A suitable copy of this resolution be presented to John Mitchell Ryan.

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

On motion of Alderman Lipinski the foregoing proposed resolution was *Adopted*.

**Congratulations Extended to Michael Sirvinskas on
Becoming Eagle Scout.**

Also a proposed resolution reading as follows:

WHEREAS, Michael Sirvinskas, who resides in Chicago's great 23rd Ward, will be promoted to Eagle Scout, the highest achievement in scouting on May 17, 1981; and

WHEREAS, Michael Sirvinskas, a member of Boy Scouts of America Troop No. 1499, typifies the excellent youth of our City with encompassing qualities of leadership in his community, his City and his Country; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of September, 1981, do hereby offer out heartiest congratulations to Michael Sirvinskas on his achieving the highest rank in scouting, Eagle Scout, and that we extend to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Sirvinskas.

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*.

**Congratulations Extended to James T. Wappel on
Becoming Eagle Scout.**

Also a proposed resolution reading as follows:

WHEREAS, James T. Wappel, who resides in Chicago's great 23rd Ward, will be promoted to Eagle Scout, the highest achievement in scouting on May 17, 1981; and

WHEREAS, James T. Wappel, a member of Boy Scouts of America Troop No. 498, typifies the excellent youth of our City with encompassing qualities of leadership in his community, his City and his Country; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of September, 1981, do hereby offer out heartiest congratulations to James T. Wappel on his achieving the highest rank in scouting, Eagle Scout, and that we extend to this outstanding youth our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James T. Wappel.

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 MARZULLO (25th Ward):

*Referred--*PROPOSED ORDER TO MEMORIALIZE THE C. T. A. TO
REMOVE SPECIFIED "BUS STOP" SIGN.

A proposed order to memorialize the Chicago Transit Authority to remove a "Bus Stop" sign in front of No. 2600 W. Roosevelt Road.--*Referred to the Committee on Local Transportation*.

Presented by
ALDERMAN RAY (27th Ward):

*Referred--*PROPOSED ORDINANCE TO ESTABLISH BUS STAND ON
PORTION OF N. CLINTON ST.

A proposed ordinance for the establishment of a bus stand on N. Clinton Street (west curb) from a point 85 feet south of the south property line of W. Washington Street to a point 85 feet north of the north property line of W. Madison Street.--*Referred to the Committee on Local Transportation*.

Presented by
ALDERMAN DAVIS (29th Ward) and ALDERMAN STREETER (17th Ward):

Tribute to the Late Roy Wilkins.

A proposed resolution reading as follows:

WHEREAS, The Almighty in His Infinite Wisdom has seen fit to call the late Roy Wilkins to his eternal rest; and

WHEREAS, Roy Wilkins as Executive Director of the National Association for the Advancement of Colored People, helped to shape many of the greatest moments in the United States Civil Rights history; and

WHEREAS, Roy Wilkins guided the NAACP, the nation's largest oldest Civil Rights group, through its time of greatest growth and prestige; and

WHEREAS, Roy Wilkins and the NAACP were in the forefront of the drive for anti-lynching laws in the 1930's when lynching was a familiar occurrence in backward reaches of the South and Midwest; and

WHEREAS, Mr. Wilkins was the Administrator of the NAACP in 1954 when it won the historic Brown vs Board of Education decision in the United States Supreme Court; and

WHEREAS, This ruling overturned the court's 1896 decision in Plessy vs Ferguson which under its "separate but equal" doctrine, had provided the legal justification for racial segregation in the United States; and

WHEREAS, Mr. Wilkins was a key organizer and supporter of the March on Washington on August 28, 1963, a dynamic lobbying effort which brought nearly 250,000 people to the nation's capital; and

WHEREAS, Largely influenced by the March, the assassination of President John F. Kennedy and consultation with Mr. Wilkins throughout these events, President Lyndon B. Johnson pushed for and won approval of the landmark 1964 Civil Rights Act, which made support for voting rights, equal employment and equal access to public accommodations a matter of federal law; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago, in meeting on this 14th day of September, 1981, that we give expression to our City's sorrow at the loss of this great American, and extend our appreciation for his efforts to make freedom, equality and justice a reality for all people in this country.

Alderman Davis 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 Davis the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by
ALDERMAN KUTA (31st Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Chicago Title and Trust Co., U/T No. 61806, to maintain and use an existing canopy attached to the building or structure located at No. 3433 W. North Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN GABINSKI (32nd Ward):

Drafting of Ordinance Directed for Vacation of
Specified Public Alley.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley in the area bounded by W. Draper Street, W. Lill Avenue, N. Surrey Court, extended north, and N. Racine Avenue for Frank Giarrizzo and the Chicago Park District, (File No. 29-32-81-742); 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 Gabinski the foregoing proposed order was *Passed*.

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Sipi Metals Corporation to occupy a portion of the public way at W. Wabansia Avenue near N. Besley Court for a total area of approximately 1220 square feet of space to be used for the purpose of storage and/or unloading of box cars.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN MARCIN (35th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Rauland-Borg Corporation to maintain and use as now constructed a covered, enclosed loading dock, a steel canopy and a ramp in front of the premises at Nos. 3522-3560 W. Eddy Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT A
SIDEWALK SALE.

Also a proposed order for issuance of the necessary permits to Commercial Uniforms Company, No. 3318 N. Milwaukee Avenue, to conduct a sidewalk sale in front of No. 3318 N. Milwaukee Avenue on Saturday, September 19, 1981.--*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN CASEY (37th Ward):

Thaddeus S. and Frances J. Ziaja Congratulated on the
Occasion of Their Golden Wedding Anniversary.

A proposed resolution reading as follows:

WHEREAS, Thaddeus S. and Frances J. Ziaja, lifetime residents on the northwest side of Chicago, were married on the 14th of October, 1931, at St. John Cantius Church, Chicago, Illinois; and

WHEREAS, Mr. and Mrs. Thaddeus S. Ziaja, will celebrate their Golden Wedding Anniversary at a Mass of Thanksgiving on Saturday, October 3rd, 1981, at St. Stanislaus Bishop and Martyr Church, after which a reception will be held in their honor; and

WHEREAS, Thaddeus Ziaja, retired from the Illinois Bell Telephone Company after fifty years of service, and his wife, Frances, exemplify the goal to which most aspire, typifying the unity, the warmth, the respect, and the sense of mutual accomplishment that are key factors in an enviable fifty years of marriage; and

WHEREAS, Mr. and Mrs. Thaddeus S. Ziaja, parents of four daughters and grandparents of five, are true representatives of fine and devoted parents who encouraged their children to accept responsibility to live as respected members of their community; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council, gathered this 14th day of September, 1981, do hereby extend their most sincere congratulations and their best wishes for good health and happiness and God's blessing for many fruitful years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Thaddeus S. Ziaja.

Alderman Casey 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 Casey the foregoing proposed resolution was *Adopted*.

Presented by
ALDERMAN CULLERTON (38th Ward):

Rueben H. Lantz Honored on the Occasion of His 90th Birthday.

A proposed resolution reading as follows:

WHEREAS, Rueben H. Lantz, an outstanding and dedicated citizen of the City of Chicago, and particularly of the 30th Ward, celebrated his ninetieth birthday September 7, 1981; and

WHEREAS, Rueben H. Lantz was born and raised in Chicago's Pullman area; he met his wife, Louise and they married there and in 1914 moved to the Northwest Side of the great City of Chicago. They have lived at their present address for over 50 years; and

WHEREAS, Rueben H. Lantz and his wife, Louise, represent the ideal of family life of which our great City is so proud; they have two children, six grandchildren, and eleven great-grandchildren; and

WHEREAS, Rueben H. Lantz has always been an active participant in City life since first being employed in a hardware store at the age of 14 years. He was a hoisting engineer during the construction of the Wilson Avenue Tunnel and was with the Chicago Board of Education as an engineer at Taft High School, from which he retired in 1959; and

WHEREAS, Still highly active in his grateful community, Rueben H. Lantz has earned recognition for his outstanding commitment to solid family and community life; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 14th day of September, 1981, do hereby offer our congratulations to Rueben H. Lantz on the occasion of his 90th Birthday, and that we extend to him and his fine family our very best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rueben H. Lantz.

Alderman Cullerton 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 Cullerton the foregoing proposed resolution was *Adopted*.

*Residents of Schorsch Village Congratulated on the Occasion
of Their Golden Anniversary.*

Also a proposed resolution reading as follows:

WHEREAS, Schorsch Village Improvement Association will celebrate its Golden Anniversary on October 3, 1981 at Schorsch Village; and

WHEREAS, The Schorsch Village Improvement Association on July 13, 1931, held the first meeting of an association of neighbors of seventy home owners, primarily of German and Scandinavian descent, for the purpose of organizing an improvement and social group for the mutual benefit of their neighborhood, including holiday celebrations, picnics, dances, enforcement of the local laws and protecting themselves with strict enforcement of building and fire ordinances utilizing the help and assistance of Alderman Cullerton's office, always looking for new ways to beautify and improve their village; and

WHEREAS, Schorsch Village received a Chapter of Incorporation on May 29, 1939 to incorporate the above purposes for residences of outstanding architectural design, grammar schools and high schools in their district for their children and churches for their parishioners, and the publishing of a newspaper called, "The Schorsch Village Informer"; now, therefore,

Be it Resolved, that the Mayor and the Members of the City Council, gathered here on this 14th day of September, 1981, do hereby congratulate the residents of Schorsch Village on their Golden Anniversary and do hereby convey to them their appreciation for fifty years of service to our City and their expression of the Chicago "I Will" spirit in the maintenance and preservation of their beautiful, exemplary and outstanding community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Schorsch Village Improvement Association.

Alderman Cullerton 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 Cullerton the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN LAURINO (39th Ward):

*Referred--*PROPOSED ORDERS TO MEMORIALIZE THE C.T.A. TO INSTALL BUS
PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

Two proposed orders for the installation of bus passenger shelters at specified locations, which were
Referred to the Committee on Local Transportation, as follows:

W. Peterson Avenue, in front of No. 3800;
N. Pulaski Road, in front of No. 5801.

Presented by

ALDERMAN NATARUS (42nd Ward):

Congratulations Extended to the Winner of the "1981 Travel/Holiday
Magazine Awards for Dining Distinction," Etc.

A proposed resolution reading as follows:

WHEREAS, 1981 marks the thirtieth anniversary of America's most distinguished and coveted restaurant
awards, The Travel/Holiday Magazine Awards for Dining Distinction; and

WHEREAS, The presentation of these awards will take place from September 13 thru September 16,
1981, and marks the reunion of nearly 250 restaurateurs from the United States, Canada and Mexico who
have won this coveted award; and

WHEREAS, This fine tradition of presenting awards has continued since 1952 through the efforts of
Sheldon Shane, publisher, and Robert Lawrence Balzer, food and wine editor of Travel/Holiday Magazine;
and

WHEREAS, The reunion of award winners began in 1963 through the efforts of Ella Brennan of New
Orleans, Louisiana, and has continued to this date to be an important forum for the exchange of ideas
and has developed a real sense of camaraderie among restaurateurs of fine distinction; and

WHEREAS, The 1981 Travel/Holiday Awards Reunion Host Committee consists of the following:

Reinhard Barthel, Chairman, Tower Garden Restaurant, Skokie;
Louis Szathmary, Co-Chairman, The Bakery Restaurant, Chicago;
Carolyn Buster, The Cottage, Calumet City;
Jerry Buster, The Cottage, Calumet City;
Nancy Goldberg, Maxim's de Paris, Chicago;
John Fleming, Cricket's Chicago;
Martin Hehman, Cape Cod Room, Chicago;
Arnold Morton, Morton's Chicago;
Richard Powell, Lawry's Prime Rib, Chicago;
Norman Rafelson, Truffles, Chicago;
Sada Szathmary, The Bakery Restaurant, Chicago;
Alan Tutzer, L'Escargot, Chicago;
Lucien Verge, L'Escargot, Chicago; and
Ex-officio: Edward Robert Brooks, "Gourmet on the Go"; and

WHEREAS, The following other Chicago area fine restaurants having won this coveted award:

Daro's Chicago;
House of Hunan, Chicago;
Jovan Restaurant, Chicago;
Nick's Fishmarket, Chicago;

Le Perroquet, Chicago;
Sayat Nova, Des Plaines;
Cafe Provencal, Evanston;
Alouette, Highwood;
Farmer's Daughter Restaurant, Orland Park;
Le Titi de Paris, Palatine;
Le Francais, Wheeling; and

WHEREAS, In 1981 Travel/Holiday Award Reunion Host Committee has chosen "Chicago, the Second City....second to none!" to be the theme for the Reunion making Chicago truly the dining capital of the world; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago in meeting assembled this 14th day of September, 1981, do hereby congratulate the winners of the coveted 1981 Travel/Holiday Magazine Award and their achievement of attaining dining with distinction; and further, extend to Sheldon Shane, publisher, and Robert Lawrence Balzer, food and wine editor of Travel/Holiday Magazine, the Brennans of New Orleans, and the 1981 Travel/Holiday Host Committee a heartfelt and sincere thank you for honoring the City of Chicago at its Annual Reunion of Restaurateurs.

Alderman Natarus 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 Natarus the foregoing proposed resolution was *Adopted*.

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:

Woman's Athletic Club of Chicago, an existing canopy at Nos. 116-122 E. Ontario Street;

Young Men's Christian Association of Metropolitan Chicago, an existing canopy at No. 30 W. Chicago Avenue.

Presented by
ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Russel Scimeca to maintain and use an existing canopy attached to the building or structure located at No. 2010 N. Sheffield Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by
ALDERMAN OBERMAN (43rd Ward) and OTHERS:

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK
SALE AND STREET FAIR.

A proposed order, presented by Aldermen Oberman and Merlo, to grant permission to Janina Schneider/Art Resource Studio, Nos. 2931-2933 N. Clark Street for the conduct of a sidewalk sale on both sides of N. Clark Street between W. Diversey Parkway and W. Wellington Avenue, and further to close to traffic W. Surf Street between N. Clark Street and the first alley east thereof for the conduct of a street fair on Saturday, September 26, 1981.--*Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED RESOLUTION CALLING FOR IMMEDIATE HEARINGS
ON THE KELLOGG MANSIONS.

Also a proposed resolution was presented by Aldermen Oberman, Stone, Bloom, Sawyer, Bertrand, Humes, Burke, Brady, Streeter, Sheahan, Stemberk, Lipinski, Davis, Hagopian, Kuta, Mell, Marcin, Farina, Laurino, Merlo,

Clewis, Axelrod, Volini and Orr, calling for immediate hearings to be commenced to determine the current status of the Kellogg Mansions and what steps can be undertaken to insure the preservation of these Kellogg Mansions.--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

Presented by
ALDERMAN MERLO (44th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Goldblatt Bros., Inc. to maintain and use an existing canopy attached to the building or structure located at Nos. 3145-3147 N. Lincoln Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN AXELROD (46th Ward):

Referred--Proposed Ordinance for Grant of Privilege in Public Way

A proposed ordinance to grant permission and authority to Red Top Parking, Inc. to occupy 3,358 square feet of space in the parkway on the northerly side of W. Waveland Avenue between N. Sheffield Avenue and the north-south public alley and the parkway on the easterly side of N. Sheffield Avenue, to be used for parking facilities.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN AXELROD (46th Ward) and Alderwoman Volini (48th Ward):

Tribute to the Late Samuel J. Graziano.

A proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to his eternal reward Samuel J. Graziano on August 11, 1981; and

WHEREAS, Samuel J. Graziano, quite appropriately, was graduated from DePaul University, majoring in law for community organizers and developers, and became President of Local 550 of the United Shoe Workers of America during his long and meritorious career as an employee of the Florsheim Shoe Company in Chicago; and

WHEREAS, Samuel J. Graziano, after retirement in 1971, became one of the most active advocates of Senior Citizen principles in the City of Chicago; and

WHEREAS, After Samuel J. Graziano's retirement, he had served without remuneration, on every board or commission tendered him as an advocate of Senior Citizens Rights, and he had the distinction of being appointed to City-wide councils by the last three Mayors; and

WHEREAS, Samuel J. Graziano found time to serve as a member of the Board of Directors and Chairman of the Senior Citizens Committee of the Italo American National Union with distinction; and

WHEREAS, This was a great sacrifice of time, effort and funds in behalf of his fellow Seniors after his retirement and in the light of poor health; now, therefore,

Be It Resolved, That we, the Honorable Mayor Jane M. Byrne, and the Members of the City Council of the City of Chicago, duly assembled this 14th day of September, A.D., 1981, do hereby express our deep sorrow and sense of loss at the passing of Samuel J. Graziano. We honor his memory, revere his legacy of superior achievements and extend to his lovely wife, his family and friends our most sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mrs. Samuel J. Graziano and family as a token of our appreciation for his contribution to the City of Chicago.

Alderman Axelrod 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 Axelrod the foregoing proposed resolution was *Adopted*, by a rising vote.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATIONS OF
WARRENTS 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:

Cancellation of Warrants for Collection:

BY ALDERMAN ROTI (1st WARD):

Spertus College of Judaica, No. 618 S. Michigan Avenue -- elevator inspection.

St. Peter Church, No. 110 W. Madison Street -- boiler/fuel burning equipment and unfired pressure vessel inspection.

BY ALDERMAN BLOOM (5th WARD):

Catholic Theological Union, No. 5401 S. Cornell Avenue -- building inspection.

Lutheran School of Theology various locations -- building inspections (4).

McCormick Theological Seminary, No. 5555 S. Woodlawn Avenue -- building and mechanical ventilation inspection.

University of Chicago, various locations -- boiler/fuel burning equipment (3), buildings (23), elevator and mechanical ventilation (66) inspections.

Vivekanda Vedanta Society, No. 5419 S. Hyde Park Boulevard -- building inspection.

Rodfei Zedek, No. 5200 S. Hyde Park Boulevard -- boilers (2) and mechanical ventilations (2) inspections.

BY ALDERMAN BERTRAND (7th WARD):

St. Philip Neri Church, No. 2132 E. 72nd Street -- boiler and fuel burning equipment inspection.

BY ALDERMAN SHAW (9th WARD):

Roseland Community Center (Chicago Youth Centers), No. 461 E. 111th Street -- boiler and fuel burning equipment inspection.

BY ALDERMAN HUELS (11th WARD):

St. David Church, No. 3210 S. Union Avenue -- boiler and fuel burning equipment inspections.

BY ALDERMAN SHEAHAN (19th WARD):

Morgan Park Presbyterian Church, No. 2017 W. 110th Place -- boiler and fuel burning equipment inspection.

Thirteenth Church of Christ, Scientist, No. 10317 S. Longwood Drive -- boiler and fuel burning equipment inspection.

BY ALDERMAN KELLEY (20th WARD):

Drexel Home, No. 6140 S. Drexel Avenue -- mechanical ventilation inspection.

Greater Sweet Hope Methodist Baptist Church, No. 6512 S. Cottage Grove Avenue -- boiler and fuel burning equipment inspection.

BY ALDERMAN RAY (FOR ALDERMAN NARDULLI, 26th WARD):

Saint Mary of Nazareth Hospital Center, No. 2233 W. Division Street -- boiler and fuel burning equipment inspection.

BY ALDERMAN RAY (27th WARD):

Marillac House, No. 2822 W. Jackson Boulevard -- building inspection.

BY ALDERMAN HAGOPIAN (30th WARD):

John G. Symons Y.M.C.A., No. 3600 W. Fullerton Avenue -- building inspection.

BY ALDERMAN MARCIN (35th WARD):

Irving Park Y.M.C.A., No. 4251 W. Irving Park Road -- driveway maintenance and inspection.

BY ALDERMAN FARINA (36th WARD):

Montclare Congregational Church, No. 6945 W. Medill Avenue -- boiler and fuel burning equipment inspection.

St. Ferdinand Church, No. 5900 W. Barry Avenue -- boiler and fuel burning equipment inspection.

BY ALDERMAN CASEY (37th WARD):

Austin Messiah Lutheran Church, No. 900 N. Waller Avenue -- boiler and fuel burning equipment inspection.

BY ALDERMAN CULLERTON (38th WARD):

St. Patrick High School, No. 5900 W. Belmont Avenue -- boiler and fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN CLEWIS (FOR ALDERMAN PUCINSKI, 41st WARD):

Resurrection High School, No. 7432 W. Talcott Avenue -- boiler inspections.

Resurrection Hospital, various locations -- boiler/fuel burning equipment (6), elevators (6) inspections.

Resurrection Retirement Center, No. 7264 W. Peterson Avenue -- building inspection.

Norwood Park Home, No. 6016 N. Nina Avenue -- elevator inspection.

BY ALDERMAN NATARUS (42nd WARD):

Northwestern Memorial Hospital, various locations -- elevator and mechanical ventilation inspections.

University of Chicago / Graduate School of Business, No. 190 E. Delaware Place -- building inspection.

BY ALDERMAN OBERMAN (43rd WARD):

Children's Memorial Hospital, various locations -- boiler/fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN CLEWIS (45th WARD):

Daughters of St. Mary, No. 4250 N. McVicker Avenue -- elevator inspection.

BY ALDERMAN AXELROD (46th WARD):

Japanese American Service Committee, No. 4427 N. Clark Street -- boiler and fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN SCHULTER (47th WARD):

Ravenswood Baptist Church, No. 4455 N. Seeley Avenue -- mechanical ventilation inspections.

BY ALDERWOMAN VOLINI (48th WARD):

Silberman Professional Building, No. 4646 N. Marine Drive -- boiler/fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN STONE (50th WARD):

Bernard Horwich Center, various locations -- mechanical ventilation and sign inspections.

*License Fee Exemptions for Homes, Hospitals,
Day Care Centers, Etc.:*

BY ALDERMAN BARNETT (2nd WARD):

Hyde Park Jewish Community Center-Michael Reese Medical Center Extension Program Preschool, No. 1100 E. Hyde Park Boulevard.

BY ALDERMAN SHAW (9th WARD):

Altgeld Gardens Golden Gate Day Care Center, No. 432 E. 134th Street.

BY ALDERMAN GABINSKI (32nd WARD):

Resurrection Day Nursery, No. 1849 N. Hermitage Avenue.

BY ALDERMAN NATARUS (42nd WARD):

Saint Chrysostom Day Care Center, No. 1424 N. Dearborn Parkway.

BY ALDERMAN SCHULTER (47th WARD):

Ravenswood Hospital and Medical Center, No. 4500 N. Winchester Avenue (2).

*Cancellation of Existing Water Rates and
for Exemption from Future Rates.*

BY ALDERMAN MARZULLO (25th WARD):

St. Anthony Hospital, No. 2875 W. 19th Street.

BY ALDERMAN HAGOPIAN (30th WARD):

John J. Symons Y.M.C.A., No. 3600 W. Fullerton Avenue.

BY ALDERMAN AXELROD (46th WARD):

Frank Cuneo Memorial Hospital (Columbus-Cuneo-Cabrini Medical Center), No. 750 W. Montrose Avenue.

Refund of Fees.

BY ALDERMAN BARNETT (2nd WARD):

Jewish Community Centers/Hyde Park Jewish Community Center-Michael Reese Medical Center Extension Program Preschool, No. 1100 E. Hyde Park Boulevard-day care license fee.

Waiver of Fees.

BY ALDERMAN NATARUS (42nd WARD):

Central Synagogue, No. 30 E. Cedar Street -- installation of loading signs.

Eleanor Club, No. 1550 N. Dearborn Parkway -- installation of loading zone signs.

Illinois Childrens Home and Aide Society, No. 1122 N. Dearborn Street -- installation of loading zone sign.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (July 30, 1981).

Alderman Burke moved to *Correct* the printed Official Journal of Proceedings of the regular meeting held on July 30, 1981 as follows:

Page 6755 -- right -- column -- by deleting the dollar amounts and language "\$[9,000] \$2,250, or until such tax col --" appearing in the eighteenth line from the bottom of the page and by inserting the dollar amounts and language "\$[10,000] \$2,500. If any such quarter" in lieu thereof.

The motion *Prevailed*.

Journal (August 19, 1981).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, August 19, 1981, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* the printed Official Journal as follows:

Page 6915 -- left -hand column -- by deleting the name "Virginia Anderson" appearing in the twenty-sixth line from the top of the page and by inserting the name "Louis Rosenthal" 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 (August 26, 1981).
(Special Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Wednesday, August 26, 1981, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS-----
Approval Given to Mayor's Reappointment of Mr. Anthony J.
Fornelli as Member and Vice-Chairman of Chicago
Plan Commission.

On motion of Alderman Vrdolyak, the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of August 19, 1981, page 6916, recommending that the City Council pass the proposed reappointment of Mr. Anthony J. Fornelli as a member and as vice-chairman of the Chicago Plan Commission.

Alderman Vrdolyak moved to *Approve* the said reappointment.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Approval Given to Mayor's Appointment of Mr. Erwin France
as Member of Chicago Plan Commission.**

On motion of Alderman Vrdolyak, the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of August 19, 1981, page 6916, recommending that the City Council pass the proposed appointment of Mr. Erwin France as a member of the Chicago Plan Commission.

Alderman Vrdolyak moved to *Approve* the said appointment.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Chapter 39 of Municipal Code Amended to Require the Posting
of Building Managers.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6638, recommending that the City Council pass a proposed ordinance to amend Chapter 39 of the Municipal Code of Chicago by adding Section 39-2.1 which requires the posting of building managers.

On motion of Alderman Vrdolyak, 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The owner, his agent for the purpose of managing, controlling or collecting rents and any other person managing or controlling a building may be held liable for violations of City zoning, building, electrical, and fire regulations; and

WHEREAS, Such violations can often be remedied when identified immediately upon occurring; and

WHEREAS, Such swift remedy of these violations may preserve the quality of a building and save the owner the cost, in time and funds, of responding to such violations through the City's lengthy code enforcement process; and

WHEREAS, Tenants of such building, as well as neighboring tenants and property owners, are often eager to contact the owner of a building with such violations, to alert the owner to these violations; and

WHEREAS, A fire or other emergency may necessitate swift notification to the owner of such building; now, therefore,

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

SECTION 1. That Chapter 39 of the Municipal Code of the City of Chicago be and is hereby amended by adding Section 39-2.1 in Italics below:

39-2.1. The owner of any building having residential units designed or used for two or more family units or designed or used for sleeping accommodations, other than family units, for more than ten persons shall post, or cause to be posted, in a prominent place in a common area of the building accessible from the public way, or affixed to the building so as to be visible from the public way, the name, address, and telephone number of the owner, his agent for the purpose of managing, controlling or collecting rents and any other person managing or controlling such building.

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

**Chapter 41 of Municipal Code Amended to Create a Public
Information Center in Dept. of Inspectional Services.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6638, recommending that the City Council pass a proposed ordinance to amend Chapter 41 of the Municipal Code of Chicago by adding Section 41-7.1 which creates a public information center in the Department of Inspectional Services.

On motion of Alderman Vrdolyak, 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 41 of the Municipal Code of the City of Chicago be and is hereby amended by adding Section 41-7.1 in Italics below:

41-7.1. The Department of Inspectional Services shall maintain a Public Information Center, to be open to the public during normal business hours, to provide public access to information pertaining to building code violations for all buildings whose owners have had the opportunity for a compliance board hearing.

Such information shall include, but not be limited to, notice of violation to building owner, building inspection reports, identity of all owners or beneficiaries of secret land trust for residential buildings having violations that have not been corrected within 180 days of notice of violation, and all inspection reports, notices of violation, and citations dated prior to the date of the most recent compliance board hearing.

Such information shall be indexed by owner, address, and inspection district, if any.

Any person requesting such information shall submit a request form stating the address of the building, the owner, if known, the inspection district, if known, and the name of the person or group seeking the information.

Such information shall be provided to the person or group seeking the information within five working days. A reasonable charge for the cost of reproduction of such information may be assessed.

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

**City Council Called Upon to Return Annual Inspections
on Buildings to Dept. of Inspectional Services.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6639, recommending that the City Council adopt a proposed resolution calling on the City Council to return annual inspections on buildings to the Department of Inspectional Services.

On motion of Alderman Vrdolyak, said proposed resolution was *Adopted*, by yeas and nays as follows:

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

Nays--None.

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

The following is said resolution as passed:

WHEREAS, The Fire Prevention Bureau of the Chicago Fire Department currently has the responsibility for conducting building inspections for all buildings four stories or more in height, buildings of three stories having one story of commercial use, and all lodging or rooming houses; and

WHEREAS, Approximately 20,000 buildings are inspected annually, generating 35-40,000 inspections; and

WHEREAS, The Fire Prevention Bureau has no budgeted positions for building inspectors; and

WHEREAS, Such inspections are conducted by fire fighters who are not trained to conduct building inspections; and

WHEREAS, The Fire Prevention Bureau has no budgeted positions for technical inspectors such as electrical, elevator, plumbing and iron inspectors; and

WHEREAS, When identifying building code violations of this technical nature, the Fire Prevention Bureau is to forward a request to the Department of Inspectional Services for a technical inspection; and

WHEREAS, The Fire Prevention Bureau, since receiving jurisdiction for these "annual" building inspections, has forwarded a minimal number of referrals to the Department of Inspectional Services; and

WHEREAS, The buildings that are required to have annual inspections tend to be those that present the greatest danger to the health and safety of tenants, and the general community; and

WHEREAS, Prior to 1980, the Department of Buildings conducted all "annual" buildings inspections; and

WHEREAS, Consolidation of building inspection services will provide a more efficient and effective system for building code enforcement; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that the 1982 Annual Appropriation Ordinance provide additional inspectors in the Department of Inspectional Services for the purpose of conducting these annual building inspections; and

Be It Further Resolved, That the Fire Prevention Bureau of the Chicago Fire Department, be relieved of the responsibility for conducting such annual inspections.

**Dept. of Law and Dept. of Inspectional Services Called Upon
to Index Code Violations and Prioritize Enforcement
Against Repeat Offenders.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6639, recommending that the City Council adopt a proposed resolution calling on the Department of Law and the Department of Inspectional Services to index code violations and prioritize enforcement against repeat offenders.

On motion of Alderman Vrdolyak, said proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said resolution as passed:

WHEREAS, Approximately 16,000 housing court cases are prosecuted annually by the City of Chicago; and

WHEREAS, Because of this heavy caseload, it is difficult for City prosecutors and inspectors to devote adequate attention to each case; and

WHEREAS, Code violations vary in seriousness from one building to another; and

WHEREAS, Some of the buildings having serious code violations are owned by persons who own, manage, control, or collect rents in many buildings having code violations; and

WHEREAS, Such repeat offenders constitute a threat to the health and safety of tenants, and to the general community; and

WHEREAS, City prosecutors and inspectors need to identify these repeat offenders, so as to prevent the spread of code violations; and

WHEREAS, Enforcement efforts against repeat offenders will improve the quality of housing in the City of Chicago; and

WHEREAS, The Department of Law can legally prioritize enforcement against repeat offenders as long as it can be shown that a rational basis for prioritizing cases is based on public safety and welfare concerns; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that the Department of Law and the Department of Inspectional Services index code violations by owner, address, and seriousness of violations; and

Be It Further Resolved, That the Department of Law and the Department of Inspectional Services prioritize code enforcement efforts against repeat offenders who own numerous buildings with serious code violations, and who have a history of owning, managing, controlling, or collecting rents from such buildings.

**Dept. of Law Called Upon to Consider Aggravating and Mitigating
Circumstances in Court Cases.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee

on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6639, recommending that the City Council adopt a proposed resolution calling on the Department of Law to consider aggravating and mitigating circumstances in court cases.

On motion of Alderman Vrdolyak, said proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said resolution as passed:

WHEREAS, Approximately 16,000 housing court cases are prosecuted annually by the City of Chicago; and

WHEREAS, Code violations vary in seriousness from one building to another; and

WHEREAS, Some buildings are owned by persons having a history of ownership of buildings with serious code violations; and

WHEREAS, Such building owners own, manage, control or collect rents in numerous buildings that have been cited by City inspectors for code violations, and that are in housing court for failure to correct code violations; and

WHEREAS, Such repeat offenders of the City building code constitute a threat to the health and safety of tenants, and to the general community; and

WHEREAS, Stronger enforcement tools need to be employed to force such repeat offenders to comply with the City building code; and

WHEREAS, Prosecution to enforce a municipal ordinance is considered quasi-criminal in nature; and

WHEREAS, Under equitable principals, factors such as public safety and past misconduct are admissible as evidence in court; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that the Department of Law index code violation complaints by owner, address, and seriousness of violations; and

Be It Further Resolved, That the Department of Law consider aggravating and mitigating circumstances, such as repeat offender status, when asking the court for orders, fines, and continuances.

Dept. of Law Called Upon to File Suits to Collect Fines
Levied in Housing Court.

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6640, recommending that the City Council adopt a proposed resolution calling of the Department of Law to file suits to collect fines levied in Housing Court.

On motion of Alderman Vrdolyak, said proposed resolution was *Adopt*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said resolution as passed:

WHEREAS, Approximately \$1.4 million was levied against building owners for last year failure to comply with the City building code; and

WHEREAS, Only \$27,000, less than two percent of those fines levied, were collected by the City; and

WHEREAS, Fines are issued when building code violations have gone uncorrected, and when court orders for compliance have not been complied with for long periods of time; and

WHEREAS, Such fines are used to force building owners to correct code violations and comply with court orders; and

WHEREAS, Such fines are routinely ignored by most building owners, rendering them ineffective as enforcement weapons; and

WHEREAS, The City of Chicago is losing over \$1 million of sorely needed revenue through the loss of these uncollected fines; and

WHEREAS, The City of Chicago has made no attempt to collect such fines; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that the Department of Law file suit against those persons who have not paid fines levied against them in Housing Court; and

Be It Further Resolved, That the City Comptroller issue a quarterly report, itemizing the amount of fines collected from violations of the City building code.

*State Legislature Memorialized to Strengthen the Criminal
Housing Management Statute.*

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6640, recommending that the City Council adopt a proposed resolution memorializing the State Legislature to strengthen the criminal housing management statute.

On motion of Alderman Vrdolyak, said proposed resolution was *Adopted*, by yeas and nays as follows:

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

Nays--None.

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

The following is said resolution as passed:

WHEREAS, Illinois law states that a person commits the offense of criminal housing management when "having personal management or control of residential real estate... he knowingly permits by his gross carelessness or neglect the physical condition or facilities of the residential real estate to become or remain so deteriorated that the health or safety of any inhabitant is endangered"; and

WHEREAS, This statute is difficult to employ against slumlords and other negligent property owners, because it cannot be proven that they had personal control or management, or knowingly permitted their property to deteriorate; and

WHEREAS, Slumlords and other negligent property owners often claim that building managers committed these acts, and failed to notify the building owners of deteriorating conditions; and

WHEREAS, Slumlords and other negligent property owners should not be able to escape criminal charges for deteriorating conditions which cause danger or even death, due to health or safety hazards; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that the Illinois General Assembly be memorialized to enact legislation to strengthen the criminal housing management statute so that it can more effectively

be used against slumlords and other negligent property owners who have caused their properties to deteriorate to the extent that the health and safety of any inhabitant is endangered; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Illinois General Assembly.

State Legislature Memorialized to Grant Legal Standing in
Housing Court to Tenants and Community Groups.

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning which was deferred and published in the Journal of the Proceedings of July 20, 1981, page 6640, recommending that the City Council adopt a proposed resolution memorializing the State Legislature to grant legal standing in housing court to tenants and community groups.

On motion of Alderman Vrdolyak, said proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said resolution as passed:

WHEREAS, Tenants and community groups are concerned about the quality of housing in their neighborhoods; and

WHEREAS, Tenants and community groups often testify in Housing Court, presenting evidence concerning building code violations; and

WHEREAS, City inspectors and corporation counsel often rely upon tenants and community groups to provide current accurate information that might otherwise not be available to the court, regarding building conditions, ownership information, and management status; and

WHEREAS, Tenants and community groups cannot presently testify in Housing Court unless questioned by defendant or plaintiff as a witness, or unless they file as intervenors in the case under provisions of Illinois law; and

WHEREAS, Such restriction fails to recognize the value of tenants and community groups in the code enforcement process, and the stake that they have in housing conservation efforts in their neighborhoods; now therefore,

Be It Resolved, By the City Council of the City of Chicago, That the Illinois General Assembly be memorialized to enact legislation granting legal standing in Housing Court to tenants and community groups; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Illinois General Assembly.

**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 August 19, 1981, pages 6816-6818, recommending that the City Council pass twelve 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 twelve proposed ordinances was *Passed* by yeas and nays as follows:

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

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-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 1-J in the area bounded by

the alley next north of and parallel to W. Franklin Street; a line 75 feet west of and parallel to N. Kedzie Avenue; W. Franklin Street; and N. Sawyer Avenue,

to those of a B4-3 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 1-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 1-K in the area bounded by

the alley next north of W. Washington Boulevard; a line 100 feet west of and parallel to N. Pulaski Road; a line 55 feet south of and parallel to the alley next north of W. Washington Boulevard; a line 75 feet west of and parallel to N. Pulaski Road; W. Washington Boulevard; and N. Karlov Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map 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 and B7-7 General Central Business District symbols and indications as shown on Map No. 2-F in the area bounded by

W. Madison Street; S. LaSalle Street; W. Arcade Place; and a line 140 feet west of S. LaSalle 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 7178 through 7183 of this Journal]

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

PLATES PAGES NO. 771 - 776

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-G in the area bounded by

W. Vernon Park Place; the east line of the alley next east of and parallel to S. Miller Street; the south line of the alley next north of and parallel to W. Polk Street; the west line of the alley next east of and parallel to S. Carpenter Street; a line 165.81 feet south of W. Vernon Park Place; and S. Carpenter Street,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 7184 through 7188 of this Journal]

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

PLATES NOS. 778 - 782

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 B1-2 Local Retail District symbols and indications as shown on Map No. 3-H in the area bounded by

W. LeMoyne Street; N. Leavitt Street; a line 25 feet south of W. LeMoyne Street; and the alley next west of N. Leavitt Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 5-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-3 Restricted Retail District symbols and indications as shown on Map No. 5-F in the area bounded by

BUSINESS PLANNED DEVELOPMENT
STATEMENTS

1. The areas delineated in this application as the proposed "Business Planned Development" are presently owned by the applicant, American National Bank and Trust Company of Chicago as Trustee under Trust Agreements dated July 16, 1963 and known as Trust Numbers 19181 and 19387 and consists of two (2) contiguous parcels of land described as follows:

PARCEL 1:

The east two-thirds of Lot 3 in that part of Lot 4 lying west of the west line of South LaSalle Street (except the south 9 feet of said premises taken for an alley) in Block 95 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

and

PARCEL 2:

The west one-third of Lot 3 (except the south 9 feet thereof taken and used for alley) in Block 95 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

2. Off-street parking spaces for the total site will not be provided or required.

Off-street loading shall be provided in compliance with this Plan of Development, computed in accordance with the B6-7 Restricted Central Business District Zoning classification of the Chicago Zoning Ordinance, subject to the review by the Department of Streets and Sanitation and approval by the Department of Development and Planning.

3. The applicant, American National Bank and Trust Company of Chicago as Trustee under Trust Numbers 19181 and 19387, and its successors, assigns or grantees, shall obtain all official reviews, approvals and permits.

4. Any dedication or vacation of streets or alleys, or any release of easements or any adjustments of rights-of-way shall 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. Use of the areas delineated as the proposed "Business Planned Development" will consist of business, office and other uses of the general character permitted in the B6-7 and B7-7 Restricted Central Business District classifications of the Chicago Zoning Ordinance. All improvements shall be unrestricted in respect to maximum gross floor areas, subject only to the aggregate maximum floor area ratio set forth in this Plan of Development. The maximum floor area ratio shall be 30.0.

7. Business and business identification signs shall be permitted of the general character permitted in the B6-7 and B7-7 Restricted Central Business District classifications of the Chicago Zoning Ordinance. Other business and business identification signs may be permitted, subject to review of and approval by the Department of Planning and the Department of Inspectional Services.

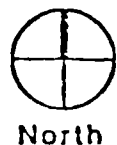
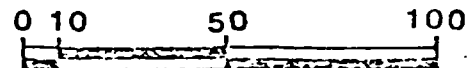
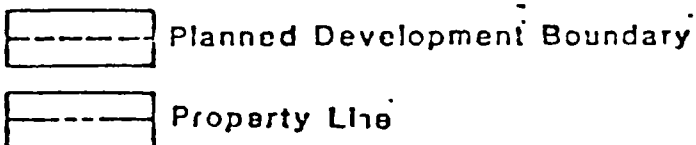
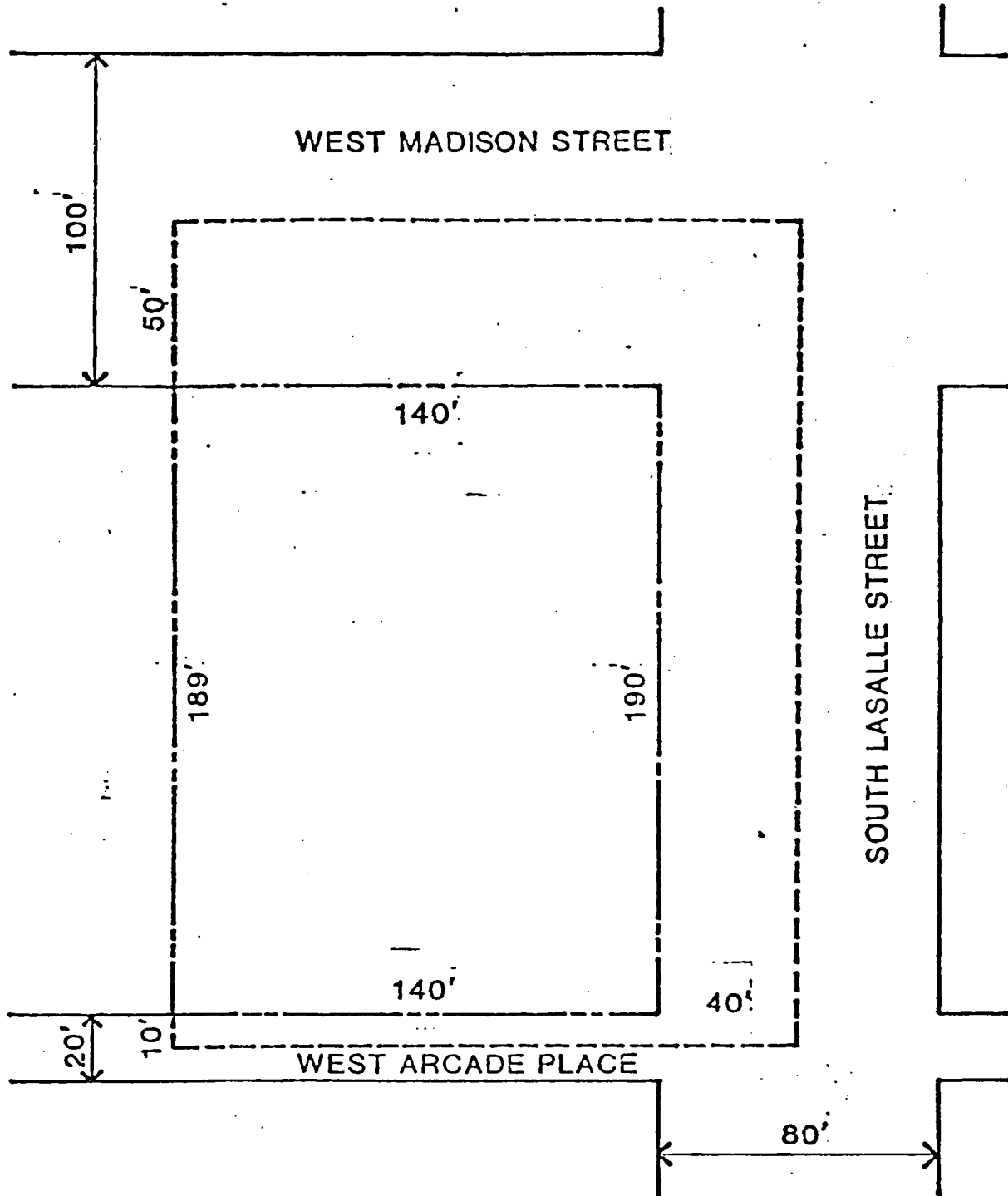
8. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Applicant: American National Bank and Trust Company
of Chicago as Trustee under Trust Numbers
19181 and 19387

Date: June 17, 1981

BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENTS MAP

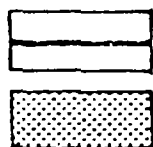
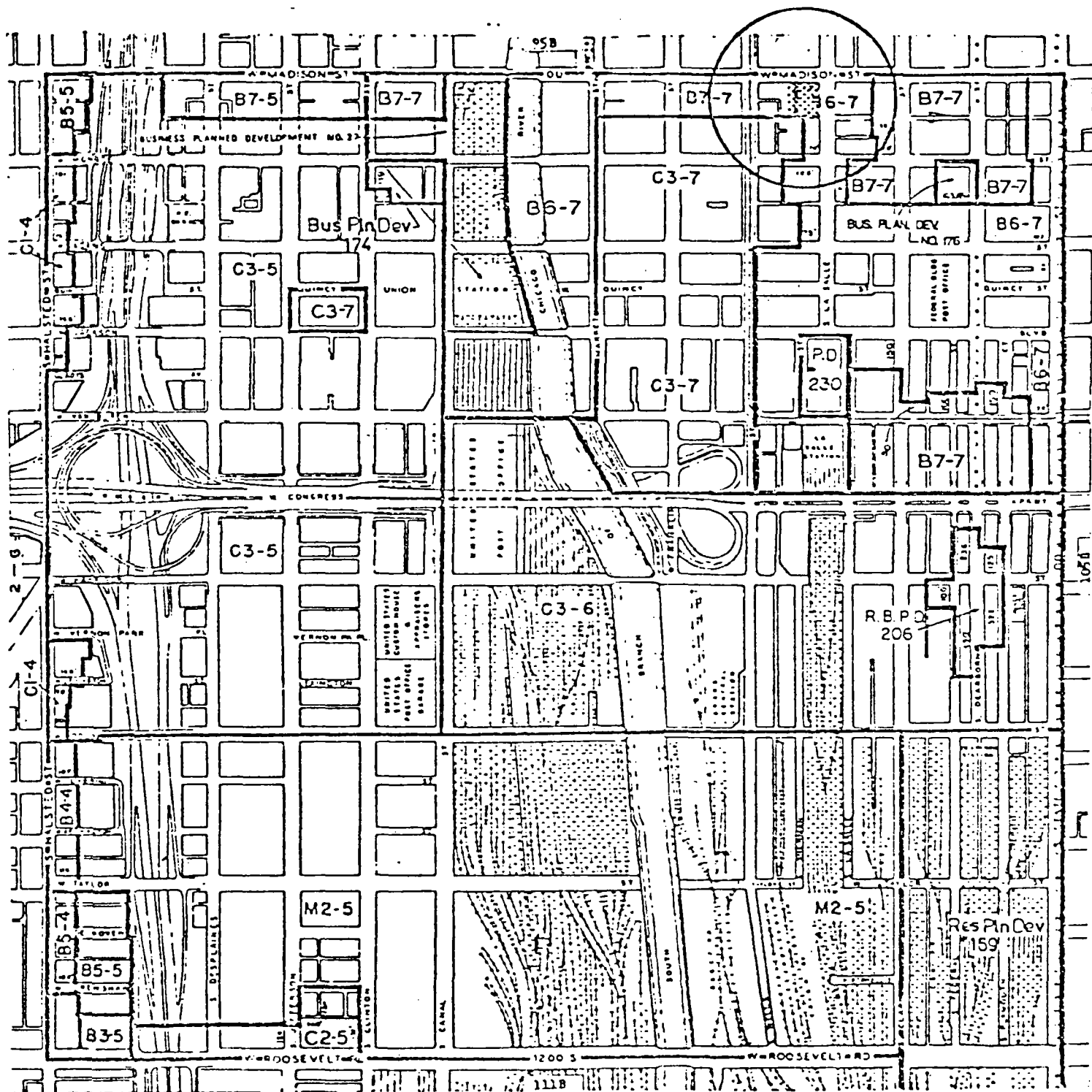


APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

TRUST NUMBERS 19181 and 19387

DATE: June 19, 1981

BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET MAP



Zoning Districts

Business Development

0 100 200 300 400 500 600 700 800 900 1000
SCALE IN FEET



North

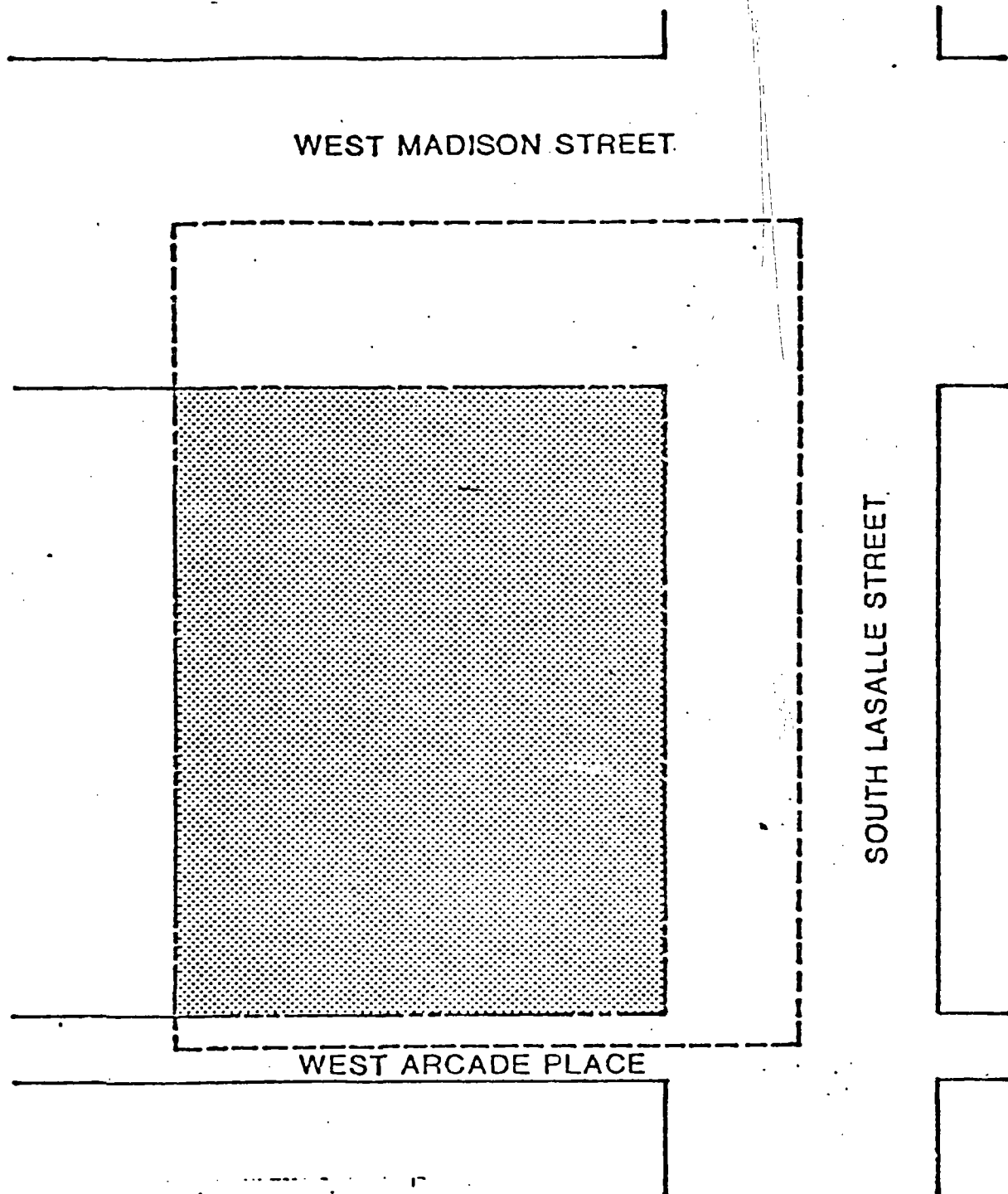
APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

TRUST NUMBERS 19181 and 19387

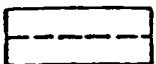
DATE:

JUNE 19, 1981

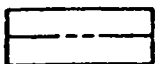
BUSINESS PLANNED DEVELOPMENT
GENERAL LAND USE MAP



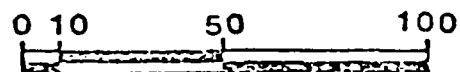
General Business Uses



Planned Development Boundary



Property Line



North

APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
TRUST NUMBERS 19181 and 19387

DATE: JUNE 19, 1981

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
26,460	0.607	Office, business and related uses, required off- street loading	30.0	91%

Gross Site Area equals Net Site Area, 26,460 sq. ft. +
Public Rights-of-way, 13,650 sq. ft. =
Gross Site Area, 40,410 sq. ft.

Off-street Loading: 5 loading berths

Ground Floor Setbacks: 4 ft. from Arcade Place

Maximum Permitted F.A.R. for total Net Site Area: 30.0 (permits
793,800 sq. ft.)

Maximum Percent of Land Coverage at Ground Level: 91%

Ground floor space will be devoted to restaurants and other service
uses appropriate to this location subject to the approval of the
Commissioner of the Department of Planning.

APPLICANT: American National Bank and Trust Company of Chicago
Trust Nos. 19181 and 19387
DATE: June 17, 1981

RESIDENTIAL PLANNED DEVELOPMENT

PLAN OF DEVELOPMENT

STATEMENTS

1. The area delineated herein as a Residential Planned Development is owned or controlled by the Applicant as holder of fee simple title or as contract purchaser of the subject property pursuant to a negotiated sale.
2. Off-street parking facilities will be provided in compliance with this Plan of Development.
3. Any dedication 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 and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
5. 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.
6. Use of land will consist of Residential Dwelling Units and off-street parking as authorized by this Plan of Development.
7. 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.
8. Identification signs may be permitted with the approval of the Commissioner of Planning.
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: UNIVERSITY PARK LIMITED PARTNERSHIP V

DATE: May 13, 1981

Carpenter Street

W. Vernon Park Place

Miller Street

Morgan Street

165.81'

102.77'

293.66'

396.22'

271.40'

5 10 20 50



"Residential Planned Development"
Property Line Map & R.O.W. Map

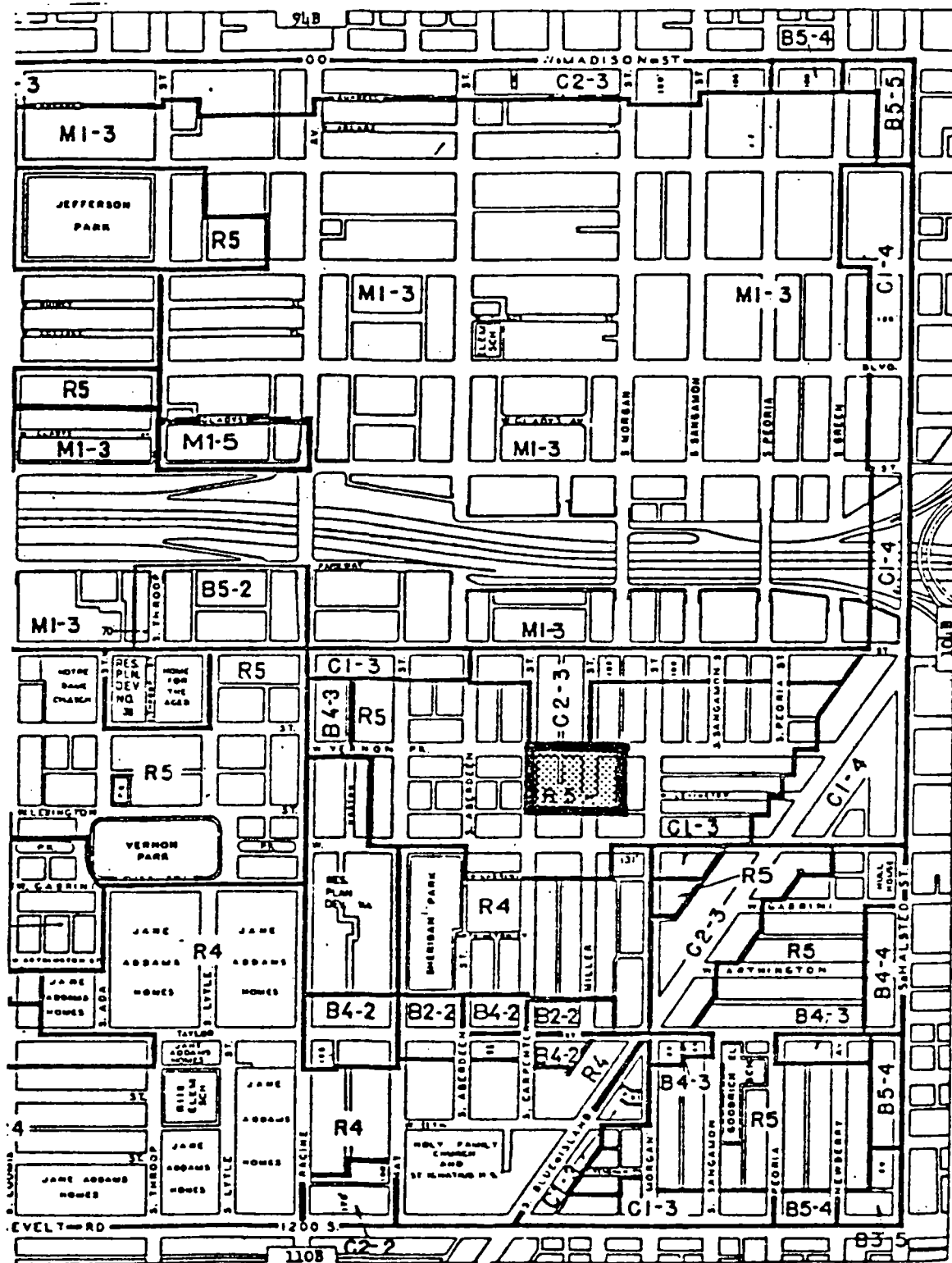
Legend: Vacated Alley

Vacated Street

Property Line

Dev. Boundary

Applicant: University Park
Limited Partnership V
Date: May 13, 1981

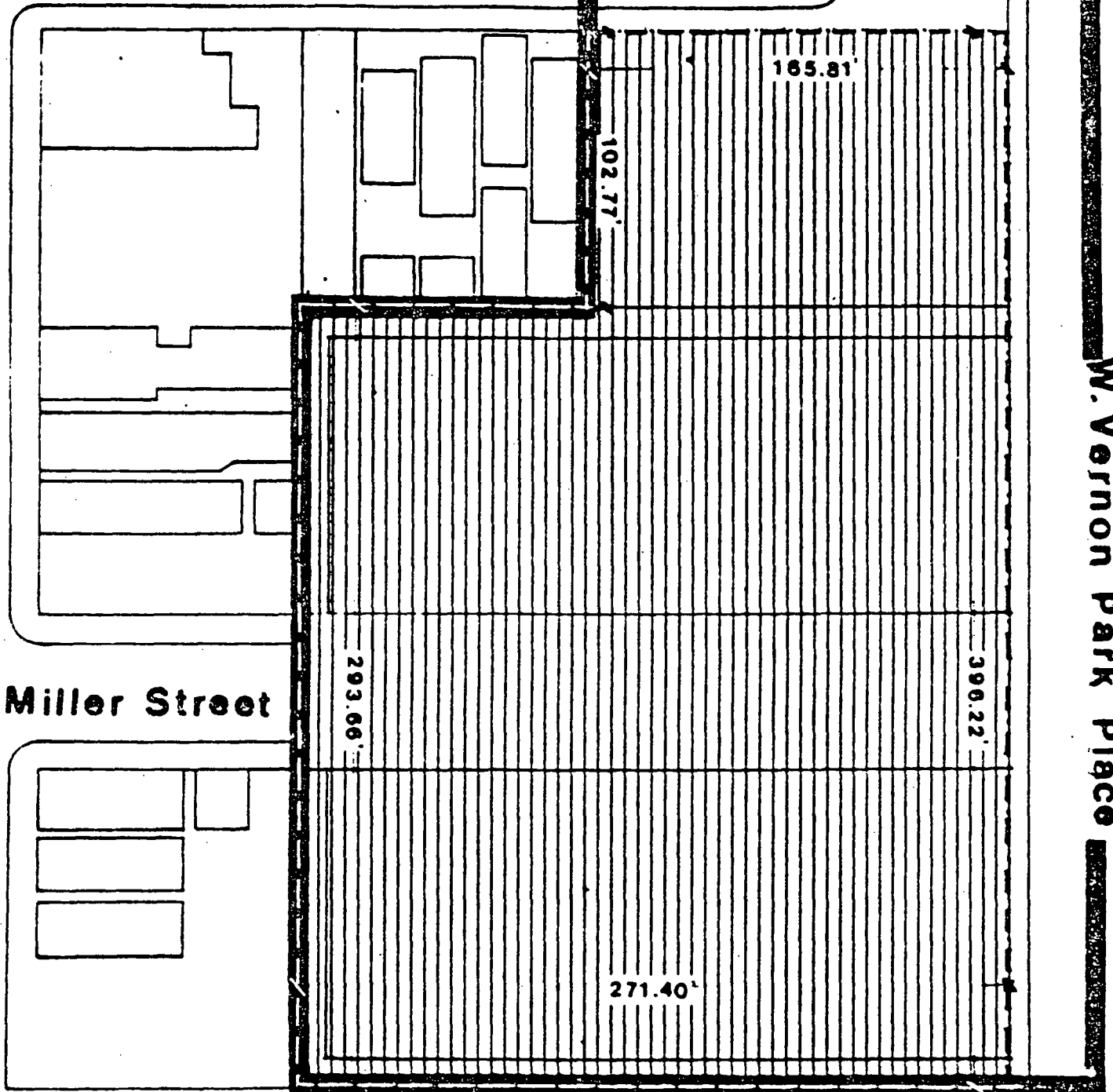


"Residential Planned Development"
 Zoning Map
 Applicant: University Park
 Limited Partnership V

Date: May 13, 1981

Carpenter Street

W. Vernon Park Place



Miller Street

Morgan Street

5 10 20 50



"Residential Planned Devel
Generalized Land Use Plan
Legend: Residential Use: ☐
Public Right of Way: ☐
Applicant: University Park
Limited Partnership V

Vernon Park Place

Date: May 13, 1981

Residential Planned Development

Planned Development Use & Bulk Regulations & Data

<u>Net Site Area</u>		<u>General Description</u>			
Sq. Ft.	Acres	Of Land Use	D.U.s	F.A.R.	% Of Land Coverage
96,740	2.22	Townhouses for families with enclosed private terrace and with 40 on-site parking spaces.	40	1.0	39%

Gross Site Area: Net site area & area of adjacent public streets.

96,740 (2.22 acres) plus 17,767 (.41 acres) = 114,507 (2.63 acres)

Maximum Number Of D.U.s: 40

Maximum Permitted F.A.R. For Total Net Site Area: 1.0

Minimum Number Of Off-Street Parking Spaces: 40 (or one for each D.U.)

Minimum Number Of Loading Berths: 0

Minimum Periphery Setbacks:

North:	15' - 0"
East:	7' - 0"
South:	20' - 0"
West:	0' - 0"

Maximum Percentage Of Land Covered: 39%

Applicant: University Park Limited Partnership V

Date: May 13, 1981

a line 615 feet south of and parallel to W. Armitage Avenue; N. Larrabee Street; a line 751 feet north of and parallel to W. Willow Street; and the alley next west of N. Larrabee 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. 7-G,
(Substitute Ordinance).*

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. 7-G in the area bounded by

W. Barry Avenue; N. Sheffield Avenue; a line 65 feet south of W. Barry Avenue; the C.T.A.; W. Nelson Street; N. Sheffield Avenue; a line 265.3 feet south of and parallel to W. Barry Street; and the alley west of and parallel to N. Sheffield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-L

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 and B4-2 Restricted Service District symbols and indications as shown on Map No. 7-L in area bounded by

the south line of W. Belmont Avenue on the north; a line 526.33 feet west of and parallel to the east line of N. LeClaire Avenue on the west; the north line of the east-west alley between W. Belmont Avenue and W. Fletcher Avenue on the south; and the west line of N. LeClaire Avenue on the east,

to those of a B3-1 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-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 C1-1 Restricted Commercial District symbols and indications as shown on Map No. 9-I in the avenue area bounded by

W. Melrose Street; the alley next northeasterly of and parallel to N. Elston; line 34.55 feet and perpendicular to the alley northeasterly of and parallel to N. Elston; a measure along the southwestern line of the alley northeasterly of and parallel to N. Elston; N. Elston,

to those of an M1-1 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. 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 12-K in area bounded by

S. Knox Avenue; W. 51st Street; the alley next east of and parallel to S. Knox Avenue; and the alley next north of and parallel to W. 51st 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. 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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 13-J in the area bounded by

a line 264.36 feet south of and parallel to Balmoral Avenue; Kedzie Avenue; a line 351.86 feet south of and parallel to Balmoral Avenue; and the alley next west and parallel to Kedzie Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 28-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 28-E in the area bounded by

E. 114th Street; the alley next east of and parallel to S. Michigan Avenue; a line 195 feet south of and parallel to E. 114th Street; and S. Michigan Avenue,

to those of a C1-3 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

*Failed to Pass--PROPOSED ORDINANCE TO AMEND CHAPTER 194A,
SECTION 8.4-2 OF MUNICIPAL CODE CONCERNING
SMALL DRY CLEANING OPERATIONS
(Adverse Committee Recommendations).*

On motion of Alderman Vrdolyak, the City Council took up for consideration the following report of the Committee on Buildings and Zoning deferred and published in the Journal of Proceedings of August 19, 1981, page 6918, which reads as follows:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration a proposed ordinance (referred November 14, 1980) to amend Chapter 194A of the Chicago Zoning Ordinance, by adding certain language to Section 8.4-2 (4) to Cite Small Dry Cleaning Operations as Special Use District, begs leave to recommend that Your Honorable Body *Do Not Pass* said proposed ordinance attached herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

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 recommendation?*" 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

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

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 194A, "The Chicago Zoning Ordinance," is hereby amended by adding certain language in *Italics*, to Section 8.4-2 (4):

8.4-2. Special Uses--B2-1 to B2-5 Restricted Retail Districts.

- (4) Launderettes, automatic, self-service only, employing not more than two persons in addition to one owner or manager, provided that laundry machines shall not exceed sixteen pounds capacity each *and that no more than two dry cleaning machines with a maximum capacity of twenty-five pounds each shall be in operation.*

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

*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 August 19, 1981, page 6918, 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 recommendation?' 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, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

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. 12-L

An ordinance to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District, the area bounded by

W. 47th Street; S. Laporte Avenue; the alley next south of and parallel to W. 47th Street; and S. Laverne Avenue (Map No. 12-L).

Reclassification of Area Shown on Map No. 20-D.

An ordinance to classify as an R4 General Residential District instead of a M1 2 Restricted Manufacturing District, the area bounded by

a line 144 feet, 2 inches north of and parallel to E. 87th Street; the west line of the right of way of the I.C. Railroad; E. 87th Street; and S. Ingleside Avenue (Map No. 20-D).

MISCELLANEOUS BUSINESS.

Committee Discharged--On Resolution Publicly Denouncing the Intent of the South African Springboks Rugby Football Team to Play in Chicago.

Alderman Frost moved to *Suspend Rule 41* of the Council's Rules of Order for the purpose of Discharging the Committee on Finance from further consideration of a resolution referred to the Committee on August 12, 1981, concerning the intent of the South African Springbok Rugby Football Team to play in Chicago. The motion *Prevailed*.

Alderman Frost then moved to *Discharge the Committee on Finance* from further consideration of the said resolution. The motion *Prevailed*.

Alderman Frost next introduced the following substitute resolution on behalf of the Mayor:

WHEREAS, The American Rugby Football Union has invited the South African Springboks Rugby Team to tour the United States in September; and

WHEREAS, The Chicago Lions Rugby Football Club is assisting with this tour by hosting the South African team in a game to be held in Chicago at Soldiers Field on September 19, 1981; and

WHEREAS, South Africa has been banned from participation in the Olympic Games and other International sports competitions because of its apartheid policies; and

WHEREAS, The General Assembly of the United Nations has condemned South African racial policies since 1948, and the Security Council has also condemned these same policies since 1962. In 1970, the International Court of Justice at the Hague condemned South Africa's treatment of Black Africans in South West Africa; and

WHEREAS, South Africa has consistently violated the human rights of its citizens; Black, Indian and people of mixed parentage by the passage and brutal enforcement of the Group Areas Act and the Population Registration Act which allows the forceable removal, relocation and dispossession of the people from their homes and jobs; and

WHEREAS, The Pass Laws which established an internal passport system which restricts the free movement of the vast majority of Blacks, Indians and other South Africans and is inimicable to the precepts of a free society; and

WHEREAS, The South African Parliament disenfranchised vast numbers of its citizens by legislative acts in 1956 and 1959; and

WHEREAS, The Industrial Conciliation Act of 1956 and Native Labor Act of 1953 barred Black South Africans from being members of trade unions, prohibited strikes by Black South Africans and established wage policies for Black Africans; and

WHEREAS, The South African government's repressive policies have institutionalized enormous differentials in wages for similar work to the great detriment of a vast majority of its people as well as banning these same people from the major universities; and

WHEREAS, Apartheid South Africa's policies toward its citizens, Black, Indian and people of mixed parentage is the shame of this century, a humiliation to human civilization and a gross violation of internationally guaranteed human rights of the citizens of that country; and

WHEREAS, South Africa has consistently responded to peaceful demands for equal rights for all of its citizens with repressive laws such as the General Law Amendment Act of 1964, which allowed the executive to outlaw any organization, to ban any person from attending meetings or publishing statements and allowed for the house arrest of any person without trial; and

WHEREAS, The repressive policies of South Africa led to the Sharpville demonstration in 1960 during which hundreds of people were killed and wounded, the Soweto demonstration in 1976 which resulted in the killing of unarmed school children and led to the highly questionable death of civil right activist Steve Biko while in police custody; and

WHEREAS, South Africa systematically oppresses the Black and Indian population and persons of mixed parentage who constitute the majority of that country's population, as evidence by the denial of basic economic social and political rights. Thus 87% of the population have virtually no control over their lives, are subjected to degrading conditions of landlessness, lack of fundamental rights of free speech, assembly, educational opportunities, social services, decent jobs and most importantly the right to vote; and

WHEREAS, The intransigence of South Africa in refusing to conform to accepted and acceptable international codes of conduct has led to the imposition of varied embargoes and boycotts by and condemnation of the international community as a result of these inhumane policies; and

WHEREAS, The scheduled tour thus far has received negative international publicity and has provoked adverse criticism; and

WHEREAS, The City of New York has decided to prevent the apartheid sponsored team from using any City Facilities should the Springboks come to that City; and

WHEREAS, Here in Chicago, there exists, especially in the Black community strong opposition to the Springboks tour; and

WHEREAS, The City of Chicago does not believe in apartheid and condemns the racist policies of the South African government which allows Blacks to play Rugby, but denies them the right to vote; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, publicly denounce the intent of the South African Springboks Rugby Football Team to play in Chicago.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Brady, Barden, Streeter, Kellam, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Laurino, Natarus, Oberman, Merlo, Axelrod, Schulter, Volini, Orr--38.

Nays--None.

*Committee Discharged--On proposed Amendatory Ordinance Authorizing
the Issuance of Presidential Towers Housing
Revenue Bonds.*

Alderman Frost moved to *Suspend Rule 41* of the Council's Rules of the Order for the purpose of Discharging the Committee on Finance from the further consideration of an ordinance amending an ordinance passed on December 19, 1980, concerning the issuance of Presidential Towers Housing Revenue Bonds. The motion *Prevailed*.

Alderman Frost then moved to *Discharge the Committee on Finance* from further consideration of the said proposed ordinance. The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Brady, Barden, Streeter, Kellam, Stemberk, Shumpert, Marzullo, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone--35.

Nays--Aldermen Bloom, Lipinski, Oberman, Volini, Orr--5.

The following is said ordinance as passed:

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

SECTION 1. That the Ordinance authorizing the issuance of Presidential Towers Housing Revenue Bonds (F.H.A. Insured Mortgage) in an amount not to exceed \$170 million dollars, adopted December 19, 1980, and amended on June 10, 1981, is hereby further amended by deleting the date, "September 30, 1981," as it appears in line 11 of Section 3 of said Ordinance and the Council Journal of page 6279, and inserting the date, "March 15th, 1982" in lieu thereof.

SECTION 2. This ordinance shall be in full force and effect upon its adoption and approval.

*Committee Discharged--On Proposed Ordinance Closing to Vehicular Traffic
W. Thorndale Ave. between N. Sheridan Rd. and Lake Michigan.*

Alderman Barnett moved to *Suspend Rule 41* of the Council's Rules of Order for the purpose of Discharging the Committee on Local Industries, Streets and Alleys from the further consideration of an ordinance concerning the closing to vehicular traffic W. Thorndale Avenue between N. Sheridan Road and Lake Michigan. The motion *Prevailed*.

Alderman Barnett then moved to *Discharge the Committee on Local Industries, Streets and Alleys* from further consideration of the said proposed ordinance. The motion *Prevailed*.

Thereupon, on motion of Alderman Barnett the said proposed ordinance was *Referred to the Committee on Traffic Control and Safety*.

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 Monday, the fourteenth (14th) day of September, 1981, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the sixth (6th) day of October, 1981, at 10:00 A.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.

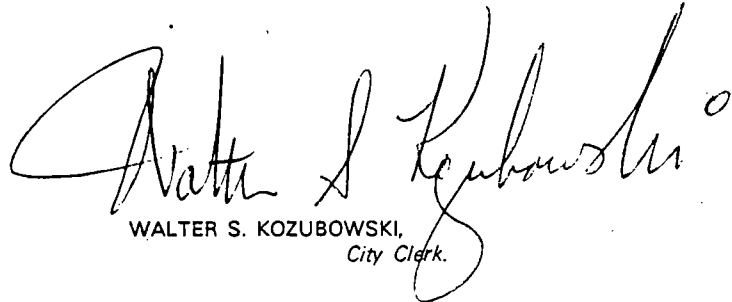
On motion of Alderman Frost said proposed ordinance was *Passed*, by yeas and nays as follows:

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

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Bertrand moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, October 6, 1981, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.