

COPY



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

Regular Meeting—Thursday, January 14, 1982

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent-- Aldermen Evans, Marzullo, Ray, Laurino.

Call to Order.

On Thursday, January 14, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46

Quorum present.

On motion of Aldermen Bertrand, Frost, Nardulli, and Casey, respectively, it was ordered noted in the Journal that Aldermen Ray and Evans were in the hospital and Aldermen Marzullo and Laurino were absent due to illness.

Invocation.

Reverend Elmer Fower, Third Baptist Church, opened the meeting with prayer.

Ray Zuniga, Ricardo Rivera, Hector Rivera, Michael Trevino and Valerie Trevino Recipients of City of Chicago Medals of Achievement.

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

WHEREAS, A notable example of caring involvement was provided January 4, 1982 by five teen-agers who fearlessly pursued the perpetrators of the unconscionable assault on two elderly sisters in their home at 5815 South Claremont Avenue; and

WHEREAS, Three of the teenagers, Ray Zuniga, 16, a student at St. Rita High School, Ricardo Rivera, 17, and Hector Rivera, 14, students at Hubbard High School, gave chase to two brutal intruders until Zuniga fell on ice and was injured; and

WHEREAS, The two other youths, Michael Trevino, 15, a student at Gage Park High School, and Valerie Trevino, 14, a student at Eberhart Grade School, rushed back to the scene of the crime to stay with the sisters until help arrived; and

WHEREAS, Victims of the attack, Margaret Bernak and her sister, Emma, were beaten and robbed by the home invaders, and are now recovering from their injuries with assurance of all authorities that they may safely return to their home; now, therefore,

Be It Resolved, By the Mayor and City Council of Chicago, assembled this 14th day of January, 1982, that the five young teenagers be commended for their exemplary efforts and that they each be presented with a citation by Mayor Jane M. Byrne.

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Raymond Zuniga, Ricardo Rivera, Hector Rivera, Michael Trevino, and Valerie Trevino.

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

On motion of Alderman Burke (seconded by Aldermen Brady, Rittenberg, Martinez and Mell) the foregoing proposed resolution was *Adopted*, unanimously.

Honorable Jane M. Byrne, Mayor, presented to each of the five teenagers, the City of Chicago Medal of Achievement, for their courageous efforts. The recipients were warmly applauded by all the Members of the City Council and assembled guests. Alderman Burke also congratulated the many police officers who were involved with the apprehension of the perpetrators of the assault.

**United States Congress Urged to Declare Dr. Martin Luther King, Jr.'s
Birthday, January 15, a National Holiday.**

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

WHEREAS, Dr. Martin Luther King, Jr. symbolized the courage, the sacrifice and the struggle of black Americans to obtain the rights and opportunities granted to them as citizens of the United States by the United States Constitution; and

WHEREAS, Dr. Martin Luther King, Jr.'s efforts on behalf of all United States citizens and the peoples of the world place him in the forefront of those who seek human justice and dignity; and

WHEREAS, Chicago and many other municipalities throughout the nation for the past several years have observed the anniversary of the birth of Dr. Martin Luther King, Jr., on January 15, 1929, by declaring that day a holiday; and

WHEREAS, The number of events marking the birth of Dr. Martin Luther King, Jr., has grown substantially in recent years and there is now present throughout the land a strong urging for an appropriate national observance on this date; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, assembled this 14th day of January, 1982, urge the United States Congress to declare the date of January 15 of each year a national holiday, due all the respect and amenities therein, marking the anniversary of the birth of Dr. Martin Luther King, Jr., and honoring his legacy.

Alderman Frost 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 Frost (seconded by Aldermen Oberman, Pucinski, Bertrand, Natarus and Humes) the foregoing proposed resolution was *Adopted*, unanimously.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

***Referred*--PROPOSED RESOLUTION TO REVISE SURVEY CONCERNING
HEALTH AND WELFARE OF HISPANIC PEOPLE.**

Honorable Jane M. Byrne, Mayor, submitted a resolution to revise a survey concerning the health and welfare of Hispanic people, which was *Referred to the Committee on Health*.

*Referred--*MAYOR'S APPOINTMENT OF MICHAEL CARDILLI AS
MEMBER OF CHICAGO TRANSIT 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

January 14, 1982.

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

LADIES AND GENTLEMEN--I have appointed Michael Cardilli as a member of the Chicago Transit Board for the term ending September 1, 1982. He succeeds Eugene M. Barnes, resigned.

Your approval of this appointment is respectfully requested.

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

*Referred--*PROPOSED ORDINANCE TO CREATE NEW CHAPTER 11.1
OF MUNICIPAL CODE CONCERNING REGULATIONS ON FIREARMS.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance creating a new Chapter 11.1 of the Municipal Code of the City of Chicago regulating the registration and possession of firearms within the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 15, SECTION 15-2
OF MUNICIPAL CODE CONCERNING INCREASE IN SIZE OF URBAN
RENEWAL BOARD.

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

January 14, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending Section 15-2 of the Municipal Code of the City of Chicago, increasing the size of the Urban Renewal Board.

January 14, 1982

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 15.1, SECTION
15.1-2 OF MUNICIPAL CODE CONCERNING INCREASE IN SIZE
OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

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

January 14, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance amending Section 15.1-2 of the Municipal Code of the City of Chicago, increasing the size of the Commercial District Development Commission.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND ORDINANCE CONCERNING
ISSUANCE OF INDUSTRIAL REVENUE BOND FOR WGH 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

January 14, 1982.

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 a December 18, 1981 ordinance providing for the issuance of an industrial revenue bond in the amount of \$800,000 for the construction of a project by WGH Corporation.

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 INLAND MIDWEST 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

January 14, 1982.

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 \$500,000 for the construction of facilities for Inland Midwest 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
AGREEMENTS CONCERNING "REMOVAL OF ARCHITECTURAL
BARRIERS TO THE ELDERLY AND HANDICAPPED" AT
SPECIFIED LOCATIONS.

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

January 14, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of ordinances authorizing the execution of agreements for the purpose of Community Development funded activities for the "Removal of Architectural Barriers to the Elderly and Handicapped" at:

- 1) The Adler Planetarium
- 2) The Art Institute of Chicago
- 3) The Chicago Academy of Science
- 4) The Chicago Historical Society
- 5) The Field Museum of Natural History
- 6) The Chicago Theater Group, Inc. (Goodman Theater)
- 7) The Museum of Science and Industry
- 8) The Newberry Library
- 9) El Valor Corporation.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE DESIGNATION OF
LAWRENCE-PULASKI AS BLIGHTED COMMERCIAL AREA.

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

January 14, 1982

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of an ordinance, "Approving the Designation of the Lawrence-Pulaski Blighted Commercial Area."

Also enclosed are certified copies of a Resolution adopted by the Commercial District Development Commission at a meeting on December 15, 1981 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT
PLAN FOR LAWRENCE-KEDZIE BLIGHTED COMMERCIAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of an ordinance, "Approving the Redevelopment Plan for Lawrence-Kedzie Blighted Commercial Area."

Also enclosed are certified copies of a resolution adopted by the Commercial District Development Commission at a meeting on December 15, 1981 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCELS
1 THRU 6 IN COMMERCIAL DISTRICT PROJECT
MILWAUKEE-ASHLAND.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of an ordinance, "Approve the Sale of Parcels 1 thru 6 in Commercial District Project Milwaukee-Ashland to Joseph T. Freed & Associates, Inc."

Also enclosed are certified copies of a resolution adopted by the Commercial District Development Commission at a meeting on December 15, 1981 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL 46-1A
IN COMMERCIAL DISTRICT PROJECT ROOSEVELT-HALSTED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith copies of an ordinance, "Approve the Sale of Parcel 46-1A in Commercial District Project Roosevelt-Halsted to Lucious Jackson, d/b/a Smith Glass."

Also enclosed are certified copies of a resolution adopted by the Commercial District Development Commission at a meeting on December 15, 1981 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Thank you for your consideration of this matter.

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

Mayor.

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

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

Proclamations.

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

"DISTINGUISHED GREEK AMERICAN DAY":
February 27, 1982;

"SHAMROCK AGAINST DYSTROPHY DAYS":

March 17-19, 1982;

"WINE AND FOOD WEEK IN CHICAGO":

May 15, 1982;

"WEEK OF THE YOUNG CHILD IN CHICAGO":

April 25-30, 1982;

"RAY MEYER DAY IN CHICAGO":

January 9, 1982;

"EYECARE WEEK IN CHICAGO":

June 4-6, 1982;

"CHICAGO SPORT SHOW DAYS":

January 15-24, 1982;

"WBEZ DAYS IN CHICAGO"

February 19-28, 1982;

"GIRL SCOUTS COOKIE DRIVE WEEK IN CHICAGO":

February 19-29, 1982;

"NEWSPAPER-IN-EDUCATION WEEK IN CHICAGO":

February 21-27, 1982;

"SAM ANOFF DAY":

January 8, 1982;

"REVEREND T. L. BARRETT DAY IN CHICAGO":

January 13, 1982;

"HYDE PARK HERALD DAY IN CHICAGO":

January 14, 1982;

"HISPANIC VOTER REGISTRATION WEEK IN CHICAGO":

January 30 - February 7, 1982;

"CATHOLIC SCHOOLS WEEK IN CHICAGO":

March 7-13, 1982;

"CHICAGO PARK DISTRICT JUNIOR CITIZENS DAY IN CHICAGO":

March 18, 1982.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Pioneer Wholesale Meat Company: Acceptance and bond under an ordinance passed on September 14, 1981 (I-beams); filed on January 13, 1982;

Joseph T. Ryerson and Son: Acceptance and bond under an ordinance passed on September 14, 1981 (portion of public way); filed on January 7, 1982;

Wm. Wrigley Jr., Company: Acceptance and bond under an ordinance passed on September 14, 1981 (covered bridge); filed on January 5, 1982.

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 December 31, 1981, which reads as follows:

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

Plant and Equipment Expenditures (annual supplement) for the estimated calendar year 1981 and expected calendar year 1982.

Monthly statement to Federal Energy Regulatory Commission (F.E.R.C. Form No. 5) of Electric Energy for the month of October, 1981.

Monthly power plant report to the Federal Energy Regulatory Commission (F.E.R.C. Form No. 4), for the month of November, 1981."

*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 December 29, 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 January 13, 1982 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 29, 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 January 13, 1982.

*FILING OF CERTIFIED COPIES OF ORDINANCES WITH COUNTY CLERKS
OF COOK AND DU PAGE COUNTIES.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties an ordinance passed by the City Council on December 29, 1981:

An ordinance granting authority for abatement of certain Taxes to provide for Principal of and Interest on City's General Obligation Notes, Series of August, 1981.

Filed with the County Clerk of Cook County on January 4, 1982 and with the County Clerk of Du Page County on January 5, 1982.

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

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

*City Comptroller's Quarterly Reports for Period
Ended September 30, 1981.*

The following document was received in the City Clerk's Office from Anthony N. Fratto, City Comptroller, which was *Placed on File*:

Cash Balance as of June 30, 1981.

Cash Receipts for the three months ended September 30, 1981.

Cash Disbursements for the three months ended September 30, 1981.

Statement of Funded Debt as at September 30, 1981.

Statement of Floating Debt, Corporate Fund, as at September 30, 1981.

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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:

National Pride Equipment, Inc.--to classify as a C1-1 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 11-K bounded by

on the north by a line 248.16 feet north of and parallel to W. Montrose Avenue; on the east by N. Pulaski road; on the south by a line 51.17 feet north of and parallel to W. Montrose Avenue; and on the west by the public alley next west of and parallel to N. Pulaski Road;

North Loop Transportation Center--to classify as a Business Planned Development instead of B6-7 Restricted Central Business and B7-7 General Central Business Districts the area shown on Map No. 1-F bounded by

N. Clark Street; W. Lake Street; N. LaSalle Street; and the alley (Haddock Place) next north of and parallel to W. Lake Street.

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Claims against City of Chicago.

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

Ahart Lesna, Allstate Insurance Co. (12) Paul and Eva Arsenis, Sybille DeJonge, Odessa Hamilton, Charlotte Kardas, Stanislaw Kulawiak, Thomas LaPorte, Moses and Catherine Mathews, Elliot Mesirow, Rosalyn Shapiro, R. Taylor, Richard W. Watson and Van Watts Jr., American Ambassador Cas. Co. and Leon Cooper, American Freight System, Inc., The American Road Insurance Co. and Ford Motor Credit Co. and Rizza Ford, Inc., Anderson Albert, Austin Andre;

B & B Machine Works, Inc., Berglund Fred and Sons, Bituminous Ins. Cos. and Barton Decorating Services, Boffey Frank A., Bohak Frank, Bonior Frank J. Jr., Brown Alma R.;

Chausow Nancy D., Choi Chang H., Christensen Dale, Clinton Jill, CNA Ins. Co. and Debbie Conner, Constantine Nicholas J., Cooper Gregory;

Daniel Noel A., Danley Lumber Co., Inc. (2), DiMaggio John and Elvira Dato, Dixon Richard, Doherty Katrina, Doty Viola J.;

Economy Fire and Cas. Co. (2) William and Mary Close, and Michelle Pietruszka;

Fabric Care, Fleming Mark, Franklin Laura M.;

Gardner German, Gardner Janie, Gilley John Robert, Goetzinger Ann C., Gordon Edward;

Hall Adolphus Jr., Hausner Dorothy Bernice, Hennessey Arden, Hiotis Theodore, Hohl Max C., Holm Linette, Houston Gloria, Hunter Lucius;

Johnson-Bey Keren E., Jones Bertha, Jones Charles;

Keefe John W., Kelly Thomas J., Keogh Mary, Knaeps Mark, Kronon Audrey;

Larsen Laird L., Leo Tom, Liberty Mut. Ins. Co. and Lea Cloninger, Lopez Emerita, Lowe Alexander;

MacHale John, Macko John, Marshall Lucious C., Martinez Jose S. and Trudy K., McGrath Elizabeth R., Menotti Plumbing, Miranda Frank, Molter Charles, Motors Ins. Corp. and Lewar A. Jones, Moy Albert, Moy Kenneth and Alice L., Mulguly Tom, Murphy Sidney Patrick;

National Dealer Services, Inc. and Doreen Kinecki, Nichols George W.;

Pakulski Frieda J., Pasquale Caputo Pizza Corp., Perez Francesco, Petitt Joseph, Phillipps Gus, Pietruszynski Jeffrey, Pingel Ralph, Pons Guillermo;

Quinn Delores;

Recovery Services International and Musa Dickinson, Richardson O. Gene, Ridley Marion, Rodriguez and Associates and Joseph L. Alcala, Rodyjewski Timothy, Romel Esmail d/b/a/ White Hen Pantry (2);

Sanchez Carlos, Schacht Mark J., Schranz Marian, Sklarov Vladimir, Slowik Steven, Spagat Martin, Stancle William, State Farm Ins. Co. (5) Myron Kaminsky, Patrick Manager, Daniel J. Murphy, John W. Smart and Gertrude Wilson, Sumrall Gladys;

Taddei Michael, Thaddeaus Jude, Theodoropoulos John, Thomas Peter A., Tolan Michael, Transamerica Ins. Co. and Suzanne O'Brien;

Underwriters Adjusting Co. (2) Olga Kaczerepa, William Wittie, Urban Lorrie J., Urschel David A.;

Vetter Deborah;

Wade Thennie, Wagner William R., Watts Lavell L. Sr., Wetzel William V., White Larnee, White Olivia;

Zappavingna Remo E., Zielinski Judith.

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

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of January 13, 1982, which read as follows:

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 935 W. Carmen Avenue, Parking Site No. 26, which was authorized by ordinance passed November 4, 1981, pages 7814-7815, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 1361 S. Fairfield Avenue, which was authorized by ordinance passed November 4, 1981, pages 7817-7818, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 23-27 W. Kinzie Street, which was authorized by ordinance passed October 6, 1981, page 7317, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at No. 506 N. Rush Street, Parking Site No. 4, which was authorized by ordinance passed September 29, 1979, page 929, Council Journal.

Transmitted herewith two (2) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at Nos. 533-537 N. St. Clair Street/200-218 E. Grand Avenue, Parking Site No. 10, which was authorized by ordinance passed September 26, 1979, page 928, 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 November 4, 1981, pages 7815-7816, Council Journal.

Transmitted herewith one (1) Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at Nos. 519-525 E. 43rd Street/4300-4308 S. Forrestville Avenue, which was authorized by ordinance passed August 19, 1981, page 6907, 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.
Parking Site No. 26.*

William J. Mallers, 141 W. Jackson Boulevard, Chicago, Illinois 60604: Amount bid \$155,555.55, deposit check \$15,555.55 (Certified check);

No. 1361 S. Fairfield Av.

Minnie L. Dowdy, 1363 S. Fairfield Avenue, Chicago, Illinois 60608: Amount bid \$1,000.00, deposit check \$100.00 (Registered check);

Nos. 23-27 W. Kinzie St.

Francis Samp, 300 N. State Street, Suite 1105, Chicago, Illinois 60610: Amount bid \$116,969.69, deposit check \$11,769.69 (Cashier's check);

*No. 506 N. Rush St.
Parking Site No. 4.*

American Medical Association, 535 N. Dearborn Street, Chicago, Illinois 60610: Amount bid \$8,056,791.00, deposit check \$805,679.10 (Cashier's check);

*Nos. 533-537 N. St. Clair St./
200-218 E. Grand Av.
Parking Site No. 10.*

Grand-St. Clair Venture, c/o Irving J. Markin, 135 S. LaSalle Street, Suite 1611, Chicago, Illinois 60603: Amount bid \$700,000.00, deposit check \$70,000.00 (Cashier's check);

Norman Auto Parks, Inc., 535 N. St. Clair Street, Chicago, Illinois 60611: Amount bid \$750,000.00, deposit check \$75,000.00 (Certified check);

No. 1214 S. Troy St.

Louise Cobb, c/o Jim Belcastro, 11 S. LaSalle Street, Room 1225, Chicago, Illinois 60603: Amount bid \$1,280.00, deposit check \$128.00 (Cashier's check);

*Nos. 519-525 E. 43rd St./
4300-4308 S. Forrestville Av.*

Komed, Inc., 501 E. 43rd Street, Chicago, Illinois 60653: Amount bid \$10,600.00, deposit check \$1,060.00 (Certified check).

*Referred--REQUEST FOR STAND FOR BUSES IN
SPECIFIED AREA.*

Also a communication from F. E. Barker, Director, Street Traffic Section, requesting that a stand for buses be established along the east curb of Willard Court between Randolph Street and the main driveway of the CTA garage.--*Referred to the Committee on Local Transportation.*

Placed on File--NOTIFICATION AS TO SELECTION OF PROXY TO
AFFIX SIGNATURE OF MAYOR TO GENERAL OBLIGATION TAX
ANTICIPATION NOTES, SERIES OF JANUARY, 1982.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 14, 1982.

NOTICE OF DESIGNATION OF PROXY

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

GENTLEMEN--Please take notice that I have selected and do hereby designate Leonard Marynowski as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to any and all General Obligation Tax Anticipation Notes, Series of January, 1982, whether in temporary or definitive form, and issued against the taxes levied for the year 1982, in the total amounts and for the specific purposes as follows:

<i>Amount</i>	<i>Purpose</i>
\$ 22,525,000	Chicago Public Library -
	Maintenance and Operation
2,700,000	Chicago Public Library -
	Buildings and Sites
9,300,000	City Relief -
	General Assistance
94,775,000	Corporate
6,925,000	Judgment

and which Tax Anticipation Notes for said respective purposes were authorized to be issued by ordinances adopted by the City Council of the City of Chicago on January 14, 1982.

Appended hereto is a written signature of my name as the same will appear on said General Obligation Tax Anticipation Notes as executed by said Leonard Marynowski and with the proxy's signature underneath, all as required by statute.

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

Mayor.

[Signature appended as stated]

Placed on File--NOTIFICATION AS TO SELECTION OF PROXY
TO AFFIX SIGNATURE OF CITY COMPTROLLER TO GENERAL
OBLIGATION TAX ANTICIPATION NOTES, SERIES
OF JANUARY, 1982.

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

OFFICE OF THE COMPTROLLER
CITY OF CHICAGO

January 14, 1982.

NOTICE OF DESIGNATION OF PROXY

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

GENTLEMEN--Please take notice that I have selected and do hereby designate Charles A. Whelpley as my proxy for me and in my name, place and stead to affix my signature as Comptroller of the City of Chicago to any and all General Obligation Tax Anticipation Notes, Series of January, 1982, whether in temporary or definitive form, and issued against the taxes levied for the year 1982, in the total amounts and for the specific purposes as follows:

<i>Amount</i>	<i>Purpose</i>
\$ 22,525,000	Chicago Public Library - Maintenance and Operation
2,700,000	Chicago Public Library - Buildings and Sites
9,300,000	City Relief - General Assistance
94,775,000	Corporate
6,925,000	Judgment

and which Tax Anticipation Notes for said respective purposes were authorized to be issued by ordinances adopted by the City Council of the City of Chicago on January 14, 1982.

Appended hereto is a written signature of my name as the same will appear on said General Obligation Tax Anticipation Notes as executed by said Charles A. Whelpley and with the proxy's signature underneath, all as required by statute.

Very truly yours,
(Signed) ANTHONY N. FRATTO,
City Comptroller.

[Signature appended as stated]

Placed on File--REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTHS OF OCTOBER
AND NOVEMBER, 1981.

The City Clerk transmitted the following reports received from Anthony N. Fratto, City Comptroller, which were *Placed on File* and ordered published:

[Voucher payments for months of October and November, 1981
Printed on Page 8944 -8945 of this Journal]

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.

Taxes Levied for all Corporate Purposes for
City of Chicago for Year 1982.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the levy of taxes for all Corporate Purposes for the City of Chicago for the Year 1982.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Brady, Barden, Kellam, Kelley, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schuller, Stone--31.

(Continued on page 8946)

PERSONAL SERVICES PAID BY VOUCHER FOR OCT. 1981

NAME	ADDRESS	DEPT.	TITLE	ACCOUNT	RATE	OCT.
Charles Cook	6056 N. Kedvale	Consumer Serv.	Cons. Serv. Off. I	Corporate	\$ 8.76 Hr.	\$1,331.52
Portia Davis	2737 W. Washington	"	Senior Typist	"	823.00 Mo.	823.00
Bradley R. Bidman Jr.	6241 N. Lakewood	"	Staff Asst.	"	80.80 Day	1,771.60
Mary L. Harmon	2148 E. 81st St.	"	Mechanics Cons.	"	13.70 Hr.	1,520.70
Robert Harris	319 E. 79th St.	"	Inquiry Aide II	"	946.00 Mo.	946.00
Ann E. Shorey	3738 N. Racine	"	Farmers Market Mgr.	"	13.00 Hr.	403.00
Brenda Sims	3323 W. Douglas	"	Senior Clerk	"	783.00 Mo.	764.70
Joseph Faulkner	7450 S. Normal Ave.	Health	Inspector	"	1,093.00 Mo.	1,093.00
Rashir Khan	2137 Iroquois Rd.	"	Biochemist	"	2,982.00 Mo.	2,982.00
Veda Robinson	Wilmette, Ill.	Health	Prof. Services	"	1,464.70 Mo.	1,464.70
William Robinson	7701 S. Evans	"	"	"	2,166.00 Mo.	1,083.00
Herbert Weinstein	131 E. 83rd St.	"	Psychologist	"	40.00 Hr.	240.00
Michael D. Weathery	462 W. Briar Place	"	Inspector	"	863.00 Mo.	356.00
Vincent R. Origo	11301 S. Vincennes	Human Services	Janitor	Comm. Action Prog.	4.00 Hr.	154.00
Mike Novarth	2851 S. Union St.	"	"	"	3.50 Hr.	274.75
Jerry Lester	2758 W. Fullerton Ave.	"	"	Corporate	3.50 Hr.	588.00
Charlie Lockett	11512 S. Wallace St.	"	Janitress	Comm. Action Prog.	3.50 Hr.	294.00
Anna Blarecki	8051 S. Morgan St.	"	Janitor	"	3.50 Hr.	178.50
Nannette Theriault	7644 W. Roscher	"	"	Comm. Action Prog.	3.35 Hr.	321.60
Alonza Whitaker	7126 W. Schreiber	"	"	Corporate	4.00 Hr.	594.00
Henry Williams	844 N. Cambridge	"	"	Corporate	3.50 Hr.	280.00
Jose R. Zapeda	945 W. 69th St.	"	"	Comm. Action Prog.	2,166.00 Mo.	1,476.83
Roger Badesch	2248 W. 21st St.	Off. Of Hum. Invest.	Legal Adviser	Corporate	4,146.00 Mo.	4,146.00
Judge Hyman Feldman	1318 Central Ave.	Personnel	Hearing Officer	"	50.00 Hr.	4,260.00
Robert McAllister	340 W. Diversey Ave.	"	"	"	"	"
Rene A. Daniels	566 Woodlawn	Police	Police Officer	Back Pay	541.44	541.44
Francis W. Horsey	7806 S. Greiner	Police	Patrolman	"	509.33	509.33
Jerome McClines	2144 N. Kedvale	Police	"	"	6,824.76	6,824.76
Robert Napier	2135 E. 98th St.	"	"	"	1,276.80	1,276.80
George F. Sims	1924 W. Marquette Rd.	"	"	"	2,747.20	2,747.20
John A. Brown	504 W. 97th St.	"	"	Severance Pay	2,000.00	2,000.00
	2940 S. State	"	"	"	"	"

REPORTS OF COMMITTEES

January 14, 1982

PERSONAL SERVICES PAID BY VOUCHER FOR NOV. 1981

NAME	ADDRESS	DEPT.	TITLE	ACCOUNT	RATE	NOV.
John Hanover	7211 Franklin St. Forest Park	Animal Control	Veterinarian	Corporate	\$ 115.52 Day	\$ 346.56
Julia Versan	1250 Cornelia Ave.	City House Historical & Arch. Id. Marks	Admin. #2 Cons. Serv. Off. 1	Corporate	5.70 Hr 8.76 Hr	461.70 309.56
Charles Cook	6056 N. Kedvale Ave.	Consumers' Service	Senior Typist	"	823.00 Mo.	823.00
Portia Davis	2737 W. Washington St.	"	Staff Asst.	"	80.80 Day	1,696.80
Dredley R. Eldman	6241 N. Lakewood Ave.	"	Mech. Cons.	"	13.70 Hr.	1,644.00
Nancy L. Harmon	2148 E. 81st St.	"	Inquiry Aide II	"	946.00 Mo.	946.00
Robert Harris	319 E. 79th St.	"	Senior Clerk	"	783.00 Mo.	674.58
Brenda Sims	3323 W. Douglas Blvd.	Fire Dept.	Paramedic	"	Back Pay	2,173.50
Fred Collins	5332 N. Delphia	"	Fire Fighter	"	Back Pay	3,565.50
Peter Walsh	8536 S. Rockwell	Health	Biochemist	"	2,992.00 Mo.	2,992.00
Bashir Khan	2137 Iroquois Wilmette, Ill.	Health	Prof. Services	"	22.00 Hr.	440.00
Juarez Kizys	7118 S. Troy St.	Human Services	Janitor	"	3.50 Hr.	264.00
Jerry Lester	11512 S. Wallace St.	"	Janitor	Comm. Action Prog.	4.00 Hr.	504.00
Charlie Lockett	8051 S. Morgan St.	"	Janitress	Corporate	3.50 Hr.	252.00
Anna Miarocki	7644 W. Rascher St.	"	Janitor	"	3.35 Hr.	281.40
Alonzo Whitacker	844 N. Cambridge	"	"	"	4.00 Hr.	432.00
Henry Williams	945 W. 69th St.	"	"	Comm. Action Prog.	3.50 Hr.	140.00
Jose R. Zepeda	2248 W. 21st St.	Inspectional Serv.	Consultant	Corporate	2,166.00 Mo.	2,166.00
Roger Badesch	1318 Central Ave. Evanston, Ill.	"	"	"	4,116.00 Mo.	4,116.00
Judge Hyman Feldman	340 W. Diversey	Off. Of Munic. Inv.	Legal Adviser	"	Back Pay	81,079.70
Phillip A. Onesto Jr.	5855 N. Oketo Ave.	Police	Patrolman	"	"	"

(Continued from page 8943)

Nays--Aldermen Bloom, Bertrand, Huels, Streeter, Sheahan, Lipinski, Davis, Marcin, Oberman, Volini, Orr--11.

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

[Ordinance for Levy of Taxes for all Corporate Purposes for the year 1982 printed on pages 8947 - 8968 of this Journal]

At this point in the Proceedings, Honorable Jane M. Byrne, Mayor, relinquished the Chair to President Pro Tem. Alderman Edward R. Vrdolyak.

**Authority Granted For Issuance of General Obligation
Tax Anticipation Notes (Corporate Fund) Series
of January, 1982 of City of Chicago.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the issuance of General Obligation Tax Anticipation Notes (Corporate Fund) Series of January, 1982 of City of Chicago.

Alderman Frost next introduced various amendments to the proposed ordinance. The amendments were *Adopted* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Barden, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Orr, Stone--36.

Nays--Alderman Volini--1.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Barden, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--37.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a body politic and corporate under the laws of the State of Illinois, and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to

(Continued on page 8969)

TAX LEVY FOR THE YEAR 1982

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The sum of Three Hundred Sixty-five Million, Seven Hundred Sixty-two Thousand, One Hundred and Thirty Dollars (\$365,762,130), ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the current year, is hereby levied for the year 1982 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 1982 annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns:

Appropriations for Expenditures for the Fiscal Year
Beginning January 1, 1982 and Ending December 31, 1982

CORPORATE FUND - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
OFFICE OF THE MAYOR			
1110.000	For personal services	1,794,744	
1110.100	For contractual services	58,950	
1110.200	For travel	38,700	
1110.300	For commodities	21,000	
1110.400	For equipment	6,500	
	Total for Office of the Mayor	1,919,894	
MAYOR'S OFFICE OF SPECIAL EVENTS			
1116.000	For personal services	420,592	
1116.100	For contractual services	7,300	
1116.200	For travel	3,400	
1116.300	For commodities	12,000	
1116.400	For equipment	3,000	
	Total for Mayor's Office of Special Events	446,292	
OFFICE OF MUNICIPAL INVESTIGATIONS			
1120.000	For personal services	981,848	
1120.100	For contractual services	623,200	
1120.200	For travel	25,000	
1120.300	For commodities	105,350	
1120.400	For equipment	37,500	
1120.700	For contingencies	45,000	
	Total for Office of Municipal Investigations	1,817,898	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
OFFICE OF BUDGET AND MANAGEMENT			
Budgetary Division			
1140.000	For personal services	842,857	
1140.100	For contractual services	54,900	
1140.200	For travel	4,300	
1140.300	For commodities	5,700	
1140.700	For contingencies	50	
	Total for Budgetary Division ..	<u>907,807</u>	
Data Center			
1150.000	For personal services	4,876,006	
1150.100	For contractual services	3,581,550	
1150.200	For travel	16,900	
1150.300	For commodities	282,000	
1150.400	For equipment	20,300	
	Total for Data Center	<u>8,776,756</u>	
	Total for Office of Budget & Management..	<u>9,684,563</u>	
DEPARTMENT OF ECONOMIC DEVELOPMENT			
1170.000	For personal services	340,623	
1170.100	For contractual services	167,000	
1170.200	For travel	19,000	
1170.300	For commodities	12,000	
1170.400	For equipment	13,000	
	Total for Department of Economic Development	<u>551,623</u>	
DEPARTMENT OF NEIGHBORHOODS			
1180.000	For personal services	1,495,739	
1180.100	For contractual services	174,950	
1180.200	For travel	9,700	
1180.300	For commodities	31,200	
1180.400	For equipment	6,350	
1180.500	For permanent improvements	42,500	
1180.700	For contingencies	1,000	
	Total for Department of Neighborhoods ...	<u>1,761,439</u>	

Corporate Fund - 100

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
CITY COUNCIL			
1210.000	For personal services	3,347,588	
1210.200	For travel	240,000	
1210.801	Alderman Contingent Expense Allowance ... For the employment of personnel as needed by the aldermen to perform secretarial, clerical, stenographic, research, investi- gations or other functions expressly related to the office of alderman, not to exceed a maximum of 3060 hours per alderman; provided that no expenditures shall be made from this account for the purposes enumerated unless the Comptroller shall be so authorized in writing by the Chairman of the Committee on	600,000	
1210.802	Finance. (153,000 hrs. @ \$6.00h).....	918,000	
	Total for City Council	5,105,588	
CITY COUNCIL COMMITTEES			
Committee on Finance			
1212.000	For personal services	744,844	
1212.100	For contractual services	87,210	
1212.200	For travel	7,850	
1212.300	For commodities	12,100	
1212.700	For contingencies	100	
	Total for Committee on Finance	852,104	
Committee on Buildings and Zoning			
1216.000	For personal services	285,960	
1216.100	For contractual services	57,700	
1216.200	For travel	10,000	
1216.300	For commodities	7,500	
	Total for Committee on Buildings and Zoning	361,160	
Committee on Local Industries, Streets and Alleys			
1219.000	For personal services	85,992	
1219.100	For contractual services	9,600	
1219.300	For commodities	1,000	
1219.700	For contingencies	700	
	Total for Committee on Local Industries, Streets and Alleys	97,292	
Committee on Aviation			
1222.000	For personal services	31,350	
1222.100	For contractual services	50	
1222.200	For travel	250	
1222.300	For commodities	50	
1222.700	For contingencies	1,000	
	Total for Committee on Aviation	32,700	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
Committee on Committees and Rules			
1226.000	For personal services	79,550	
1226.100	For contractual services	50	
1225.300	For commodities	50	
	Total for Committee on Committees and Rules	79,650	
Committee on Beautification and Recreation			
1234.000	For personal services	25,300	
1234.100	For contractual services	160	
1234.300	For commodities	500	
	Total for Committee on Beautification and Recreation	25,960	
Committee on Economic Development			
1235.000	For personal services	51,200	
1235.700	For contingencies	1,000	
	Total for Committee on Economic Development	52,200	
Committee on Ports, Wharves and Bridges			
1236.000	For personal services	25,400	
1235.100	For contractual services	50	
1235.300	For commodities	50	
	Total for Committee on Ports, Wharves and Bridges	25,500	
Committee on Education			
1237.000	For personal services	65,150	
1237.700	For contingencies	1,000	
	Total for Committee on Education	66,150	
Committee on Health			
1238.000	For personal services	52,000	
1238.100	For contractual services	220	
1238.300	For commodities	220	
	Total for Committee on Health	52,440	
Committee on Human Rights and Consumer Protection			
1240.000	For personal services	35,500	
1240.100	For contractual services	150	
1240.300	For commodities	2,000	
	Total for Committee on Human rights and Consumer Protection	37,650	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)			
	Committee on Intergovernmental Relations		
1242.000	For personal services	36,200	
1242.100	For contractual services	300	
1242.300	For commodities	180	
1242.801	Expense in attending Legislative Sessions	6,400	
	Total for Committee on Intergovernmental Relations	43,080	
	Committee on License		
1244.000	For personal services	42,950	
1244.100	For contractual services	1,000	
1244.300	For commodities	300	
	Total for Committee on License	44,250	
	Committee on Local Transportation		
1248.000	For personal services	20,172	
	Total for Committee on Local Transportation	20,172	
	Committee on Housing, City and Community Development		
1250.000	For personal services	71,950	
1250.100	For contractual services	50	
1250.300	For commodities	150	
1250.700	For contingencies	100	
	Total for Committee on Housing, City and Community Development	72,250	
	Committee on Police, Fire, Personnel and Municipal Institutions		
1252.000	For personal services	72,100	
1252.100	For contractual services	50	
1252.300	For commodities	100	
	Total for Committee on Police, Fire, Personnel and Municipal Institutions ..	72,250	
	Committee on Cultural Development and Historical Landmark Preservation		
1254.000	For personal services	60,250	
1254.100	For contractual services	250	
1254.200	For travel	500	
1254.300	For commodities	250	
1254.700	For contingencies	2,000	
	Total for Committee on Cultural Development and Historical Landmark Preservation ..	63,250	

Corporate Fund - 100

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
City Council Committees (Continued)		
Committee on Public Utilities		
For the employment of Accountants, Attorneys, Engineers and other persons as may be required.		
1260.000	For personal services	37,350
1260.100	For contractual services	500
1260.300	For commodities	200
1260.700	For contingencies	2,000
	Total for Committee on Public Utilities .	40,050
Committee on Energy and Environmental Protection		
1265.000	For personal services	38,750
1265.100	For contractual services	1,000
1265.300	For commodities	500
	Total for Committee on Energy and Environmental Protection	40,250
CITY COUNCIL LEGISLATIVE REFERENCE BUREAU		
1280.000	For personal services	147,948
1280.100	For contractual services	7,520
1280.200	For travel	4,000
1280.300	For commodities	1,600
	Total for City Council Legislative Reference Bureau	161,068
MUNICIPAL REFERENCE LIBRARY		
1290.000	For personal services	479,140
1290.100	For contractual services	57,150
1290.200	For travel	4,525
1290.300	For commodities	61,500
	Total for Municipal Reference Library ...	602,315
DEPARTMENT OF PLANNING		
1310.000	For personal services	1,630,086
1310.100	For contractual services	264,600
1310.200	For travel	7,100
1310.300	For commodities	49,000
1310.700	For contingencies	1,500
	Total for Department of Planning	1,952,286
DEPARTMENT OF HOUSING		
1330.000	For personal services	305,778
1330.100	For contractual services	31,900
1330.200	For travel	4,000
1330.300	For commodities	11,900
1330.400	For equipment	3,700
1330.700	For contingencies	2,000
	Total for Department of Housing	359,278

Corporate Fund - 100

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
CHICAGO COUNCIL ON FINE ARTS			
1340.000	For personal services	428,714	
1340.100	For contractual services	85,800	
1340.200	For travel	5,000	
1340.300	For commodities	29,000	
1340.700	For contingencies	5,000	
	Total for Chicago Council on Fine Arts ..	553,514	
CITY CLERK			
1410.000	For personal services	912,200	
1410.100	For contractual services	453,300	
1410.300	For commodities	30,500	
	Total for City Clerk	1,396,000	
DEPARTMENT OF FINANCE			
Department of Finance of the City includes the			
offices of the City Comptroller and the City Treasurer			
CITY COMPTROLLER			
1500.000	For personal services	7,086,772	
1500.100	For contractual services	632,000	
1500.200	For travel	25,000	
1500.300	For commodities	166,000	
1500.400	For equipment	23,000	
1500.700	For contingencies	3,500	
	Total for City Comptroller	7,936,272	
CITY TREASURER			
1530.000	For personal services	527,104	
1530.100	For contractual services	104,350	
1530.200	For travel	5,250	
1530.300	For commodities	6,900	
1530.700	For contingencies	3,500	
	Total for City Treasurer	647,104	
DEPARTMENT OF LAW			
1610.000	For personal services	4,910,128	
1610.100	For contractual services	2,637,700	
1610.200	For travel	62,000	
1610.300	For commodities	35,000	
1610.700	For contingencies	3,000	
	Total for Department of Law	7,647,828	
DEPARTMENT OF PERSONNEL			
1710.000	For personal services	3,465,583	
1710.100	For contractual services	298,725	
1710.200	For travel	7,100	
1710.300	For commodities	48,600	
1710.400	For equipment	15,000	
1710.500	For permanent improvements	1,000	
1710.700	For contingencies	500	
	Total for Department of Personnel	3,836,508	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES			
1810.000	For personal services	3,763,928	
1810.100	For contractual services	296,875	
1810.200	For travel	30,900	
1810.300	For commodities	78,600	
1810.400	For equipment	28,000	
1810.500	For permanent improvements	7,000	
1810.700	For contingencies	1,000	
	Total for Department of Purchases, Contracts and Supplies	4,206,303	
GRAPHICS AND REPRODUCTION CENTER			
1840.000	For personal services	988,113	
1840.100	For contractual services	256,200	
1840.200	For travel	3,500	
1840.300	For commodities	256,300	
1840.400	For equipment	53,000	
	Total for Graphics and Reproduction Center	1,557,113	
BOARD OF ELECTION COMMISSIONERS			
1910.000	For personal services	3,597,552	
1910.100	For contractual services	2,836,500	
1910.200	For travel	43,300	
1910.300	For commodities	74,000	
1910.400	For equipment	11,000	
1910.500	For permanent improvements	5,000	
1910.700	For contingencies	9,500	
	Total for Board of Election Commissioners	6,576,852	
DEPARTMENT OF HEALTH			
3110.000	For personal services	29,097,816	
3110.100	For contractual services	2,494,100	
3110.200	For travel	39,000	
3110.300	For commodities	2,056,400	
3110.400	For equipment	246,600	
3110.500	For permanent improvements	450,000	
3110.700	For contingencies	3,000	
	Total for Department of Health	34,386,916	
COMMISSION ON HUMAN RELATIONS			
3410.000	For personal services	250,051	
3410.100	For contractual services	67,650	
3410.200	For travel	2,550	
3410.300	For commodities	2,400	
3410.700	For contingencies	1,000	
	Total for Commission on Human Relations .	323,651	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
OFFICE FOR SENIOR CITIZENS AND HANDICAPPED			
3420.000	For personal services	1,124,925	
3420.100	For contractual services	197,300	
3420.200	For travel	46,700	
3420.300	For commodities	91,100	
3420.400	For equipment	3,000	
3420.700	For contingencies	500	
	Total for Office for Senior Citizens and Handicapped.....	1,463,525	
DEPARTMENT OF HUMAN SERVICES			
3450.000	For personal services	3,129,807	
3450.100	For contractual services	364,900	
3450.200	For travel	21,250	
3450.300	For commodities	17,500	
3450.400	For equipment	3,000	
3450.700	For contingencies	200	
	Total for Department of Human Services...	3,536,657	
POLICE BOARD			
4101.000	For personal services	145,775	
4101.100	For contractual services	13,000	
4101.801	For expense of Board.....	90,000	
	Total for Police Board	248,775	
MOTION PICTURE APPEAL BOARD			
4102.000	For personal services	15,000	
4102.100	For contractual services	1,000	
	Total for Motion Picture Appeal Board ...	16,000	
DEPARTMENT OF PUBLIC SAFETY			
4105.000	For personal services	459,799	
4105.100	For contractual services	66,550	
4105.200	For travel	4,500	
4105.300	For commodities	11,600	
4105.400	For equipment	4,700	
4105.700	For contingencies	5,000	
	Total for Department of Public Safety ...	552,149	
DEPARTMENT OF POLICE			
4110.000	For personal services	390,909,848	88,767,049
4110.100	For contractual services	10,136,400	
4110.200	For travel	69,000	
4110.300	For commodities	13,951,600	
4110.400	For equipment	613,000	
4110.500	For permanent improvements	233,000	
4110.700	For contingencies	150,000	
4110.972	Pension contributions for members in the military service.....	6,000	
	Total for Department of Police	416,068,848	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
FIRE DEPARTMENT			
4210.000	For personal services	138,687,909	31,188,423
4210.100	For contractual services	3,867,700	
4210.200	For travel	95,000	
4210.300	For commodities	2,631,300	
4210.400	For equipment	897,300	
4210.500	For permanent improvements	2,500	
4210.700	For contingencies	4,000	
4210.802	For demolition of fire-damaged buildings dangerous to public security	14,000	
	Total for Fire Department	146,199,709	
DEPARTMENT OF ZONING			
4310.000	For personal services	244,032	
4310.100	For contractual services	5,000	
4310.200	For travel	3,600	
4310.300	For commodities	2,350	
	Total for Department of Zoning	254,982	
ZONING BOARD OF APPEALS			
4330.000	For personal services	183,482	
4330.100	For contractual services	18,095	
4330.200	For travel	500	
4330.300	For commodities	2,200	
	Total for Zoning Board of Appeals	204,277	
COMMISSION ON CHICAGO HISTORICAL AND ARCHITECTURAL LANDMARKS			
4350.000	For personal services	176,818	
4350.100	For contractual services	49,750	
4350.200	For travel	1,850	
4350.300	For commodities	5,150	
4350.400	For equipment	5,800	
4350.700	For contingencies	1,000	
	Total for Commission on Chicago Historical and Architectural Landmarks	240,368	
DEPARTMENT OF INSPECTIONAL SERVICES			
4410.000	For personal services	13,693,847	
4410.100	For contractual services	634,000	
4410.200	For travel	214,500	
4410.300	For commodities	179,200	
4410.400	For equipment	34,200	
4410.500	For permanent improvements	1,700,000	
4410.700	For contingencies	3,500	
	Total for Department of Inspectional Services	16,459,247	

Corporate Fund - 100

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
BUILDING BOARD OF APPEALS			
4470.000	For personal services	141,230	
4470.100	For contractual services	14,100	
4470.300	For commodities	2,000	
	Total for Building Board of Appeals	157,330	
DEPARTMENT OF CONSUMER SERVICES			
4510.000	For personal services	5,197,792	
4510.100	For contractual services	331,250	
4510.200	For travel	56,920	
4510.300	For commodities	143,300	
4510.400	For equipment	17,900	
4510.500	For permanent improvements	20,000	
4510.700	For contingencies	500	
	Total for Department of Consumer Services	5,767,662	
COMMISSION ON ANIMAL CARE AND CONTROL			
4710.000	For personal services	1,048,305	
4710.100	For contractual services	110,725	
4710.200	For travel	3,000	
4710.300	For commodities	111,500	
4710.400	For equipment	5,800	
	Total for Commission on Animal Care and Control	1,279,330	
MAYOR'S LICENSE COMMISSION AND LOCAL LIQUOR CONTROL COMMISSIONER (To be expended under the direction of the Mayor)			
4860.000	For personal services	70,567	
4860.100	For contractual services	113,500	
4860.300	For commodities	2,500	
4860.700	For contingencies	1,000	
	Total for Mayor's License Commission and Local Liquor Control Commissioner	187,567	
LICENSE APPEAL COMMISSION			
4870.000	For personal services	54,238	
4870.100	For contractual services	3,000	
4870.700	For contingencies	750	
	Total for License Appeal Commission	57,988	
DEPARTMENT OF STREETS AND SANITATION COMMISSIONER'S OFFICE			
5110.000	For personal services	1,083,183	
5110.100	For contractual services	4,400	
5110.200	For travel	13,000	
5110.300	For commodities	25,500	
	Total for Commissioner's Office	1,126,083	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF STREETS AND SANITATION (continued)			
BUREAU OF STREETS			
5210.000	For personal services	579,938	
5210.100	For contractual services	26,500	
5210.200	For travel	3,200	
5210.300	For commodities	8,000	
5210.400	For equipment	5,000	
5210.801	Pavement improvement, maintenance and restoration	3,000,000	
	Total for Bureau of Streets	3,622,638	
BUREAU OF SANITATION			
5310.000	For personal services	61,001,433	
5310.100	For contractual services	20,710,050	
5310.200	For travel	230,000	
5310.300	For commodities	1,596,750	
5310.400	For equipment	15,000	
5310.700	For contingencies	1,000	
	Total for Bureau of Sanitation	83,554,233	
BUREAU OF ELECTRICITY			
Electrical Maintenance and Operation Division			
5410.000	For personal services	10,584,595	
5410.100	For contractual services	8,989,800	
5410.200	For travel	128,600	
5410.300	For commodities	2,190,000	
5410.400	For equipment	55,000	
	Total for Electrical Maintenance and Operation Division	21,947,995	
Electrical Construction Division			
5420.000	For personal services	11,571,529	
5420.100	For contractual services	2,221,000	
5420.200	For travel	112,000	
5420.300	For commodities	9,034,000	
5420.400	For equipment	27,000	
5420.890	For construction projects	9,511,000	
	Total for Electrical Construction Division	32,476,529	
Electrical Wiring and Communications Division			
5430.000	For personal services	7,110,662	
5430.100	For contractual services	269,350	
5430.200	For travel	21,050	
5430.300	For commodities	2,501,300	
5430.400	For equipment	59,500	
	Total for Electrical Wiring and Communications Division	9,961,862	
	Total for Bureau of Electricity	64,386,386	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF STREETS AND SANITATION (continued)			
BUREAU OF EQUIPMENT SERVICE			
5610.000	For personal services	27,066,225	
5610.100	For contractual services	2,901,000	
5610.200	For travel	23,550	
5610.300	For commodities	10,740,000	
5610.400	For equipment	45,500	
	Total for Bureau of Equipment Service ...	40,776,275	
BUREAU OF PARKING			
5710.000	For personal services	671,487	
5710.100	For contractual services	2,535,800	
5710.200	For travel	19,000	
5710.300	For commodities	7,200	
5710.400	For equipment	9,000	
5710.890	For maintenance and operation of off-street parking facilities	4,000,000	
	Total for Bureau of Parking	7,242,487	
BUREAU OF FORESTRY, PARKWAYS AND BEAUTIFICATION			
5810.000	For personal services	6,156,161	
5810.100	For contractual services	914,600	
5810.200	For travel	115,000	
5810.300	For commodities	340,000	
5810.400	For equipment	95,000	
	Total for Bureau of Forestry, Parkways and Beautification	7,620,761	
DEPARTMENT OF PUBLIC WORKS COMMISSIONER'S OFFICE			
6110.000	For personal services	662,032	
6110.100	For contractual services	52,600	
6110.200	For travel	6,200	
6110.700	For contingencies	1,000	
	Total for Commissioner's Office	721,832	
ADMINISTRATION DIVISION			
6120.000	For personal services	1,403,179	
6120.100	For contractual services	169,400	
6120.200	For travel	4,300	
6120.300	For commodities	62,500	
6120.400	For equipment	1,200	
	Total for Administration Division	1,640,579	
BUREAU OF TRANSPORTATION PLANNING AND PROGRAMMING			
6150.000	For personal services	1,218,014	
6150.100	For contractual services	27,100	
6150.200	For travel	5,600	
6150.300	For commodities	3,700	
6150.400	For equipment	3,500	
	Total for Bureau of Transportation Planning and Programming	1,257,914	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PUBLIC WORKS (continued)			
BUREAU OF ENGINEERING			
General			
6210.000	For personal services	6,948,041	
6210.100	For contractual services	1,576,900	
6210.200	For travel	39,600	
6210.300	For commodities	38,700	
6210.400	For equipment	22,900	
	Total for Bureau of Engineering - General	8,626,141	
Bridge Maintenance and Operation			
6250.000	For personal services	2,558,744	
6250.100	For contractual services	744,600	
6250.200	For travel	1,650	
6250.300	For commodities	33,600	
	Total for Bridge Maintenance and Operation	3,338,594	
	Total for Bureau of Engineering	11,964,735	
BUREAU OF MAPS AND PLATS			
6310.000	For personal services	290,097	
6310.100	For contractual services	165,200	
6310.200	For travel	3,100	
6310.400	For equipment	2,200	
	Total for Bureau of Maps and Plats	460,597	
BUREAU OF ARCHITECTURE			
6410.000	For personal services	2,445,912	
6410.100	For contractual services	392,500	
6410.200	For travel	3,500	
6410.300	For commodities	29,000	
6410.400	For equipment	700	
6410.500	For permanent improvements	15,000	
6410.801	Installation of automatic vent dampers in City-owned buildings	357,000	
	Total for Bureau of Architecture	3,243,612	
BUREAU OF CONSTRUCTION			
6420.000	For personal services	15,913,528	
6420.100	For contractual services	801,100	
6420.200	For travel	36,500	
6420.300	For commodities	1,996,800	
6420.400	For equipment	56,300	
6420.500	For permanent improvements	25,000	
6420.700	For contingencies	3,000	
	Total for Bureau of Construction	18,832,228	

Corporate Fund - 100

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
DEPARTMENT OF PUBLIC WORKS (continued)			
BUREAU OF BUILDINGS MANAGEMENT			
6430.000	For personal services	9,554,177	
6430.100	For contractual services	5,564,700	
6430.200	For travel	1,300	
6430.300	For commodities	721,500	
6430.400	For equipment	41,500	
6430.700	For contingencies	2,500	
6430.803	For maintenance of North Park Village buildings and property	800,000	
6430.804	For the operation and maintenance of Navy Pier	840,000	
	Total for Bureau of Buildings Management.	17,525,677	
DEPARTMENT OF AVIATION			
ADMINISTRATION			
8611.000	For personal services	611,306	
8611.100	For contractual services	51,500	
8611.200	For travel	6,200	
8611.300	For commodities	16,000	
8611.700	For contingencies	100	
	Total for Administration	685,106	
CHICAGO MIDWAY AIRPORT			
8653.000	For personal services	1,459,700	
8653.100	For contractual services	1,515,200	
8653.200	For travel	500	
8653.300	For commodities	134,000	
8653.400	For equipment	26,000	
8653.700	For contingencies	300	
	Total for Chicago Midway Airport	3,135,700	
MERRILL C. MEIGS FIELD			
8655.000	For personal services	341,278	
8655.100	For contractual services	203,160	
8655.300	For commodities	26,350	
8655.400	For equipment	4,000	
8655.700	For contingencies	40	
	Total for Merrill C. Meigs Field	574,828	
	Total for Department of Aviation	4,395,634	

Corporate Fund - 100

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
DEPARTMENT OF FINANCE - GENERAL			
9112.000	For personal services	74,533,399	
9112.100	For contractual services	1,662,000	
9112.300	For commodities	185,000	
9112.400	For equipment	17,024,000	
9112.600	For land	120,000	
9112.700	For contingencies	514,000	
9112.801	For the analysis and implementation of improvements in departmental operations and management and personnel practices and controls: To be expended under the direction of the Mayor	400,000	
9112.802	To provide for matching and supplementary funds for grants currently in effect as well as new grants including grants from the Law Enforcement Assistance Administration and under the National Health Planning and Resources Development Act of 1974 (P.L. 93-641) ...	3,500,000	
9112.803	For tuition reimbursement and educational programs: To be expended under the direction of the Commissioner of Personnel	498,000	
9112.810	For expense of relocation of City departments and agencies	200,000	
9112.811	To provide for the restoration of heat to dwelling units through emergency service calls and repair of heating units	80,000	
9112.812	For a study to review the operations of the Chicago Board of Education to identify cost reduction opportunities	200,000	
9112.813	Emergency Family Food Program	950,000	
9112.815	For payment of expenses related to the implementation of the Chicago Sales Tax .	1,110,000	
9112.922	For payment of emergency shelter, hospital and medical expenses in the reception and care of abandoned infant children	5,000	
9112.924	For payment of emergency shelter, hospital and medical expenses in the reception and care of dependent or neglected children .	5,000	

Corporate Fund - 100

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL (continued)		
	For payment of emergency shelter, hospital and medical expenses in the reception and		
9112.926	care of destitute crippled children	3,000	
	Claims for damages and liabilities against the		
9112.934	City when ordered paid by the City Council	400,000	
9112.936	Claims under Worker's Compensation Act ..	9,750,000	
	For payment of claims for hospital and medical expenses of City employees injured in the actual performance of their duties who are not included in the provisions of the Worker's Compensation Act, as may be		
9112.937	ordered by the City Council	2,200,000	
9112.938	Claims under Unemployment Insurance Act .	4,000,000	
	For payment to dependents of the Police Officer and Firefighter killed or fatally injured in the performance of duty in accordance with the Act of the General Assembly of the State of Illinois, entitled: "An Act, authorizing cities and villages to provide for the payment of allowances of money to the families or de- pendents of policemen or firemen killed or fatally injured while in the performance of their duties..." approved June 27, 1921, as amended, and the ordinance of the City Council		
9112.940	based thereon	130,000	
	For paying the salary of any sworn member of the Police or Fire Department killed in the line of duty for a period of one year commencing from the date of the death of the deceased member of the Police or Fire Department to the spouse of the deceased member of the Police or Fire Department, or in the absence of a spouse, to the guardian or person standing in loco parentis of dependent minor children, or in the absence of a spouse or minor children, to dependent parents who were residents in the deceased member of the Police or Fire Depart- ment's household at the time of the injury which		
9112.942	resulted in his death	150,000	

Corporate Fund - 100

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	DEPARTMENT OF FINANCE - GENERAL (continued)		
9112.959	Interest on Tax Anticipation Notes	16,715,000	
	For the prepayment of principal and interest on \$64 million principal amount of Term notes (1980) and \$30 million principal amount of Term notes (1980-A), to be expended at the		
9112.963	direction of the City Comptroller	37,600,000	
	Pension contributions for members in the		
9112.972	military service	500	
	For expense in connection with recognition and awards to citizens of Chicago for acts of heroism: To be expended on order of the		
9112.982	City Council	1,000	
9112.984	Taxes and assessments on City property ..	30,000	
	For refunds for cancelled voucher warrants and payroll checks and for refunding duplicate		
9112.990	payments and payments made in error	164,000	
	City share of expense of maintaining State		
9112.998	Street Mall	737,225	
	Total for Department of Finance - General	172,867,124	
9114.960	For loss in collection of taxes	6,313,446	6,313,446
	Total from Corporate Fund	1,135,755,318	126,268,918

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	LIBRARY FUND - BUILDINGS AND SITES - 342		
	CHICAGO PUBLIC LIBRARY		
7110.100	For contractual services	2,203,500	2,203,500
7110.400	For equipment	569,800	569,800
7110.500	For permanent improvements	180,000	155,000
	Total for Library - Buildings and Sites .	2,953,300	
7110.959	Interest on Tax Anticipation Notes	410,000	410,000
7110.960	For loss in collection of taxes	175,700	175,700
	Total from Library Fund - Buildings and Sites	3,539,000	3,514,000
	LIBRARY FUND - MAINTENANCE AND OPERATION - 346		
	CHICAGO PUBLIC LIBRARY		
7110.000	For personal services	16,330,998	16,330,998
7110.100	For contractual services	2,657,500	2,657,500
7110.200	For travel	31,500	31,500
7110.300	For commodities	4,358,000	4,358,000
7110.400	For equipment	35,000	35,000
	Total for Library - Maintenance and Operation	23,412,998	
	DEPARTMENT OF FINANCE - GENERAL		
9112.000	For personal services	1,939,700	864,700
	For tuition reimbursement and educational programs: To be expended under the		
9112.801	direction of the Commissioner of Personnel	15,000	
	To reimburse the Corporate Fund for Worker's		
9112.802	compensation Act claims	35,000	
9112.938	Claims under Unemployment Insurance Act .	200,000	
9112.959	Interest on Tax Anticipation Notes	3,530,000	3,530,000
	Total for Department of Finance - General	5,719,700	
9114.960	For loss in collection of taxes	1,463,563	1,463,563
	Total from Library Fund - Maintenance and Operation	30,596,261	29,271,261
	JUDGMENT TAX FUND - 395		
	For payment of principal and interest		
9112.905	on judgments	8,772,445	7,815,000
9112.959	Interest on Tax Anticipation Notes	1,185,000	1,185,000
	Total from Judgment Tax Fund	9,957,445	9,000,000

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
NOTE REDEMPTION AND INTEREST FUND			
SERIES OF 1980 - 504			
Amount to be levied in 1982 for the payment of notes and interest on notes:			
9112.961	For payment of term notes	13,900,000	13,900,000
9112.962	For payment of interest on term notes ...	10,010,000	10,010,000
	Total for principal and interest	23,910,000	
9114.960	For loss in collection of taxes	1,258,421	1,258,421
	Total from Note Redemption and Interest Fund - 1980	25,168,421	25,168,421

NOTE REDEMPTION AND INTEREST FUND			
SERIES OF 1980-A - 506			
Amount to be levied in 1982 for the payment of notes and interest on notes:			
9112.961	For payment of term notes	2,500,000	2,500,000
9112.962	For payment of interest on term notes ...	2,750,000	2,750,000
	Total for principal and interest	5,250,000	
9114.960	For loss in collection of taxes	276,316	276,316
	Total from Note Redemption and Interest Fund - 1980-A	5,526,316	5,526,316

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u> \$	<u>Amounts</u> <u>Levied</u> \$
BOND REDEMPTION AND INTEREST FUND - 510			
Amounts appropriated in 1982 for the pay- ment of bonds and interest on bonds:			
For payment of bonds:			
	Alley and Street Lighting - 1966	2,000,000	
	Community Redevelopment - 1966	1,000,000	
	Community Improvement and Development-1975	1,400,000	
	Electric Street Lighting Improvement-1974	1,100,000	
	Electric Street Lighting Installation and Improvement - 1976	770,000	
	Emergency Communication/Dispatch System - 1977	500,000	
	Fire Department Apparatus - 1976	385,000	
	General Obligation, Series of April - 1981	400,000	
	Municipal Buildings - 1966	2,000,000	
	911 Universal Emergency Service System - 1976	460,000	
	O'Hare Rapid Transit Extension - 1977 ...	930,000	
	Police Department Equipment - 1977	500,000	
	Public Transportation - 1966	2,000,000	
	Refuse Disposal - 1966	1,000,000	
	Refuse Disposal Facilities Improvement - 1976	695,000	
	Sewer - 1966	3,000,000	
	Sewer - 1973	3,000,000	
	Sewer - 1977	2,300,000	
	Solid Waste Processing Plant - 1973	900,000	
	Streets and Sanitation Department Equipment - 1977	575,000	
9112.912	Total for payment of bonds	24,915,000	22,023,706
9112.914	For interest on bonds	11,217,718	9,677,084
	Total for principal and interest	36,132,718	
9114.960	For loss in collection of taxes	1,668,463	1,668,463
	Total from Bond Redemption & Interest Fund	37,801,181	33,369,253

CITY RELIEF FUND - 660

For general assistance to persons in need thereof, residing within the City of Chicago, and expenditures for the admini- stration thereof			
9112.930		11,161,859	10,111,809
9112.959	Interest on Tax Anticipation Notes	1,385,000	1,385,000
9114.960	For loss in collection of taxes	605,095	605,095
	Total from City Relief Fund	13,151,954	12,101,904

Pension Funds

<u>Code</u>		<u>Amounts Appropriated</u> \$	<u>Amounts Levied</u> \$
	MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND - 681		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>59,043,000</u>	<u>48,800,439</u>
	LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND - 682		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>13,100,000</u>	<u>10,724,656</u>
	POLICEMEN'S ANNUITY AND BENEFIT FUND - 683		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>52,934,000</u>	<u>43,692,212</u>
	FIREMEN'S ANNUITY AND BENEFIT FUND - 684		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>21,890,000</u>	<u>18,280,012</u>
	PARK EMPLOYEES' ANNUITY AND BENEFIT FUND - 691		
9216.976	For the City's contribution to employees' annuity and benefit fund	<u>57,000</u>	<u>44,738</u>
	Total Tax Levy		<u>\$365,762,130</u>

SECTION 2. The City Clerk is directed to file certified copies of this ordinance together with copies of the annexed annual appropriation ordinance for the year 1982, with the County Clerk of Cook County and with the County Clerk of Du Page County.

SECTION 3. This ordinance shall be effective upon its passage.

(Continued from page 8946)

time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Corporate Fund of said City, to issue its General Obligation Tax Anticipation Notes (Corporate Fund), in the amount of \$94,775,000 which amount does not exceed 85% of the taxes for corporate purposes levied by the City of Chicago for the year 1982, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (Corporate Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$94,775,000 to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for corporate purposes for the year 1982, which Notes shall each be designated "General Obligation Tax Anticipation Note (Corporate Fund), Series of January, 1982," shall be dated as of the 15th day of January, 1982, become due serially \$37,900,000 on April 15, 1983 and \$56,875,000 on November 15, 1983, shall bear interest from date until paid, at the rate of thirteen percent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 15, 1983, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

Interest on the Notes maturing on April 15, 1983 shall be payable on October 15, 1982 and April 15, 1983, and interest on the Notes maturing on November 15, 1983, shall be payable on October 15, 1982, on April 15, 1983 and on November 15, 1983, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CORPORATE FUND),
SERIES OF JANUARY, 1982

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ dollars (\$ _____) on the fifteenth day of _____, 1983, with interest thereon from the date hereof until paid at the rate of _____ percent (____%) per annum, payable on October 15, 1982* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

(The following paragraph is to be inserted in the Notes maturing on November 15, 1983.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. Notice of any redemption, specifying the numbers of the Notes and date of redemption,

shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

* (For Notes maturing on November 15, 1983, there should be inserted ", on April 15, 1983" to indicate the date of payment of interest on such date.)

* * *

For the prompt payment of this Note, both principal and interest, as the same become due, and for the levy of taxes sufficient therefor, the full faith, credit and resources of the City of Chicago are hereby irrevocably pledged.

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for corporate purposes, and was authorized by an ordinance adopted by the City Council of the City of Chicago on _____, 1982.

This Note is subject to registration as to principal in the name of the owner on the registry books of the City Comptroller, such registration to be evidenced by notation of said City Comptroller on the back hereof, and after such registration no transfer hereof except upon such books and similarly noted hereon shall be valid, unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the interest coupons hereto attached, which shall continue to be negotiable by delivery.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1982, including the issue of which this Note is one, does not exceed eighty-five percent (85%) of the taxes levied for the year 1982 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1982, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1982.

Attest:

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____

\$ _____

On the fifteenth day of _____, 19____ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York, _____ dollars (\$_____) for interest due that day on its General Obligation Tax Anticipation Note (Corporate Fund), Series of January, 1982, dated January 15, 1982, No. _____.

(Facsimile Signature)

Mayor
City of Chicago

(Facsimile Signature)

City Comptroller
City of Chicago

(Form at Registration)

Date of
Registration

Name of Registered Owner

Signature of
City Comptroller
of the City of Chicago

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1982, a tax sufficient to produce the sum of \$114,488,958 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

* (The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 15, 1983.)

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes".

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Corporate Fund), Series of January, 1982" (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1982)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to deposit proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes. Any earnings on such investments shall be paid, when received by the Escrow Agent, to the City.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$94,775,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for corporate purposes for the year 1982 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$94,775,000, or a number of Notes aggregating the principal sum of

\$94,775,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1982, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1982, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Corporate Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for corporate purposes for the year 1982. Said Notes, in the principal amount of \$94,775,000, constitute the first series of Notes issued for 1982 pursuant to the acts hereinabove mentioned.

The City covenants that it will take no action in the investment of the proceeds of the Notes which would result in making the interest received on any of the Notes subject to federal income taxes by reason of said Notes being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, 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, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

[Exhibit A omitted for printing purposes]

**Four Ordinances Authorizing Issuance of General
Obligation Tax Anticipation Notes Series of
January, 1982 of City of Chicago.**

The Committee on Finance submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the issuance of General Obligation Tax Anticipation Notes, Series of January, 1982 of the City of Chicago.

Alderman Frost next introduced various amendments to the proposed ordinances. The amendments were *Adopted* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Barden, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Orr, Stone--36.

Nays--Alderman Volini--1.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Barden, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schulter, Volini, Orr, Stone--37.

Nays--None.

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

The following are said ordinances as passed:

An ordinance providing for the issuance of General Obligation Tax Anticipation Notes (City Relief-General Assistance Fund) Series of January, 1982, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

WHEREAS, The City of Chicago is a body politic and corporate under the laws of the State of Illinois, and a home rule unit under Article VII of the Illinois Constitution of 1970, and

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the City Relief - General Assistance Fund of said City, to issue its General Obligation Tax Anticipation Notes (City Relief - General Assistance Fund), in the amount of \$9,300,000, which amount does not exceed 85% of the taxes for City relief general assistance purposes levied by the City of Chicago for the year 1982, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (City Relief - General Assistance Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$9,300,000, to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for City relief general assistance for the year 1982, which Notes shall each be designated "General Obligation Tax Anticipation Note (City Relief - General Assistance Fund), Series of January, 1982," shall be dated as of the 15th day of January, 1982, become due serially \$3,700,000 on April 15, 1983 and \$5,600,000 on

November 15, 1983, shall bear interest from date until paid, at the rate of thirteen per cent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 15, 1983, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

Interest on the Notes maturing on April 15, 1983 shall be payable on October 15, 1982 and on April 15, 1983, and interest on the Notes maturing on November 15, 1983 shall be payable on October 15, 1982, on April 15, 1983 and on November 15, 1983, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of the First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CITY RELIEF - GENERAL ASSISTANCE FUND),
SERIES OF JANUARY, 1982

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the fifteenth day of _____ 1983, with interest thereon from the date hereof until paid at the rate of _____ per cent (____%) per annum, payable on October 15, 1982* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

* (For Notes maturing on November 15, 1983, there should be inserted ", on April 15, 1983" to indicate the date of payment of interest on such date.)

(The following paragraph is to be inserted in the Notes maturing on November 15, 1983.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

* * *

For the prompt payment of this Note, both principal and interest, as the same become due, and for the levy of taxes sufficient therefore, the full faith, credit and resources of the City of Chicago are hereby irrevocably pledged.

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for City relief general assistance, and was authorized by an ordinance adopted by the City Council of the City of Chicago on _____ 1982.

This note is subject to registration as to principal in the name of the owner on the registry books of the City Comptroller, such registration to be evidenced by notation of said City Comptroller on the back hereof, and after such registration no transfer hereof except upon such books and similarly noted hereon shall be valid, unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the interest coupons hereto attached, which shall continue to be negotiable by delivery.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1982, including the issue of which this Note is one, does not exceed eighty-five per cent (85%) of the taxes levied for the year 1982, for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1982, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or the Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1982.

Attest: _____

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____

\$ _____

On the fifteenth day of _____, 19__ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York, _____ Dollars (\$ _____) for interest due that day on its General Obligation Tax Anticipation Note (City Relief - General Assistance Fund), Series of January, 1982, dated January 15, 1982, No. _____.

(Facsimile Signature)Mayor
City of Chicago(Facsimile Signature)City Comptroller
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 15, 1983.)

(Form of Registration)

<i>Date of Registration</i>	<i>Name of Registered Owner</i>	<i>Signature of City Comptroller of the City of Chicago</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1982, a tax sufficient to produce the sum of \$11,235,917 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes."

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (City Relief - General Assistance Fund), Series of January, 1982," (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1982)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to deposit proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys

so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes. Any earnings on such investments shall be paid, when received by the Escrow Agent, to the City.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for, collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected, reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$9,300,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for the City relief general assistance purposes for the year 1982 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided, that in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$9,300,000, or a number of Notes aggregating the principal sum of \$9,300,000 beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1, hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1, hereof, and which amount is to be abated from the taxes herein levied for the year 1982, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1982, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the City Relief-General Assistance Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for City Relief-General Assistance for the year 1982. Said Notes, in the principal amount of \$9,300,000 constitute the first series of Notes issued for 1982 pursuant to the acts hereinabove mentioned.

The City covenants that it will take no action in the investment of the proceeds of the Notes which would result in making the interest received on any of the Notes subject to federal income taxes by reason of said Notes being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, 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, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

[Exhibit A omitted for printing purposes]

An ordinance providing for the issuance of General Obligation Tax Anticipation Notes (Judgment Fund) Series of January, 1982, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

WHEREAS, The City of Chicago is a body politic and corporate under the laws of the State of Illinois, and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Judgment Fund of said City, to issue its General Obligation Tax Anticipation Notes (Judgment Fund), in the amount of \$6,925,000, which amount does not exceed 85% of the taxes for judgment purposes levied by the City of Chicago for the year 1982, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (Judgment Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$6,925,000, to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for purposes of paying judgments for the year 1982, which Notes shall be designated "General Obligation Tax Anticipation Notes (Judgment Fund), Series of January, 1982," shall be dated as of the 15th of January, 1982, become due serially \$2,750,000 on April 15, 1983 and \$4,175,000 on November 15, 1983, shall bear interest from date until paid, at the rate of thirteen per cent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 15, 1983, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

Interest on the Notes maturing on April 15, 1983 shall be payable on October 15, 1982, and on April 15, 1983, and interest on the Notes maturing on November 15, 1983 shall be payable on October 15, 1982, on April 15, 1983, and on November 15, 1983, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(JUDGMENT FUND),
SERIES OF JANUARY, 1982

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the fifteenth day of _____, 1983, with interest thereon from the date hereof until paid at the rate of _____ per cent (_____%) per annum, payable on October 15, 1982* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

* (For Notes maturing on November 15, 1983, there should be inserted "on April 15, 1983" to indicate the date of payment of interest on such date.)

(The following paragraph is to be inserted in the Notes maturing on November 15, 1983.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. Notice of any redemption, specifying the numbers of the Notes and the date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

* * *

For prompt payment of this Note, both principal and interest, as the same become due, and for the levy of taxes sufficient therefor, the full faith, credit and resources of the City of Chicago are hereby irrevocably pledged.

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for purposes of paying judgments, and was authorized by an ordinance adopted by the City Council of the City of Chicago on _____ 1982.

This Note is subject to registration as to principal in the name of the owner on the registry books of the City Comptroller, such registration to be evidenced by notation of said City Comptroller on the back hereof, and after such registration no transfer hereof except upon such books and similarly noted hereon shall be valid, unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the interest coupons hereto attached, which shall continue to be negotiable by delivery.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1982, including the issue of which this Note is one, does not exceed eighty-five per cent (85%) of the taxes levied for the year 1982 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1982, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provisions have been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1982.

Attest:

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____

\$ _____

On the fifteenth day of _____, 19__ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, _____ Dollars (\$_____) for interest due that day on its General Obligation Tax Anticipation Note (Judgment Fund), Series of January, 1982, dated January 15,

1982, No. _____

(Facsimile Signature)Mayor
City of Chicago(Facsimile Signature)City Comptroller
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 15, 1983.)

(Form of Registration)

<i>Date of Registration</i>	<i>Name of Registered Owner</i>	<i>Signature of City Comptroller of the City of Chicago</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1982, a tax sufficient to produce the sum of \$8,366,917 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Judgment Fund), Series of January, 1982" (the "Escrow Account"), said Escrow Account to be maintained with the First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1982)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to deposit proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest

on and principal of the Notes. Any earnings on such investments shall be paid, when received by the Escrow Agent, to the City.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$6,925,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for judgment purposes for the year 1982 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$6,925,000, or a number of Notes aggregating the principal sum of \$6,925,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1982, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1982, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Judgment Fund

from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for purposes of paying judgments for the year 1982. Said Notes, in the principal amount of \$6,925,000, constitute the first series of Notes issued for 1982 pursuant to the acts hereinabove mentioned.

The City covenants that it will take no action in the investment of the proceeds of the Notes which would result in making the interest received on any of the Notes subject to federal income taxes by reason of said Notes being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the other provisions of this Ordinance.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, 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, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

[Exhibit A omitted for printing purposes]

An ordinance providing for the issuance of General Obligation Tax Anticipation Notes (Chicago Public Library Maintenance and Operation Fund) Series of January, 1982, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

WHEREAS, The City of Chicago is a body politic and corporate under the laws of the State of Illinois, and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Chicago Public Library - Maintenance and Operation Fund of said City, to issue its General Obligation Tax Anticipation Notes (Chicago Public Library - Maintenance and Operation Fund), in the amount of \$22,525,000, which amount does not exceed 85% of the taxes for library maintenance and operation purposes levied by the City of Chicago for the year 1982, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore,

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

SECTION 1. General Obligation Tax Anticipation Notes (Chicago Public Library - Maintenance and Operation Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$22,525,000, to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for library maintenance and operation for the year 1982, which Notes shall

each be designated "General Obligation Tax Anticipation Note (Chicago Public Library - Maintenance and Operation Fund), Series of January, 1982," shall be dated as of the 15th day of January, 1982, become due serially \$9,000,000 on April 15, 1983 and \$13,525,000 on November 15, 1983, shall bear interest from date until paid, at the rate of thirteen percent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 15, 1983, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

Interest on the Notes maturing on April 15, 1983 shall be payable on October 15, 1982 and on April 15, 1983, and interest on the Notes maturing November 15, 1983 shall be payable on October 15, 1982, on April 15, 1983 and on November 15, 1983, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form Of Note)

UNITED STATES OF AMERICA
STATE OF ILLINOIS COUNTY OF COOK
CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CHICAGO PUBLIC LIBRARY - MAINTENANCE AND OPERATION FUND),
SERIES OF JANUARY, 1982

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the fifteenth day of _____, 1983, with interest thereon from the date hereof until paid at the rate of _____ percent (____%) per annum, payable on October 15, 1982* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

(The following paragraph is to be inserted in the Notes maturing on November 15, 1983.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest.

* (For Notes maturing on November 15, 1983, there should be inserted ", on April 15, 1983" to indicate the date of payment of interest on such date.)

The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

* * *

For the prompt payment of this Note, both principal and interest, as the same become due, and for the levy of taxes sufficient, therefor, the full faith, credit and resources of the City of Chicago are hereby irrevocably pledged.

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for library maintenance and operation, and was authorized by an ordinance adopted by the City Council of the City of Chicago on _____ 1982.

This note is subject to registration as to principal in the name of the owner on the registry books of the City Comptroller, such registration to be evidenced by notation of said City Comptroller on the back hereof, and after such registration no transfer hereof except upon such books and similarly noted hereon shall be valid, unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the interest coupons hereto attached, which shall continue to be negotiable by delivery.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1982, including the issue of which this Note is one, does not exceed eighty-five percent (85%) of the taxes levied for the year 1982 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1982, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1982.

Attest: _____

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____ \$ _____

On the fifteenth day of _____, 19__ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York _____ Dollars (\$_____) for interest due that day on its General Obligation Tax Anticipation Note (Chicago Public Library - Maintenance and Operation Fund), Series of January, 1982, dated January 15, 1982, No. _____.

(Facsimile Signature)

Mayor
City of Chicago

(Facsimile Signature)

 City Comptroller
 City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 15, 1983).

(Form of Registration)

<i>Date of Registration</i>	<i>Name of Registered Owner</i>	<i>Signature of City Comptroller of the City of Chicago</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1982, a tax sufficient to produce the sum of \$27,210,958 for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes".

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Chicago Public Library - Maintenance and Operation Fund), Series of January, 1982" (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1982)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to deposit proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted

for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes. Any earnings on such investments shall be paid, when received by the Escrow Agent, to the City.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$22,525,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for library maintenance and operation purposes for the year 1982 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefor. The Note, or Notes, shall be in the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$22,525,000, or a number of Notes aggregating the principal sum of \$22,525,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, than the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1982, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1982, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Chicago Public Library - Maintenance and Operation Fund from collection of the Pledged Taxes after provision has been made for all payments due to the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for library maintenance and operation for the year 1982. Said Notes, in the principal amount of \$22,525,000 constitute the first series of Notes issued for 1982 pursuant to the acts hereinabove mentioned.

The City covenants that it will take no action in the investment of the proceeds of the Notes which would result in making the interest received on any of the Notes subject to federal income taxes by reason of said Notes being classified as "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended.

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, 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, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

[Exhibit A omitted for printing purposes]

An ordinance providing for the issuance of General Obligation Tax Anticipation Notes (Chicago Public Library-Building and Sites Fund) Series of January, 1982, of the City of Chicago, Cook County, Illinois, and providing for the levy and collection of a direct annual tax to pay principal of and interest on said Notes.

WHEREAS, The City of Chicago is a body politic and corporate under the laws of the State of Illinois, and a home rule unit under Article VII of the Illinois Constitution of 1970, and

WHEREAS, The City of Chicago by reason of its constitutional home rule powers and specific authorization contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, and all other laws applicable thereto, has the power to issue from time to time general obligation tax anticipation notes in an amount not to exceed 85% of the taxes levied for the specific purpose for the year during which said notes are issued, provided that there are no tax anticipation warrants outstanding against the taxes levied for the specific purpose for said year; and

WHEREAS, It is necessary for the City of Chicago to meet and defray all necessary expenses and liabilities payable from the Chicago Public Library - Buildings and Sites Fund of said City, to issue its General Obligation Tax Anticipation Notes (Chicago Public Library - Buildings and Sites Fund), in the amount of \$2,700,000, which amount does not exceed 85% of the taxes for library buildings and sites purposes levied by the City of Chicago for the year 1982, and no tax anticipation warrants have heretofore been issued against said taxes; now, therefore.

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

SECTION 1. General Obligation Tax Anticipation Notes (Chicago Public Library - Buildings and Sites Fund) of the City of Chicago, Cook County, Illinois (the "Notes"), shall be issued in the principal amount of \$2,700,000, to provide funds in the Treasury of the City of Chicago (the "City") for ordinary and necessary expenditures for library buildings and sites for the year 1982, which Notes shall each be designated "General Obligation Tax Anticipation Note (Chicago Public Library - Buildings and Sites Fund), Series of January, 1982," shall be dated as of the 15th day of January, 1982, become due serially \$1,050,000 on April 15, 1983 and \$1,650,000 on November 15, 1983, shall bear interest from date until paid, at the rate of thirteen percent per annum, or such lesser rate as shall be established pursuant to the sale of the Notes, computed on the basis of a 360-day year, consisting of twelve 30-day months. Said Notes shall be numbered consecutively beginning with number 1, and shall be of the denomination of \$5,000 or any integral multiple thereof, such numbers and denominations to be agreed upon by the City Comptroller and the purchaser or purchasers of the Notes.

The Notes maturing on November 15, 1983, are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. If less than all of said Notes are called for redemption at any time, they shall be selected by lot in any reasonable manner. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

Interest on the Notes maturing on April 15, 1983 shall be payable on October 15, 1982, and on April 15, 1983 and interest on the Notes maturing on November 15, 1983 shall be payable on October 15, 1982, on April 15, 1983 and on November 15, 1983, which interest payments to date of maturity shall be evidenced by proper interest coupons attached to each Note, and said interest shall be payable only upon presentation and surrender of the interest coupons thereto attached as they severally become due. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

The Corporate Seal of the City of Chicago shall be affixed to each of the Notes, and the Notes shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or the Deputy City Clerk. The interest coupons shall be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of said Notes, shall adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons. In the event that any officer of the City whose manual or facsimile signature shall appear on a Note or interest coupon shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. The Mayor and the City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such officers to execute the Notes is hereby authorized pursuant to such filing.

SECTION 2. The Notes shall pass by delivery, unless registered, and any Note may be registered as to principal in the name of the owner on the registry books of the City Comptroller, such registration being noted on each Note so registered, after which registration only such registered owner, or the legal representative of such owner, shall be entitled to receive the principal thereof, and after such registration no transfer thereof shall be valid unless noted on such registry books and similarly noted on the Note, unless the last registration is to bearer, after which it shall be transferable by delivery, but may be again registered as before. Such registration, however, shall not affect the negotiability of the interest coupons by delivery.

SECTION 3. Each of the Notes, the interest coupons thereto attached and the form of registration shall be substantially in the following form:

(Form of Note)

UNITED STATES OF AMERICA

STATE OF ILLINOIS COUNTY OF COOK

CITY OF CHICAGO

GENERAL OBLIGATION TAX ANTICIPATION NOTE
(CHICAGO PUBLIC LIBRARY - BUILDINGS AND SITES FUND),
SERIES OF JANUARY, 1982

Number _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois, hereby acknowledges itself to owe and for value received hereby promises to pay to bearer, or if this Note be registered as to principal then to the registered owner hereof, the sum of _____ Dollars (\$ _____) on the fifteenth day of _____, 1983, with interest thereon from the date hereof until paid at the rate of _____ percent (____%) per annum, payable on October 15, 1982* and at maturity. Interest due on or prior to maturity shall be payable only upon presentation and surrender of the attached interest coupons as they severally become due. Both principal hereof and interest hereon are hereby made payable in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York.

*(For Notes maturing on November 15, 1983, there should be inserted ", on April 15, 1983" to indicate the date of payment of interest on such date.)

(The following paragraph is to be inserted in the Notes maturing on November 15, 1983.)

This Note is subject to redemption prior to maturity, at the option of the City, on any date on or after October 15, 1982, at a redemption price of 101% of the principal amount plus accrued interest to the redemption date. Notice of any redemption, specifying the numbers of the Notes and date of redemption, shall be given by publication at least thirty (30) days prior to the date fixed for redemption in The Bond Buyer or similar financial publication, published in the City of New York, New York, and also in the financial section of a newspaper of general circulation in the City of Chicago, Illinois, and shall be filed at the place of payment of principal and interest. The City shall also give notice by first class mail, postage prepaid, at least thirty (30) days prior to the date fixed for redemption to the registered owners of any Notes which are to be redeemed at their last known address, but the failure to mail any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of Notes. When such Notes have been called for redemption and funds for such payment, including the applicable premium, have been deposited with a paying agent designated for the Notes, interest shall cease from and after the date so specified for redemption.

* * *

For the prompt payment of this Note, both principal and interest, as the same become due, and for the levy of taxes sufficient therefore, the full faith, credit and resources of the City of Chicago are hereby irrevocably pledged.

This Note is one of a series issued under the constitutional home rule powers of said City of Chicago and the specific authority contained in the Act of the General Assembly of the State of Illinois entitled "An Act to authorize units of government of the State of Illinois to issue full faith and credit tax anticipation notes," effective October 1, 1972, as amended, to provide funds for ordinary and necessary expenditures for library buildings and sites, and was authorized by an ordinance adopted by the City Council of the City of Chicago on _____, 1982.

This note is subject to registration as to principal in the name of the owner on the registry books of the City Comptroller, such registration to be evidenced by notation of said City Comptroller on the back hereof, and after such registration no transfer hereof except upon such books and similarly noted hereon shall be valid, unless the last registration shall have been to bearer. Registration hereof shall not affect the negotiability of the interest coupons hereto attached, which shall continue to be negotiable by delivery.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note, did exist, have happened, been done and performed in regular and due form and time as required by law, that the total amount of the general obligation tax anticipation notes issued for this specific purpose for the year 1982, including the issue of which this Note is one, does not exceed eighty-five percent (85%) of the taxes levied for the year 1982 for such specific purpose, that no tax anticipation warrants have heretofore been issued against said taxes levied for this specific purpose for the year 1982, that the total indebtedness of said City of Chicago, including this Note and the series of which it forms a part, does not exceed any constitutional or statutory limitation, and that provision has been made for the collection of a direct annual tax upon all of the taxable property in the City of Chicago sufficient to pay the interest hereon and the principal hereof when the same mature.

In Witness Whereof, the City of Chicago, by its City Council, has caused this Note to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, and attested by the manual signature of the City Clerk or Deputy City Clerk, its Corporate Seal to be hereunto affixed, and the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and said City Comptroller, which said officials, by the execution of this Note, do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the 15th day of January, 1982.

Attest:

Mayor
City of Chicago

City Clerk
City of Chicago

City Comptroller
City of Chicago

[SEAL]

(Form of Coupon)

Number _____

\$ _____

On the fifteenth day of _____, 19__ *(unless the Note to which this coupon is attached has been called for prior redemption as therein recited), the City of Chicago promises to pay to bearer in lawful money of the United States of America at the office of The First National Bank of Chicago, Chicago, Illinois, or, at the option of the holder, at the offices of Morgan Guaranty Trust Company of New York, New York, New York, _____ Dollars (\$_____) for interest due that day on its General Obligation Tax Anticipation Note (Chicago Public Library - Buildings and Sites Fund), Series of January, 1982, dated January 15, 1982, No. _____.

(Facsimile Signature) _____

Mayor
City of Chicago

(Facsimile Signature) _____

City Comptroller
City of Chicago

*(The clause within the parentheses shall be inserted in all coupons attached to Notes maturing on November 15, 1983.)

(Form of Registration)

<i>Date of Registration</i>	<i>Name of Registered Owner</i>	<i>Signature of City Comptroller of the City of Chicago</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. For the purpose of providing the funds required to pay the interest on said Notes promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all of the taxable property in the City of Chicago, and there shall be collected the following direct annual tax:

For the year 1982, a tax sufficient to produce the sum of \$3,263,875, for interest and principal (computed at the maximum rate authorized hereunder as set forth in Section 1 hereof).

The taxes hereinabove levied, less any abatement thereof pursuant to Section 8 hereof, shall be designated the "Pledged Taxes".

SECTION 5. There is hereby established a special account, separate and segregated from all other funds and accounts of the City, to be designated "Special Escrow for Payment of City of Chicago General Obligation Tax Anticipation Notes (Chicago Public Library - Buildings and Sites Fund), Series of January, 1982" (the "Escrow Account"), said Escrow Account to be maintained with The First National Bank of Chicago, Chicago, Illinois, as Escrow Agent, pursuant to an agreement entitled "Escrow Agreement (General Obligation Tax Anticipation Notes, Series of January, 1982)" (the "Escrow Agreement"), entered into between the City and the Escrow Agent in substantially the form attached hereto as Exhibit A and made a part hereof by reference.

SECTION 6. The City Treasurer is hereby ordered and directed to deposit proceeds of Pledged Taxes and other moneys in the Escrow Account until a sufficient amount has been so deposited to pay the principal

of and the interest on the Notes herein authorized. The levy of taxes for the Notes herein provided for shall be for the sole benefit of the holders of the Notes, and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the Escrow Account until the principal of and interest on the Notes are paid in full.

If the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments, then other moneys of the City shall be so deposited therein, at or before the time such principal and interest are due, so as to provide for timely payment thereof.

Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on or redemption payments on the Notes herein authorized, and shall not be used for any other purpose so long as the Notes remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited, in investments lawfully permitted for City funds and authorized by the Escrow Agreement and maturing within the time required to pay interest on and principal of the Notes. Any earnings on such investments shall be paid, when received by the Escrow Agent, to the City.

SECTION 7. A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the offices of the County Clerks of Cook and DuPage Counties, Illinois, and such filing shall constitute the authority for, and it shall be the duty of said respective County Clerks to extend for collection such Pledged Taxes herein levied, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on behalf of said City.

Interest on and principal of the Notes coming due at any time when there are insufficient funds on hand from the proceeds of the Pledged Taxes shall be paid promptly when due from any available moneys of the City of Chicago in advancement of collection of the Pledged Taxes, and when said taxes shall have been collected reimbursement shall be made in the amount so advanced.

After said Notes hereby authorized in the aggregate principal amount of \$2,700,000 have been issued, it shall be the duty of the County Clerks of Cook and DuPage Counties, Illinois, in computing the tax rate for library buildings and sites purposes for the year 1982 to reduce said tax by the amount of the Pledged Taxes.

SECTION 8. The City Comptroller is hereby authorized to sell the Notes, with the concurrence of the Chairman of the Committee on Finance of the City Council, either pursuant to advertised notice and the receipt of sealed bids, such sale to be on the basis of not less than par and the lowest interest cost to the City, or pursuant to a negotiated sale at a price of not less than 98% of par and on such terms as he may deem to be in the best interests of the City; provided that, in either case, the coupon rate for the Notes shall not exceed the rate specified in Section 1 hereof. Subsequent to such sale, the City Comptroller shall file in the office of the City Clerk a notification of sale directed to the City Council and setting forth the name of the purchaser or purchasers of the Notes, the terms of the sale, the interest rate or rates of the Notes, and the numbers and denominations thereof, and thereafter the Notes shall be duly prepared and executed in the form and manner as herein provided, and be delivered to the City Treasurer for delivery to the purchaser or purchasers in accordance with the terms of sale.

Pending the preparation and execution of the definitive Notes, as herein provided, a temporary Note, or Notes, may be executed and delivered to the purchasers upon receipt of the purchase price therefore. The Note, or Notes, shall be in the same form and tenor as herein provided, except that it may be a single Note in the principal amount of \$2,700,000, or a number of Notes aggregating the principal sum of \$2,700,000, beginning with the number T-1, shall not have coupons attached, and shall be executed by the manual signature of the Mayor and the City Comptroller, and attested by the City Clerk or Deputy City Clerk. The Note, or Notes, shall be exchanged for the definitive Notes as soon as may be on the basis of par for par.

In the event that such Notes are sold bearing an interest rate less than the rate specified in Section 1 hereof, then the City Comptroller shall include in the notification of sale, above referred to, further information to indicate the amount of saving in interest cost to the City resulting from such sale at a lower rate or rates of interest and, in addition, the City Comptroller shall file in the offices of the County Clerks of Cook and DuPage Counties certificates of tax abatement. Such certificates shall refer to the amount of taxes herein levied in Section 4, shall indicate the amount of reduction in interest cost to the City resulting from the sale of the Notes at a lesser rate or rates of interest than the rate specified in Section 1 hereof, and which amount is to be abated from the taxes herein levied for the year 1982, and further indicating the remainder of such taxes which are to be extended for collection by said respective County Clerks.

Simultaneously with the delivery of the Notes, the City Treasurer shall withdraw from the sale proceeds an amount which, together with the accrued interest received, will be sufficient to pay the interest becoming due on said Notes on October 15, 1982, which amount shall be deposited in the Escrow Account. The amount withdrawn from the proceeds of the sale of the Notes shall be transferred to the Chicago Public Library - Buildings and Sites Fund from collection of the Pledged Taxes after provision has been made for all payments due the holders of the Notes.

SECTION 9. The proceeds of said Notes shall be used to provide the sum necessary for library buildings and sites for the year 1982. Said Notes, in the principal amount of \$2,700,000, constitute the first series of Notes issued for 1982 pursuant to the acts hereinabove mentioned.

The City covenants that it will take no action in the investment of the proceeds of the Notes which would result in making the interest received on any of the Notes subject to federal income taxes by reason of said Notes being classified as "arbitrage bonds" within the meaning of Section 103 (c) of the Internal Revenue Code of 1954, as amended.

SECTION 10. To the extent that any ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

This Ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least 100 copies hereof, 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, and this Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and publication as provided by law.

[Exhibit A omitted for printing purposes]

**County Clerks of Cook and Du Page Counties Directed to
Reduce Amount of 1981 Tax Levy for City of Chicago
on Public Building Revenue Bonds, Series 1963.**

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

WHEREAS, The City of Chicago and the County of Cook, have reallocated the space occupied by each in the Chicago Civic Center, with the consent of the Public Building Commission of Chicago, whereby the County now occupies approximately 80% of the space in said Chicago Civic Center, as contrasted with an approximate 69% occupancy in the original lease of July 1, 1963; and

WHEREAS, There is agreement between the City of Chicago, County of Cook and the Public Building Commission of Chicago, whereby the County of Cook will pay additional rental to the Public Building Commission of Chicago for the increased space, and the Public Building Commission of Chicago will thereupon credit the City of Chicago with said amount paid by the County of Cook; and

WHEREAS, The City of Chicago has by ordinance provided for the levy and collection of a direct annual tax sufficient to pay the annual rental payable under its lease agreement with the Public Building Commission of Chicago dated July 1st, 1963, for space in the Civic Center, which space has now been reduced, creating an overpayment by the City, which overpayment is being paid by the County; and

WHEREAS, The 1981 tax levy for Public Building Commission of Chicago, Public Building Revenue Bonds, Series of 1963, is overstated by \$1,490,313 plus reserve for loss and cost of collection of taxes of \$78,438 for a total of \$1,568,751; now, therefore,

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

SECTION 1. The County Clerks of Cook and Du Page Counties, Illinois, be and they are hereby directed and authorized to reduce the total amount of 1981 taxes to be extended for the purpose of providing revenue for the payment of rent for those portions of the Chicago Civic Center allocated for the use of the City of Chicago, by the sum of \$1,490,313 plus reserve for loss and cost of collection of taxes of \$78,438 or a total tax abatement of \$1,568,751 for the year 1981.

SECTION 2. The City Clerk be and he is hereby directed to present to and file with the County Clerks of Cook and Du Page Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Barden, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--37.

Nays--None.

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

**County Clerks of Cook and Du Page Counties Directed to
Reduce Amount of 1981 Tax Levy for City of Chicago
on Public Building Revenue Bonds, Series "B" 1971.**

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

WHEREAS, The City of Chicago entered into a lease dated June 30, 1971, with the Public Building Commission of Chicago for the construction of two (2) Law Enforcement Facilities, 4th Area Police Headquarters and Courts Facility located at South Kedzie and West Harrison Streets, and 6th Area Police Headquarters and Courts Facility at West Belmont and North Western Avenues, together with twelve (12) other City Facilities under Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971; and

WHEREAS, The City of Chicago did by ordinance provide for the levy and collection of a direct annual tax sufficient to pay the rentals due under said lease, as and when the same became due and payable, said lease and said tax levying ordinance having been filed with the County Clerks of Cook and Du Page Counties; and

WHEREAS, Subsequent to the above events, the City of Chicago approved the Public Building Commission of Chicago entering into a lease with the County of Cook for the exclusive use and occupancy of the Court Facilities in said two (2) Law Enforcement Facilities; whereby the County of Cook will pay rent to the Public Building Commission of Chicago; said rental being approved by the City of Chicago; and the Public Building Commission of Chicago will forthwith give credit to the City of Chicago upon receipt of this rental; and

WHEREAS, In the year 1981, the County has paid the Public Building Commission of Chicago \$368,641 in rental for these facilities, and this amount should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and Du Page Counties, Illinois, be and they are hereby directed and authorized to reduce the total amount of 1981 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City of Chicago for Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971, by the sum of \$368,641, plus reserve for loss and cost of collection of \$19,402, for a total tax abatement of \$388,043 for the year.

SECTION 2. The City Clerk be and he is hereby directed to present to and file with the County Clerks of Cook and Du Page Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Barden, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuler, Volini, Orr, Stone--37.

Nays--None.

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

**Authorizing Abatement of the Tax Levies on Public Revenue
Bonds Series "A" of 1981.**

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

WHEREAS, By an Ordinance passed on May 29, 1981, the City Council of the City of Chicago levied a direct annual tax upon all taxable property in the City of Chicago, Illinois, for the purpose of paying such annual rentals as were provided by a lease agreement between the City of Chicago and the Public Building Commission of Chicago; and

WHEREAS, The Public Building Commission of Chicago, because of a statutory restriction on the percentage rate of interest payable on its obligations has been unable to sell its Building Revenue Bonds, Series "A" of 1981 (the "Bonds"); and

WHEREAS, On account of the inability to sell these Bonds, the lease agreement has not been executed and the rent, which would have been due thereunder, is not owing; now, therefore,

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

SECTION 1. The County Clerks of Cook County, Illinois and Du Page County, Illinois, are hereby directed and authorized to abate the total amount of taxes levied for the purposes of providing the funds required to pay annual rentals to the Public Building Commission of Chicago as such taxes were levied in an Ordinance passed May 29, 1981; such amounts being as follows for the following years:

<i>Year of Levy</i>	<i>Amount of Tax</i>
1981	\$ 10,352,000
1982	8,885,980
1983	8,836,160
1984	8,758,780
1985	8,752,950
1986	8,804,890
1987	8,603,490
1988	8,671,860
1989	8,473,110
1990	8,431,240
1991	8,320,470
1992	8,239,910
1993	8,175,780
1994	8,114,300

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook County, Illinois and Du Page County, Illinois, a certified copy of this abatement ordinance.

SECTION 3. This ordinance shall be effective upon its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Barden, Streeter, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Clewis, Axelrod, Schuller, Volini, Orr, Stone--37.

Nays--None.

Alderman Kenner 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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 not being a part of the ordinance):

Police/Beat Representative Program, No. 1811 W. 63rd St.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from George Heavens and Alice Heavens, his wife, as joint tenants, for approximately 1,448 square feet of office space located at No. 1811 W. 63rd Street, for use by the Beat Representative Program of the Department of Police; such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 9004 of this Journal]

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

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

Rider "A"

Notification Provision.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Assistant Comptroller, 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provision

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

Three Hundred Thirteen and no/100 dollars (\$313.00) per month for the period beginning January 1, 1982 and ending December 31, 1982;

Three Hundred Thirty-eight and no/100 dollars (\$338.00) per month for the period beginning January 1, 1983 and ending December 31, 1983;

Three Hundred Sixty-five and no/100 dollars (\$365.00) per month for the period beginning January 1, 1984 and ending December 31, 1984.

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

Rider "C"

Lessor under this lease shall:

Replace broken and missing floor tiles prior to execution of lease

(Continued on page 9005)

36-Short Form

Lease No. 77

Form C. O. No. 18

City of Chicago

1b

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between George Heavens and Alice Heavens, his wife, as joint tenants_____, as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the LessorS do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1,448 square feet of office space on the first (1st) floor at 1811 West 63rd Street, for use as an area center for the Beat Representative Program, Department of Police

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1982, and ending on the 31st day of December A. D. 1984. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at George Heavens, 1813 West 63rd Street, Chgo., Ill. 60636 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 shall comply with the Provisions of the Municipal Building Code.

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

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof

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

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

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

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

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

[Signature forms omitted]

(Continued from page 9003)

Provide and pay for heat, maintain heating plant and equipment in good operable condition

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

Provide two (2) sleeve air-conditioning units

Maintain interior and exterior of building, including all mechanical components

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

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

Lessee under this lease shall:

Pay electricity as metered

Provide and pay for custodial service

Provide and pay for plate glass insurance

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

Additional Clauses:

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

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

*Police/Beat Representative Program
No. 5005 S. Ashland Av.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Andrew Wirtel, as beneficiary, under Marquette National Bank, Trust No. 7847, dated June 2, 1977, for approximately 1,317 square feet of office space located at No. 5005 S. Ashland Avenue for use by the Department of Police/Beat Representative Program, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on
page 9007 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 of demand upon the Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptrollers Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rider "B"

Rental Payment Provision

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

Three Hundred Forty and no/100 (\$340.00) Dollars per month for the period beginning on the 1st day of February, 1982 or date of occupation, whichever occurs later, (with said rental rate being prorated on a per diem basis, if initial term does not commence on the first day of a month) and ending on the 31st day of January, 1983;

Three Hundred Fifty-five and no/100 (\$355.00) Dollars per month for a period beginning on the 1st day of February, 1983, and ending on the 31st day of January, 1984;

Three Hundred Seventy and no/100 (\$370.00) Dollars per month for a period beginning on the 1st day of February, 1984, and ending on the 31st day of January, 1985.

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

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

As Beneficiary, Under Marquette National Bank Trust,

Trust No. 7847, Dated June 2, 1977

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

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1,317 square feet of office space Located on the Ground Floor at 5005 South Ashland Avenue for the Beat Representative Program of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February or date of occupation whichever occurs later. A. D. 19 82, and ending on the 1st day of January A. D. 19 85. Lessee has the right to terminate this lease. Upon Thirty (30) Days Prior Written Notice to Lessor at 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 Andrew Wirtel, 5005 South Ashland Ave., Chgo., IL or at such other place as the Lessor from time to time in writing may appoint. For Lessor and Lessee Notification Provision See Rider "A" Attached Hereto and Made a Part of For Rental Payment Provision See Rider "B" Attached Hereto and Made a Part of. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor Shall Comply With the Provisions of the Municipal Building Code.

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

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof.

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

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

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

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

[Signature forms omitted]

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

- Paint entire premises prior to execution of lease
- Spackle and paint ceiling prior to execution of lease
- Replace linoleum in rear section of store prior to execution of lease
- Replace damaged window shade in rear section of store prior to execution of lease
- Replace damaged or missing fluorescent fixtures prior to execution of lease
- Install one (1) window air-conditioning unit prior to lease execution and maintain same
- Install two (2) more electrical wall outlets in front section prior to execution of lease
- Replace toilet seat prior to execution of lease
- Remove all debris from store prior to execution of lease
- Provide hot and domestic water and maintain plumbing in good operable condition
- Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises
- Provide and pay for janitorial service
- Maintain interior and exterior of building, including all mechanical components
- Pay real estate taxes and other levies assessed against said premises within deadlines established by the governmental taxing bodies
- Provide and maintain at all times public liability insurance in the amount of \$300,000 per occurrence and \$100,000 aggregate bodily injury and \$100,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date.
- Should any of the above described policies be cancelled on or 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 custodial service.

Lessee under this lease shall:

- Pay for electricity as metered, including electricity for window air-conditioning.
- Provide and maintain plate glass insurance.

Additional clauses to be included:

- In the event of a breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this Lease immediately upon giving written notice by certified

or registered mail to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this Lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this Lease, or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code 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 and 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.

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

**City Comptroller Authorized to Execute Lease at
No. 20 N. Clark St. for Dept. of Law.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to execute a lease at No. 20 N. Clark Street for the Department of Law.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--44.

Nays--Aldermen Marcin, Oberman--2.

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

The following is said ordinance as passed:

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

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

[Lease attached to this ordinance printed on page 9011 of this Journal]

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

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

Rider "A"

Notification Provision

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

Rider "B"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

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

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

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

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

Provide and maintain elevator service at all times.

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

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

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

Right to terminate this lease upon thirty (30) days prior written notice, to the Lessee at address cited herein, said cancellation right not to be exercised prior to October 31, 1982.

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

Lessee under this lease shall:

Pay for electricity as separately metered.

Have the right to terminate this Lease upon thirty (30) days prior written notice to Lessor at address cited herein, said cancellation right not to be exercised prior to October 31, 1982.

LEASE-Short Form

Lease No. 152A

Form C. O. No. 18

City of Chicago

7 This Agreement.

Made this..... day of.....

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

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

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January

A. D. 19 82, and ending on the 31st day of December A. D. 19 82 ~~XXXXXX~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Collins Tuttle & Co., Inc., 20 N. Clark, Chicago, Ill. 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

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Fourteen Thousand Eight Hundred Eighty-Six Dollars and 45/100 (\$14,886.45) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

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

For Responsibilities of Lessor and Lessee

See Rider "B"

Attached Hereto and Made a Part Hereof

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

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

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

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

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

[Signature forms omitted]

**Lease Agreement Authorized between City and Sie's Inc. for Vacant
Property Located at No. 558 W. Lake St. for Vehicle Parking.**

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

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 to Sie's Incorporated for approximately 4,230 square feet of vacant property at 558 West Lake Street to be used for parking purposes; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Council in the following form:

[Lease attached to this ordinance printed on page 9013 of this Journal]

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

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

Rider "A"

Rental Payment Provision

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

Three Hundred Fifty and no/100 (\$350.00) dollars per month for the period January 1, 1982 to December 31, 1983 and:

Four Hundred and no/100 (\$400.00) dollars per month for the period January 1, 1984 to December 31, 1984.

Rent is payable in advance on the 1st day of each calendar month.

Rider "B"

Lessee and Lessor Responsibilities

Lessee shall pay in addition to the rental for said premises, all general taxes, leasehold taxes and special assessments, if any, assessed against or levied upon said premises or upon lessee.

Lessee shall comply at all times with the provisions of the Municipal Building Code in the use of said premises.

Lessee shall 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 lessor 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 lessor 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 lessee shall mail to the lessor at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee shall not construct any building or structures or make any improvements on said premises without receiving prior written consent of lessor.

(Continued on page 9014)

[Signature forms omitted]

(Continued from page 9012)

Lessee shall be responsible for the payment of all permits or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.

Lessee agrees to indemnify and hold lessor harmless against all liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to or recovered from lessor by reason of or on account of damages to the property of the lessor or injury to or death of any person, arising from lessee's use and occupancy of and operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against lessor for any cause for which lessee is liable hereunder shall be conclusive against lessee as to liability and amount.

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of use thereof, by the lessee, its employees, agents, or servants. Lessee further agrees that the lessor shall not be liable, and lessee waives all claims for damages to property or injury to any person resulting from any act or omission of lessor, its agents, employees or servants.

Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow any transfer hereof or any lien upon lessee's interest by operation of law; (c) sublet the premises or any interests thereof; (d) permit the use or occupation of the premises or any part thereof by anyone other than the lessee without, in each and every case obtaining the prior written approval of the lessor.

Lessee shall have the right to terminate this lease upon ninety (90) days prior written notice, said cancellation right not to be exercised prior to December 31, 1982.

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

Lessor shall have the right, without any obligation to inquire into validity thereof, at all times to pay taxes, assessments, water, rents or other charges herein agreed to be paid by lessee, which shall remain unpaid after becoming payable and pay to, and redeem said premises from sales, liens, charges and claims arising therefrom, and the amount so paid by lessor, including responsible expenses, shall be so much additional rent due from lessee to lessor upon demand after such payments.

In every instance where it shall be necessary or desirable for the lessee to serve any notice or demand upon lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location. In every instance where it shall be necessary or desirable for the lessor to serve any notice or demand upon lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to lessee as follows: SIE'S Incorporated, 412 South Dearborn Street, Chicago, Illinois, 60605; said notice or demand shall be deemed to have been served at the times copies are received at said location.

In the case of termination of this lease by lapse of time or under any provision contained herein, at the election of the lessor, and if lessee shall hold possession of the said premises, or any part thereof, one day after the same should be surrendered according to the terms of this lease, lessee shall be deemed guilty of forcible detainer of said premises and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

In the case of termination of this lease by lapse of time or under any provision contained herein, all additions, extensions, alterations and improvements to and upon the demised property whether made by lessor or lessee, shall be and remain the property of lessor without any obligation whatsoever upon lessor to pay or allow to lessee compensation or credit therefor, except as hereinafter expressly stated.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Ordinance Amended Authorizing a Lease to the City of Chicago for Premises
Located at No. 180 N. LaSalle St.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance passed on May 29, 1981, C.J. p. 6217, authorizing a revision of a lease to the City of Chicago, for premises located at No. 180 N. LaSalle Street.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--Alderman Marcin--1.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance and lease passed by the City Council on May 29, 1981, page 6217, granting permission to the Fire Department to use and occupy office space on the third (3rd) floor of LaSalle Plaza, 180 North LaSalle Street, Chicago, Illinois, be and the same is hereby amended by striking out both the ordinance and lease, wherever it appears, the following:

"Fire Department"

and inserting in lieu thereof:

"Department of Law":

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

**International Terminal Facilities Agreement Authorized with Air Jamaica, Ltd.
at Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize lease agreement with Air Jamaica, Ltd. for International Terminal Facilities 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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 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 International Terminal Facilities Agreement with Air Jamaica, Ltd., for premises at Chicago-O'Hare International Airport, said agreement to be in the following form:

[International Terminal Facilities Agreement printed on
pages 9017 - 9043 of this Journal]

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

**Lease Agreement Authorized with Simmons Airlines, Inc. for
Concourse "A" Space at Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith to authorize space for Concourse "A" at Chicago-O'Hare International Airport with Simmons Airlines, Inc.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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:

Continued on page 9044)

LEASE OF INTERNATIONAL TERMINAL FACILITIES

THIS LEASE, made and entered into as of this _____, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and _____ Air Jamaica Limited _____, a corporation organized and existing under and by virtue of the laws of _____ Jamaica _____ (hereinafter referred to as "Airline");

W I T N E S S E T H:

WHEREAS, City owns and operates the airport known as Chicago-O'Hare International Airport (a plat of said airport being attached as Exhibit A to the agreement of _____ 1*, entitled and hereinafter referred to as the Airport Use Agreement, between City and Airline), situated in the County of Cook and the County of DuPage, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants-in-Aid, Approved Revenue Bonds (as such term is hereinafter defined) or any other funds of any nature whatsoever, referred to as the "Airport:), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, City has adopted an ordinance providing for the issue of revenue bonds, the proceeds of which have been or are being used, among other things, for the construction of additional passenger terminal facilities at the airport, according to plans and specifications prepared by C. F. Murphy Associates, Architects, and on file in the office of the Clerk of City.

NOW, THEREFORE, for and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth therein) and the mutual covenants and agreements herein contained and other valuable considerations, the parties hereto covenant and agree as follows:

1* "January 1, 1959," for U. S. flag international carriers; "even date herewith" for foreign flag international carriers.

ARTICLE IPREMISES

Section 1.01. Lease of exclusive space in International Terminal Building. City leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the exclusive use of the following space, improvements and facilities (hereinafter referred to as "Airline's Exclusive Terminal Building Space") located at the Airport In Terminal Building No. 1 (hereinafter, together with the concourses thereof, referred to as the "International Terminal Building"), as shown on Drawings "Chicago-O'Hare International Airport Area Assignments, revised December 31, 1979, (hereinafter referred to as "Area Assignment Drawings" on file in the office of the Department of Aviation, City of Chicago (copies of which have been furnished to Airline), and as shown below:

(a) 281 square feet of space designated on Drawing Number 36.0 as Area Number(s) 1B-55-U1, Airline Ticket Area, and hereinafter referred to as "Airline's Ticket Counter Space";

(b) 236 square feet of space designated on Drawing Number 36.0 as Area Number(s) 1B-55-U2, Office Space, and hereinafter referred to as "Airline's Office Space"; and

(c) _____ square feet of space designated on Drawing Number(s) _____ as Area Number(s) _____, Airline Operation Area, and hereinafter referred to as "Airline's Operations Space";

(d) _____ square feet of space designated on Drawing Number(s) _____ as Area Number(s) _____, Airline Outbound Baggage Area, and hereinafter referred to as "Airline's Outbound Baggage Space";

including in each case, improvements and facilities therein.

Such use shall include the use of Airline's Exclusive Terminal Building Space for the following purposes:

(a) the maintenance and operation, in connection with the conduct by Airline of air transportation, of ticketing and passenger and baggage handling facilities and reservations offices in Airline's Ticket Counter Space, of customer relations and waiting room facilities, reservations offices and administrative offices in Airline's Office Space and of passenger handling, customer relations and waiting room

facilities, reservations offices, administrative offices, operations offices, baggage, cargo and mail handling and storage facilities (excluding the handling or storage of cargo or mail in connection with exclusive freight or cargo flights), rest room and related facilities in Airline's Operations Space;

(b) the training of personnel in the employ of or under the direction of Airline;

(c) the maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing, including, without limitation, the furnishing of beverages in customer relations facilities; provided, however, that unless the Commissioner of Aviation shall otherwise consent, no charge shall be made by Airline for beverages furnished by it in customer relations facilities; and

(d) the carrying on of other operations and activities reasonably necessary or convenient to the conduct by Airline of air transportation, provided, however, that all such other operations and activities shall be subject to the approval of the Commissioner of Aviation;

provided, however, that the foregoing shall not permit the use of Airline's Exclusive Terminal Building Space for the sale of air travel insurance or public restaurants or merchandising operations, or the conduct of any business separate from Airline's operation of an air transportation system.

The exclusive use by Airline of Airline's Ticket Counter Space, however, is subject to the right of other Airline Party or Parties to use, in common with Airline, for the purpose of conveying baggage to the Airline Baggage Space, hereinafter referred to, the baggage conveyor system and baggage chutes now or hereafter installed in Airline's Ticket Counter Space, such right of use by any other Airline Party or Parties, however, being subject to the limitation that proper use by Airline of such baggage conveyor system and baggage chutes is not unreasonably interfered with. Airline is hereby granted a similar right to use any baggage conveyor system and baggage chutes now or hereafter installed in any space in the International Terminal Building leased by City to any Airline Party or Parties for its exclusive use for ticket counter purposes.

Section 1.02. Lease of outbound joint space in International Terminal Building. City leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the use, in common with any other Airline Party or Parties scheduling departures from the International Terminal Building, of the following space, improvements and facilities (hereinafter referred to as "Airline Outbound Joint Space") located in the International Terminal Building, as shown on Area Assignment Drawings, and as shown below:

(a) 623 square feet of space designated on Drawing Number 36.0 as Area Number 1B-50-U1, "Airline Toilet and Lockers", and hereinafter referred to as the "Airline Toilet Space";

(b) 5,238 square feet of space designated on Drawing Number 35.0 as Area Number 1B-50-L2, "Airline Out Baggage", and hereinafter referred to as the "Airline Baggage Space";

(c) 179 square feet of space designated on Drawing Number 35.0 as Area Number 1B-50-L3, and hereinafter referred to as, the "Sanitary Room Space";

(d) 480 square feet of space designated on Drawing Number 35.0 as Area Number 1B-50-L1, and hereinafter referred to as, the "Airline Toilet and Locker Space"; and

(e) 13,404 square feet of space designated on Drawing Numbers 36.0, 38.0, and 39.0 as Area Number(s) 1B-50-U2, BC-50-L1, BC-50-L2, B-50-L1, B-50-L2, and C-50-L1, "Airline Hold Area", and hereinafter referred to as the "Airline Departure Space";

including, in each case, improvements and facilities therein.

The Airline Toilet Space may be used for the maintenance and operation of locker, rest room and related facilities.

The Airline Baggage Space may be used for the purpose of receiving, storing and delivering outgoing and incoming baggage, respectively, the maintenance and operation of baggage handling, locker, rest room and related facilities, and in addition, to the extent not interfering with other authorized uses by any other Airline Party or Parties, receiving, storing and delivering of cargo and mail, other than in connection with exclusive freight or cargo flights.

The Sanitary Room Space may be used for the maintenance and operation of facilities for the disposal of airplane toilet waste.

The Airline Toilet and Locker Space may be used for the maintenance and operation of locker, rest room and related facilities.

The Airline Departure Space may be used for passenger handling, customer relations and waiting room facilities.

The Airline Outbound Joint Space, or any part thereof, may be maintained and operated by Airline in conjunction with other Airline Party or Parties, directly or, with the prior consent of the Commissioner of Aviation, through another designated by it or them.

Section 1.03. Lease of inbound joint space in International Terminal Building. City leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the use in common with other Airline Party or Parties, whose arriving passengers are subject to inspection in the Federal Inspection Area (referred to in Section 1.04.), of the following space, improvements and facilities (hereinafter referred to as "Airline Inbound Joint Space") located in the International Terminal Building, as shown on Area Assignment Drawings, and as shown below:

(a) 575 square feet of space designated on Drawing Number 33.0 as Area Number 1A-50-L2, "Airline Transfer Baggage", and hereinafter referred to as the "Airline Transfer Baggage Space";

(b) 400 square feet of space designated on Drawing Number 33.0 as Area Number 1A-50-L1, "Airline Information Counter", and hereinafter referred to as the "Airline Information Counter Space";

including, in each case, improvements and facilities therein.

The Airline Transfer Baggage Space may be used for processing transfer baggage from inbound flights of any Airline Party or Parties.

The Airline Information Counter Space may be used for giving information and help to airline arriving passengers in connection with problems including, but not limited to, language interpretation, local transportation and accommodation, and transfer to other flights.

The Airline Inbound Joint Space, or any part thereof, may be maintained and operated by Airline in conjunction with other Airline Party or Parties, directly or, with the prior consent of the Commissioner of Aviation, through another designated by it or them.

Section 1.04. Availability of Federal Inspection Area. The City shall provide and make available to the United States, for the inspection of passengers and their baggage by the United States for United States customs, public health, immigration, plant quarantine, and drug enforcement purposes, the following space, improvements and facilities (hereinafter referred to as "Federal Inspection Area") located in the International Terminal Building as shown on Area Assignment Drawings, and as shown below:

(a) 950 square feet of space designated on Drawing Number 33.0 as Area Number(s) 1A-47-L1, and 1A-47-L2, "Public Health", and hereinafter referred to as the "Public Health Space";

(b) 7,525 square feet of space designated on Drawing Number 33.0 as Area Number 1A-45-L1, "Immigration", and hereinafter referred to as the "Immigration Space";

(c) 580 square feet of space designated on Drawing Number 33.0 as Area Number 1A-48-L1, "Plant Quarantine", and hereinafter referred to as the "Plant Quarantine Space"; and

(d) 18,873 square feet of space designated on Drawing Numbers 33.0 and 35.0 as Area Number(s) 1A-46-L1, 1A-46-L2, and 1B-46-L1, "Customs", and hereinafter referred to as the "Customs Space"; and

(e) 200 square feet of space designated on Drawing Number 33.0 as Area Number 1A-34-L1, "Drug Enforcement" and hereinafter referred to as the "Drug Enforcement Space";

including in each case, improvements and facilities therein.

The reimbursement charge for the Federal Inspection Area is subject to certain reductions during the entire term of the Lease, all as provided in Section 3.04. hereinafter.

The City shall have the right to lease any part of the Federal Inspection Area during the term of this Lease to any of the Federal Inspection Agencies operating in such space. The effect of such lease or leases on reimbursement charges payable by Airline and other Airline Party or Parties shall be as provided in Section 3.04.

Section 1.05. Use of Passenger Ramp Area. In addition to having all rights to use Public Passenger Ramp Areas as provided in the current Airport Use Agreement, between City and Airline, Airline shall have the right to park aircraft on such areas, at gate positions which are adjacent to the International Terminal Building, as shown on Drawing Number 30, Area Assignment Drawings, without additional charge of any kind being levied by City for such aircraft parking.

Section 1.06. International Terminal Building Public Facilities. City grants to Airline, its employees, agents, passengers, guests, patrons and invitees, and its or their suppliers of materials and furnishers of service, the right to use in common with others, subject to rules and regulations promulgated by City in accordance with Article VI hereof, all space, improvements, facilities, equipment and services (hereinafter referred to as the "International Terminal Building Public Facilities"), now or hereafter provided by City for public use at or in connection with the International Terminal Building, including, without limitation, public passenger walkways, public passenger loading facilities, public lobbies, public lounges, public waiting rooms, public hallways, stairways and escalators, public rest rooms and other public conveniences.

Section 1.07. Ingress and egress. Right to purchase property. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline shall have the right and privilege over the Airport of ingress to and

egress from the premises and facilities described in Section 1.01., 1.02., 1.03., 1.04., 1.05., and 1.06. hereof for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property, and except as in this Lease or in any other agreement between City and Airline otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. Public automobile parking areas at the Airport shall be made available for use of employees of Airline at a reasonable monthly rate and in locations to be determined by the Commissioner of Aviation. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas (subject, however, to the foregoing provisions respecting employee parking) or sightseeing facilities, or for the use of ground transportation to or from the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires, to the public at the airport of services, insurance, food and merchandise, or preclude City from imposing any tax, permit or licensee fee not inconsistent with the rights and privileges granted to Airline hereunder.

Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Section 1.08. Use of premises on behalf of or by others. Any of the premises leased to Airline under Section 1.01., 1.02., 1.03., or premises made available pursuant to Section 1.04., hereof may also be used, in whole or in part, by Airline on behalf of or in conjunction with any other Airline Party or Parties, in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use such premises in its own behalf in connection with its conduct of air transportation. Airline shall also be entitled to sublease any of such premises, in whole (subject to the prior approval of City) or in part, to any other Airline Party or Parties, for use in connection with the conduct of air transportation by such other Airline Party or Parties, to the same extent as Airline is entitled to use such premises in its own behalf in connection with its conduct of air transportation. In case of any use of any of such premises by Airline on behalf of or in conjunction with any other Airline Party or Parties, or in case of any sublease of any of such premises to any other Airline Party or Parties, Airline shall remain liable for its obligations hereunder and the rights and privileges granted hereunder to Airline, its employees, agents, passengers, guests, patrons and invitees and its or their suppliers of materials and furnishers of service shall, to the same extent, be granted with respect to such premises to such other Airline Party or Parties, and its or their employees, agents, passengers, guests, patrons and invitees, suppliers of materials and furnishers of service.

Notwithstanding the foregoing provisions of this Section 1.08., no use of any of the premises leased to Airline under Section 1.01., 1.02., or 1.03., hereof may be made by Airline on behalf of or in conjunction with any other Airline Party or Parties, and no sublease of any part of such premises may be made by Airline to any other Airline Party or Parties, except in each case with the consent of the Commissioner of Aviation, if such use or sublease involves payment to Airline by any such other Airline Party or Parties, of any amount greater than Airline's expense with respect to the premises, facilities and building maintenance services used by, furnished to or subleased to such other Airline Party or Parties.

ARTICLE II

TERM

The term of this Lease shall be for a period commencing on _____ the day of authorizing ordinance by the City Council of the City of Chicago and ending on December 31, 1984. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this agreement by sixty (60) days notice to the other party in writing of this election so to do.

ARTICLE III

RENTALS AND CHARGES

Section 3.01. Rental Payable by Airline for Exclusive Space. Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City, as rental for Airline's exclusive Terminal Building Space, a monthly rental of Five Hundred Seventy Four and 74/100 Dollars (\$574.74).

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 pro rata share of a monthly rental of Fifteen Thousand Thirty-Two and No/100 Dollars (\$15,032.00) computed as follows:

(a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing such space in common; and

(b) Eighty percent (80%) thereof shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers enplaned by Airline at the International Terminal Building during the month second preceding the month for which such billing is rendered bears to the total number of passengers so enplaned by Airline and such other Airline Party or Parties.

Section 3.03. Rental Payable by Airline or 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 pro rata share of a monthly rental of One Thousand Four Hundred Eighty-Six and 92/100 Dollars (\$1,486.92) computed as follows:

(a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing such space in common; and

(b) Eighty percent (80%) thereof shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airlines at the International Terminal Building during the month second preceding the month for which such billing is rendered bears to the total number of passengers so deplaned by Airline and such other Airline Party or Parties.

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 pro-rata 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 herein-after provided, computed as follows:

(a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties; and leasing space in the International Terminal Building; and

(b) Eighty percent (80%) thereof shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airline at the International Terminal Building, and using the Federal Inspection Area, during the month second preceding the month for which such billing is rendered bears to the total number of passengers so deplaned by Airline and such other Airline Party or Parties.

The City shall lease or issue a permit covering the use of Federal Inspection Area or so much thereof as is possible to the United States as soon as the United States or any of the Federal Inspection agencies thereof are willing and legally empowered to lease or otherwise hire such space or the use thereof at a rental rate or fee equal or as close as possible to the City's reimbursement charge for such space as provided in Article III hereof.

City shall assess and collect from all aircraft operators using the Federal Inspection Area (other than Airline Party or Parties paying a pro-rata share of the aforesaid monthly reimbursement charge and other than aircraft operators who are being handled by and whose passengers are being processed by such an Airline Party or Parties), a use charge for each of their passengers and crew inspected in the Federal Inspection Area. Such charge, however, shall be subject to establishment by ordinance by City after consulting with and giving due consideration to suggestions by the International Airlines Representative; so that such charge as far as practicable may not be less than the estimated equivalent average charge paid by the aforesaid Airline Party or Parties for each of their passengers inspected in the Federal Inspection Area.

The monthly reimbursement charge payable by the Airline Party or Parties shall be reduced by such amounts, hereinabove referred to, as shall be collected by the

City from (a) the United States Government for use of the Federal Inspection Area, and (b) the aforesaid aircraft operators, by giving credit as soon as practicable after such receipts.

If a Terminal Use Charge per aircraft is in effect for such other aircraft operators, pursuant to City ordinance, in lieu of Federal Inspection Area use charge per person, the total Federal Inspection Area reimbursement charge shall be reduced by that portion of each such use charge collected in the month second preceding the month of billing, which represents the average individual aircraft cost of using such Federal Inspection Area by aircraft of any other Airline Party or Parties leasing space in the International Terminal Building, during the previous Fiscal Year, but in no event shall more than the whole of any such charge be credited.

Section 3.05. International Terminal Adjustment Charge. In addition to all other sums payable hereunder, Airline agrees to pay, from the date hereof, its pro-rata share of an International Terminal Adjustment Charge of Twenty-Five Thousand Nine Hundred Forty-Eight and No/100 Dollars (\$25,948.00) per month, such pro-rata share to be computed as follows:

(a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing space in the International Terminal Building, except that airlines conducting arrival operations only shall pay one-half share while airlines conducting both arrival and departure operations shall pay one full share;

(b) Eighty percent (80%) shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers enplaned and deplaned by Airline at the International Terminal Building during the month second preceding the month for which such billing is rendered bears to the total number of passengers so enplaned and deplaned by Airline and such other Airline Party or Parties.

In the event that Commissioner of Aviation and International Airlines Representative agree to allow aircraft operators other than Airline Party or Parties to use either Airline Outbound Joint Space or Airline Inbound Joint Space or both, and if at the time a Terminal Use Charge per aircraft is in effect for such other aircraft operators pursuant to City ordinance, the total International Terminal Adjustment Charge shall be reduced by that portion of each such use charge collected in the month second preceding the month of billing, which represents the average individual aircraft cost of using such joint space by aircraft of all Airline Party or Parties leasing space in the International Terminal Building during the previous Fiscal Year, but in no event shall more than the whole of any such charge be credited.

Section 3.06. Provisions Relating to Airline Joint Charges. Airline shall prepare the necessary passenger statistics required by the Commissioner of Aviation and City Comptroller, to compute the proportion of joint space rentals and charges under this Article III, which shall be reported monthly, as directed by the Commissioner of Aviation and City Comptroller, not later than the tenth day of the month for which the statistics are prepared, which is the second month preceding the month for which billing is rendered, e.g., June statistics are the basis

for August joint space billings. City shall then prepare and submit to Airline and the other Airline Party or Parties involved monthly invoices for the following month's charges, setting forth their respective pro rata share of such rentals and charges.

When an Airline Party or Parties begins operations at the International Terminal Building after the date hereof, the eighty percent (80%) share of Airline Joint Charges referred to in each of Sections 3.02., 3.03., 3.04., and 3.05., shall be computed for the third month by giving double weight to such Airline's passenger statistics of the first month, and shall be computed for the fourth month by giving double weight to such Airline's passenger statistics of the second month.

Airline shall be responsible only for the payment of the amounts prorated and billed to it in accordance with the provisions of Section 3.02., 3.03., 3.04., and 3.05., and shall not be responsible for any part of amounts prorated and billed to any other Airline Party or Parties.

In the event the Lease of any other Airline Party or Parties leasing space or paying charges in common with Airline pursuant to Sections 3.02., 3.03., 3.04., or 3.05., shall be terminated and such Airline is no longer using such space, the total monthly rental therefor shall be prorated, effective, as of the first day of the next succeeding calendar month, among the other Airline Party or Parties obligated to pay a pro rata share of the said rental.

The proration formulas set forth in Section 3.02., 3.03., 3.04., and 3.05., may be revised with approval of the Commissioner of Aviation by notice through the International Airlines Representative to the Commissioner of Aviation and City Comptroller, from time to time by a majority of the Airline Party or Parties paying a pro rata share of the rent and charges for the space to which the formula in question applies. Such majority shall mean a numerical majority, which majority must also have had enplaned in the case of Sections 3.02., deplaned in the case of Section 3.03., and 3.04., and enplaned plus deplaned in the case of Section 3.05., a majority of the passengers at the International Terminal Building during the most recent six-month period for which such information is available.

Section 3.07. Pay of Rentals and Charges. Airline shall pay to City at the office of City Comptroller of City on or before the first calendar day of each month for which such rental and charges are payable (a) all rental payable for Airline's Exclusive Terminal Building Space in accordance with Section 3.01., and (b) Airline's pro rata share of Airline Outbound Joint Space Rental, Airline Inbound Joint Space Rental, Federal Inspection Area Reimbursement Charge, and International Terminal Adjustment Charge in accordance with the provisions of Section 3.02., 3.03., 3.04., and 3.05., respectively. Rental and charges for Airline's Exclusive Terminal Building Space for a period less than a full calendar month shall be prorated on a daily basis. Any rental or charge payable by Airline hereunder which is not paid when due shall bear interest at the rate of seven percent (7%) per annum from the due date thereof until paid.

ARTICLE IV

CONSTRUCTION, MAINTENANCE AND REPAIR BY AIRLINE

Section 4.01. Construction, maintenance and repair in exclusive and joint space in International Terminal Building. Airline may construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, in all or any part of Airline's Exclusive Terminal Building Space, Airline Outbound Joint Space, and Airline Inbound Joint Space. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation prior to the commencement of construction or installation. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair. No restrictions shall be placed upon Airline as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

Airline shall have the responsibility for keeping Airline's Exclusive Terminal Building Space, and together with the other Airline Party or Parties shall have responsibility for keeping Airline Outbound Joint Space, Airline Inbound Joint Space, and the Federal Inspection Area (except to the extent that Federal Inspection Agencies may have assumed such responsibility) in a sanitary and sightly condition, in accordance with regulations which may be issued on this matter from time to time by the Commissioner of Aviation pursuant to Article VI hereof.

Section 4.02. Covenant against liens. Airline shall keep Airline's Exclusive Terminal Building Space, Airline Outbound Joint Space, and Airline Inbound Joint Space and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 4.03. Performance by City upon failure of Airline to maintain. In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering, causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform

such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

ARTICLE V

MAINTENANCE, OPERATION AND REPAIR BY CITY

Section 5.01. Maintenance and operation. City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, the International Terminal Building and all additions, improvements, facilities and equipment now or hereafter provided by City at or in connection with the International Terminal Building. City shall keep the International Terminal Building, except Airline's Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, Federal Inspection Area, and concession and other rented space, in a sanitary and sightly condition.

City shall maintain and keep in good repair Public Passenger Ramp Area adjacent to the International Terminal Building (including the removal thereof of snow and foreign matter), so as to permit the efficient taxiing, servicing, and loading and unloading of aircraft operated by Airline, and Airline agrees to take such action as the Commissioner of Aviation may reasonably request in order to enable the City to comply with this provision.

City shall at all times maintain the International Terminal Building Public Facilities so as to provide for reasonably unobstructed use thereof by passengers and invitees and shall keep such facilities adequately supplied, equipped (including directional signs), furnished and decorated.

City shall supply heat, water and sewerage facilities for the International Terminal Building Public Facilities, and Airline's Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, and Federal Inspection Area, shall supply air conditioning in the International Terminal Building Public Facilities and in that portion of the Airline's Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, and Federal Inspection Area which according to the plans and specifications on file in the office of the Commissioner of Public Works is to be air conditioned, shall supply adequate electric power for normal use and light in all such Facilities and Space, except in Airline's Operations Space, shall supply electric power lines for normal use adjacent to Airline's Operations Space, and shall supply janitor service in the International Building Public Facilities, which janitor service shall be of a character satisfactory to those scheduled air transportation companies who at the time are lessees of a majority of the space in the International Building which is leased to scheduled air transportation companies; provided, how-

ARTICLE VIRULES AND REGULATIONS

Airline shall observe and obey all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by City, which are reasonably required for the prudent and efficient operation of the Airport and are not inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport or any part thereof, nor inconsistent with safety nor with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration or any other governmental authority having jurisdiction over operations at the Airport.

The City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

City, however, shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of an air transportation business.

ARTICLE VIIEXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

ARTICLE VIIIINDEMNITY AND INSURANCE

Airline agrees to indemnify and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City by reason or on account of damage to the property of City or the property of, injury to or death of any person, arising from Airline's use and occupancy of and operations at the Airport, including acts of its agents, contractors and subcontractors, except when caused by City's

ever, that Airline shall be required to pay to City a reasonable charge for water supplied by City to Airline's Operations Space.

Section 5.02. Taxes on leased premises. City shall pay any and all taxes or special assessments which may be levied or assessed upon the premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

Section 5.03. Enjoyment of rights and privileges. City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the possession and enjoyment of the premises, facilities, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

Section 5.04. Concessionaires. In the event any concessionaire selected by City for the purpose of operating any concession at or in connection with the International Terminal Building shall not operate such concession in a satisfactory and efficient manner, or in the event City shall fail to select a concessionaire for the purpose of furnishing necessary or desirable services or products to the public at or in connection with the International Terminal Building, City shall, upon request of those scheduled air transportation companies who at the time are lessees of a majority of the International Terminal Building which is leased to schedule air transportation companies, use its best efforts to correct such situation, including, if and so long as required, the selection of another concessionaire, provided that City has the authority so to do under the terms of the applicable concession agreement.

City agrees that it will not, during the term of this Lease, either lease or otherwise permit the use of any space, area or facility in any terminal building or otherwise upon the Airport, by way of a concession or otherwise, to any individual, partnership, or corporation engaged in business as a travel agent or travel bureau for the purpose of selling, furnishing or delivering tickets available from any Airline Party or Parties for transportation by air.

Section 5.05. Performance by Airline upon failure of City to maintain and operate. In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required by this Article V to be performed by City, Airline may perform such obligation of City and bill City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airlines so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and bill City for its cost of such performance. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation or otherwise by it of the Airport or any facilities now or hereafter connected therewith.

sole negligence or by the joint negligence of City and any person other than Airline, its agents, contractors and subcontractors; provided that City shall give Airline prompt and timely notice of any claim made or suit instituted which, in any way, affects Airline or its insurer, and Airline or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount.

Airline shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company, companies or insurers whose sound and adequate financial responsibility shall be satisfactory to the City Comptroller, insuring Airline and City against all liabilities for accidents arising out of or in connection with Airline's use and occupancy of and operations at the Airport, except when caused by City's negligence alone or jointly with any person other than Airline, its agents, contractors and subcontractors, and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to the limitations set forth above in respect of City's negligence, to-wit:

Aircraft Public Liability	
Insurance	\$1,000,000 per person \$5,000,000 per accident
Aircraft Property Damage	
Insurance	\$ 500,000 per accident
Comprehensive Public Liability	
Insurance	\$1,000,000 per person \$5,000,000 per accident
Comprehensive Property Damage	
Insurance	\$ 100,000 per accident

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Article, such compliance shall also serve as compliance with the requirements of this Article.

ARTICLE IX

ABATEMENT

Section 9.01. Abatement in event of closing. In the event that the Airport shall be closed for any period of time by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rentals provided herein as payable by Airline shall abate for the period of such closing, or for the period of abatement of rentals for Airline Parties signatory to the Lease of Terminal Facilities dated January 1, 1959, due to such closing, whichever period is the shorter.

In the event the Airport shall be so closed for the landing or taking off of all turbo jet powered aircraft operated by Airline Party or Parties, which at the time are landing or taking off, in the course of normal operations, at one or more airports having facilities similar to those at the Airport, but shall not be closed to the landing or taking off of other aircraft operated by any Airline Party or Parties, then fifty percent (50%) of the rentals provided herein as payable by Airline shall abate for the period of such closing, or for the period of abatement of rentals for Airline Parties signatory to the Lease of Terminal Facilities dated January 1, 1959, due to such closing, whichever period is the shorter, but in no event for more than six (6) months for any single closing, in any fiscal year.

Section 9.02. Abatement on account of casualty. If any part of Airline's International Terminal Building Space shall be rendered untenable by reason of damage or destruction by fire, other casualty, act of God or the public enemy, not due to any fault of Airline, and if City is obligated hereunder to repair such damage or destruction, then the rentals provided herein as payable by Airline for such Space shall be paid up to the date of such damage or destruction, but, unless City shall promptly furnish adequate temporary substitute facilities and expeditiously restore such Space, such rental shall thereafter abate in an amount directly proportional to the percentage of Airline's International Terminal Building Space, as is rendered untenable; provided, however, that if City fails to repair such damage or destruction so that such Space remains untenable for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or, except as provided in Section 5.05. hereof, for City's failure to expeditiously restore such Space.

ARTICLE X

TERMINATION BY CITY

City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due, under the terms of this Lease, shall be accelerated and become due and payable.

(b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(e) The assignment by Airline of its assets for the benefit of its creditors.

(f) The abandonment by Airline of its conduct of air transportation at the Airport.

(g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

ARTICLE XI

TERMINATION BY AIRLINE

Airline may terminate this Lease and any or all of its obligations hereunder at any time that Airline is not in default in the payment of any amount due from it to City hereunder by giving City sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft of any type operated by Airline in scheduled air transportation using facilities similar to those at the Airport and continuance thereof for a period of at least sixty (60) days.

(b) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(c) The issuance of any order, rule or regulation or the taking of any action by the Civil Aeronautics Board or the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system; provided, however, that none of the foregoing is due to any fault of Airline.

(d) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(e) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

(f) The coming into effect of any treaty, convention or agreement or amendment thereto, which shall have the effect of eliminating authority to land at the Airport from the routes which may be operated by Airlines designated by the Government of Jamaica.

(g) The effective day of any permit granted by the Civil Aeronautics Board to any other carrier designated by the Government of Jamaica in lieu of Airline.

(h) The termination or expiration of the Air Transport Agreement between the Government of the United States and the Government of Jamaica signed _____, 19____, effective _____, 19____, provided, however, that if prior to the occurrence of the event specified in clause (c) of this Article, the operation of the foreign air transportation to Chicago authorized in such Air Transport Agreement and related Civil Aeronautics Board permit is authorized by any treaty, convention or agreement to which the United States and Government of Jamaica are or shall become parties, then and in that event, Airline shall not have the right of termination by reason of such clause.

(i) Any action or failure to act by the United States or any Board or agency thereof, or by the Government of Jamaica, or any Board or agency thereof which shall constitute or result in the cancellation or loss of Airline's right to operate into the Airport.

Upon the exercise of this right of termination, all agreements and leases entered into between Airline and City relating to this Airport shall likewise stand terminated.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

ARTICLE XII

TERMINATION BY CITY OR AIRLINE

In addition to any other termination rights provided in this Lease:

(a) City may terminate this Lease and any or all of its obligations hereunder, effective at the end of any fiscal year during the term hereof, by giving Airline sixty (60) days notice of such termination; and

(b) Airline may terminate this Lease and any or all of its obligations hereunder, effective at the end of any fiscal year during the term hereof, by giving City sixty (60) days notice of such termination.

ARTICLE XIII

SURRENDER OF POSSESSION

Upon termination of this Lease, Airline shall surrender the premises leased to it hereunder in as good condition as when received, reasonable wear and tear, damage by fire, other casualty, Act of God or the public enemy excepted.

ARTICLE XIV

RIGHT OF AIRLINE TO REMOVE PROPERTY

Airline shall be entitled during the term of this Lease and for a reasonable time (not exceeding forty-five days) after its termination to remove from the premises involved, or any part thereof, all trade fixtures, tools machinery,

equipment, materials and supplies placed thereon by it pursuant to this Lease, subject, however, to any valid lien City may have thereon for unpaid rentals or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal.

ARTICLE XV

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, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967, Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq.; and all amendments to those statutes and executive orders and regulations of the United States 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 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, 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 serves 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

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.

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 XVIDEFINITIONS

The following terms, when used in this Lease shall have the following meanings:

Section 15.01. Revenue Bond Ordinance. "Revenue Bond Ordinance" shall mean the Ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said bonds," adopted the 29th day of December, 1958.

Section 15.02. Approved Revenue Bonds. "Approved Revenue Bonds" shall mean (a) the principal amount of Bonds to be issued pursuant to the provisions of Section 2.02., of the Revenue Bond Ordinance, (b) any additional Bonds which may be issued pursuant to the provisions of Section 2.15 of the Revenue Bond Ordinance to pay the cost of completing improvements as referred to therein, and (c) any additional Bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance for the purpose of constructing additional improvements and extensions referred to therein, if any only if the terms and provisions of such additional Bonds issued under said Section 2.16 and of the Supplemental Ordinance or Ordinances of City authorizing their issue shall have been approved by the Airlines Representative.

Section 15.03. Airport Consultant. "Airport Consultant" shall mean the Airport Consultant acting as such under the Revenue Bond Ordinance.

Section 15.04. Consulting Engineer. "Consulting Engineer" shall mean the Consulting Engineer acting as such under the Revenue Bond Ordinance.

Section 15.05. Fiscal Year. "Fiscal Year" means the fiscal year of City commencing January 1 and ending December 31.

Section 15.06. Approved Maximum Landing Weight. The "Approved Maximum Landing Weight" of any aircraft shall mean the maximum landing weight approved by the Federal Aviation Administration for landing such aircraft at the Airport.

Section 15.07. Public Passenger Ramp Area. The "Public Passenger Ramp Area" shall mean any area or areas of improved unleased land situated on the Airport which are designated from time to time by the Commissioner of Aviation to be used for the loading and unloading of passengers upon or from aircraft and for activities incidental thereto.

Section 15.08. Airline Parties. "Airline Parties" shall mean at any time those air carriers who then have agreements with City, substantially the same as the Airport Use Agreement, except as to any difference in the length of term thereof, under which they agree to pay to City, in connection with each fee landing at the Airport of aircraft operated by them, Flight Fees on the basis and in the manner provided in the Airport Use Agreement and who are either:

(a) scheduled air carriers holding certificates of public convenience and necessity issued by the Civil Aeronautics Board.

(b) foreign air carriers holding foreign air carrier permits issued by the Civil Aeronautics Board, or

(c) air carriers holding certificates of convenience and necessity issued by the Illinois Commerce Commission (or any successor thereto).

Section 15.09. Majority in Interest of Airline Parties. The "Majority in Interest of Airline Parties" shall mean at any time the then Airline Parties who (a) operated during the next preceding fiscal year at least fifty percent (50%) of all scheduled international aircraft departing from the International Terminal Building, and (b) carried during the next preceding fiscal year at least fifty percent (50%) of the arriving passengers who were provided service by any one or more of the Federal Inspection Agencies in the Federal Inspection Area.

Section 15.10. International Airlines Representative. The "International Airlines Representative" at any time shall mean such person (and such alternates, in such order) then designated by a Majority in Interest of Airline Parties by notice to the Commissioner of Aviation. Any such designation of such Representative shall remain in full force and effect until revoked or modified by a Majority in Interest of any Airline Parties by notice to the Commissioner of Aviation.

Section 15.11. City Comptroller. The "City Comptroller" shall be concerned with fiscal matters for the Airport and shall mean for the purpose of this Lease the City Comptroller of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 15.12. Commissioner of Aviation. The "Commissioner of Aviation" shall be concerned with the operation and maintenance of the Airport and shall mean for the purpose of this Lease the Commissioner of Aviation of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 15.13. Commissioner of Public Works. The Commissioner of Public Works" shall be concerned with construction at the Airport and shall mean for the purpose of this Lease the Commissioner of Public Works of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 15.14. Federal Aviation Administration, Civil Aeronautics Board. The "Federal Aviation Administration" and the "Civil Aeronautics Board" shall each include any successor thereto.

ARTICLE XVII

MISCELLANEOUS

Section 16.01. Treatment of Others. No right or privileges with respect to or rentals for space in the International Terminal Building at the Airport shall be granted by City to any air transportation company in competition with Airline, which are more favorable to such company than those granted to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 16.02. Consents and Approvals of Commissioners. Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld

and shall be deemed to have been given unless within thirty (30) days after receipt of written request from Airlines for such consent or approval, the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall have given Airline a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action.

Section 16.03. Notices. All notices to City provided for herein shall be in writing and may be sent registered mail, postage prepaid, addressed to the Commissioner of Aviation and the City Comptroller of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline _____

Air Jamaica, Ltd.

72-76 Harbour Street

Kingston, Jamaica

or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 16.04. Separability. In the event any covenant, phrase, clause, paragraph, Section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Section, condition, or provision herein contained.

Section 16.05. Assignment or Sublease. Airline shall not assign this Lease and its rights hereunder, except with the prior consent of City, provided, however, the foregoing shall not prevent the assignment of this Lease and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

Airline shall not sublease in whole the premises leased to it hereunder, except with the prior consent of City, and except as otherwise provided in Section 1.08 hereof, Airline shall not sublease in part such premises, except with the prior consent of the Commissioner of Aviation.

Section 16.06. Remedies Cumulative. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 16.07. Headings. The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

Section 16.08. Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section

16.05., hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 16.09. Construction. This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 16.10. Counterparts. This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but on instrument.

Section 16.11. Effective Date. Execution of this Lease has been authorized by ordinance of the City Council of the City of Chicago, passed on the _____ day of _____, 19____ (C.J.P. pp. _____), which date shall be the effective date hereof.

IN WITNESS WHEREOF, the City of Chicago has caused this Lease 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 Lease 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.

CITY OF CHICAGO

By _____
Mayor

ATTEST:

City Clerk

APPROVED:

City Comptroller

APPROVED:

Commissioner of Aviation

APPROVED:

Corporation Counsel

Air Jamaica, Ltd.

By _____

President

ATTEST:

Secretary

(Continued from page 9016)

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 Simmons Airlines, Inc. at Chicago-O'Hare International Airport, said agreement to be in the following form:

[Agreement printed on pages 9045 - 9060 of this Journal]

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

**Amendatory Ordinance Authorizing Lease to the City of Chicago for Premises
Located at No. 250 W. 22nd Place for Dept. of Human Services.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, amending an ordinance passed on March 6, 1981, C.J.P. pp. 5535-5537 authorizing a lease to the City of Chicago for premises at No. 250 W. 22nd Place for the Department of Human Services.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 ordinance and lease passed by the City Council on March 6, 1981, C.J.P. pages 5535 and 5537, granting permission to the Department of Human Services to use and occupy office space located at 250 West 22nd Place, be and the same is hereby amended by striking from the ordinance and the lease, wherever it appears, the following:

"Approximately 5,000 square feet of office space located at 250 West 22nd Place as a Community Center for the Department of Human Services."

"Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Seventy and no/100 (\$270.00) Dollars per month, payable in advance on the first day of each calendar month by the Office of the City Comptroller."

and inserting in lieu thereof:

"Approximately 300 square feet of office space located at 250 West 22nd Place as a Community Center for the Department of Human Services."

"Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Fifty and no/100 (\$250.00) Dollars per month, payable in advance on the first day of each calendar month by the Office of the City Comptroller."

(Continued on page 9061)

PART I - GENERAL CONDITIONS

ARTICLE IRESTRICTIONS 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 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.

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 slightly 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 IXACCESS, 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 XIDEFAULT
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. § 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. § 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, §§ 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, §§ 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, §§ 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, §§ 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:

Tenant at Simmons Airlines, Inc.

Marquette County Airport, Negaunee, Michigan 49866

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 CONDITIONS1. 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 One Thousand (1,000) 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 demised are to be used solely in connection with its business of air transportation.

3. TERM

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 upon thirty (30) days notice to the other party in writing of its intention to do so.

4. RENTAL

Tenant shall pay Landlord, at the office of the Comptroller, for such use and occupancy, the sum of Fifteen Thousand and No/100 Dollars (\$15,000). (\$15,000.00) per annum, payable in equal monthly installments of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) on the first day of each month during the term of this lease. If any rental hereunder commences after the first day or terminated prior to the last day on any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

5. PERFORMANCE BOND

At the time of 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 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.

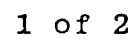
Tenant agrees that it shall keep and maintain records of all landings made at Chicago-O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field, in form as approved by the Comptroller, and shall remit directly to Comptroller, with itemized report of landings, copy of which shall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

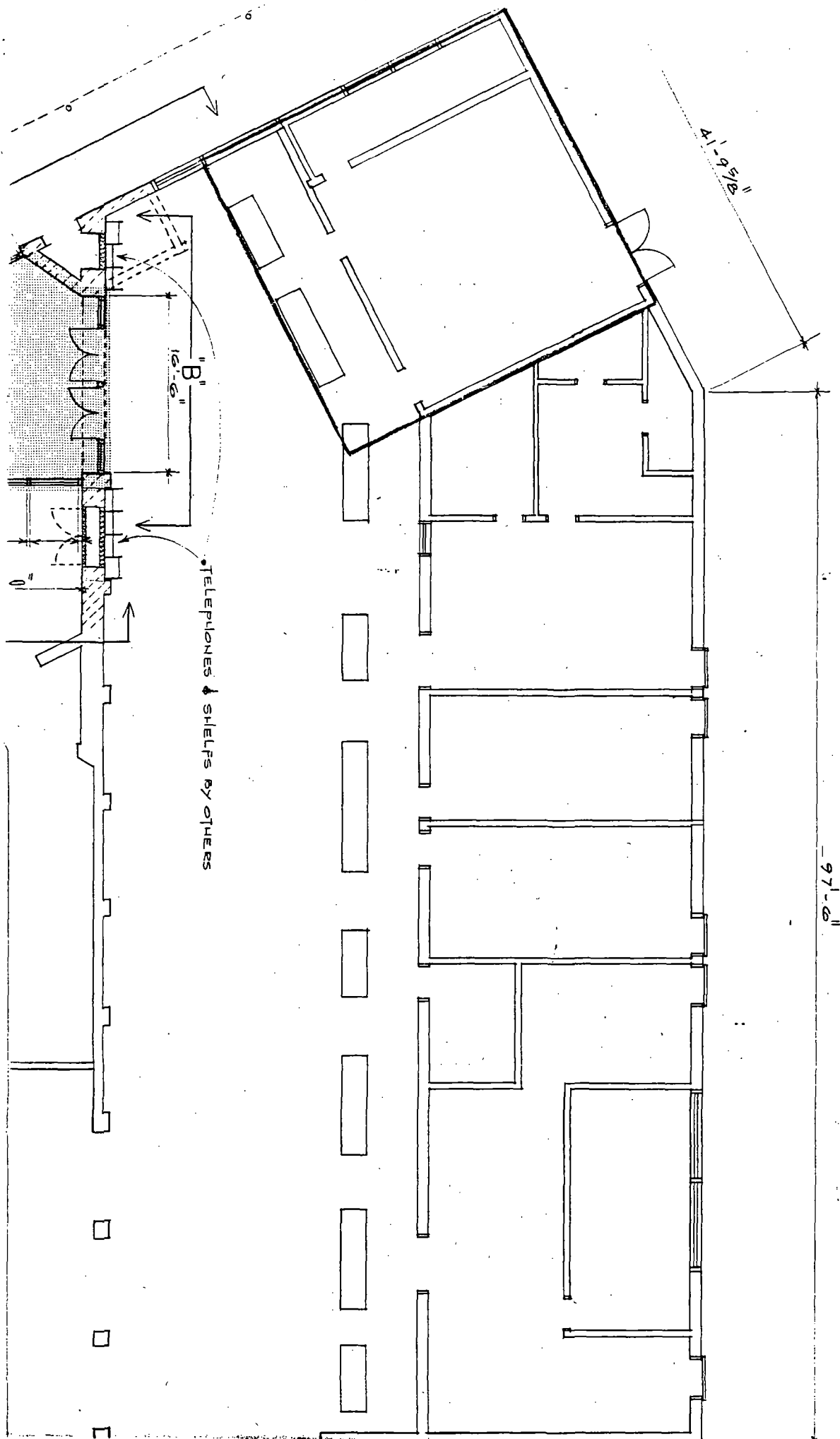
Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, the Commissioner shall advise Tenant of the specific fee to be in effect at Chicago-O'Hare International Airport for each such period, at least fifteen (15) days in advance of such period.

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.



January 14, 1982



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.

CITY OF CHICAGO
a municipal corporation

Mayor

APPROVED:

ATTEST:

Commissioner of Aviation

City Clerk

APPROVED:

City Comptroller

APPROVED AS TO FORM AND LEGALITY:

Corporation Counsel

President
Simmons Airlines, Inc.

ATTEST:

Secretary

(Continued from page 9044)

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

**Lease Agreement Authorized between United States Department of Air Force
and the City of Chicago at Chicago-O'Hare International Airport
for premises known as Remote Parking Lot "D".**

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 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 the United States Government, said agreement to be in the following form:

Whereas, on the 1st day of May 1977 the City of Chicago, a municipal corporation (hereinafter called the Lessee) was granted Lease No. DACA45-1-77-6207 for a term of two (2) years, commencing on 1 May 1977 and ending 30 April 1979, to utilize approximately 6.12 acres, more or less, for vehicle parking purposes on O'Hare Air Reserve Forces Facility, Illinois; and

Whereas, Supplemental Agreement No. 1 extended the term two years, commencing on 1 May 1979 and ending on 30 April 1981; and

Whereas, Lessee has requested that the term of the lease be extended for an additional two (2) year term; and

Whereas, it has been determined that the vehicle parking area is available for the extended term and the Government is willing to extend the lease on the additional condition that the rental be adjusted to reflect the Fair Market Rental value of the leased premises.

Now, Therefore, in consideration of the premises, Lease No. DACA45-1-77-6207 is hereby supplemented in the following particulars, but in no others:

That paragraph b, relating to consideration of Supplemental Agreement No. 1 is deleted in its entirety and the following is substituted in lieu thereof:

That effective 1 May 1981 the Lessee shall pay Twenty-Six Thousand, Six Hundred Seventy-Five and no/100 Dollars (\$26,675.00) per annum, or 33 1/3% of annual receipts, whichever is the greater amount, per annum.

That the term is extended for a period of two (2) years commencing on 1 May 1981 and ending 30 April 1983.

Except as amended above, all provisions and conditions of said lease shall remain in full force and effect.

In Witness Whereof, I have hereunto set my hand by authority of the Secretary of the Air Force this _____ day of _____ 1981.

The above Supplemental Agreement No. 2 to said lease, including all the conditions and provisions thereof is hereby accepted this _____ day of _____ 1981.

[Signature forms omitted]

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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--46.

Nays--None.

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

**Authority Granted for Execution of Conveyance of Board of Education
Property to the City of Chicago at Nos. 6308-6318 S.
Stewart Av. for Housing Purposes.**

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

WHEREAS, The Board of Education of the City of Chicago is the owner of vacant school tax land, formerly occupied by the Goethals Education and Vocational Guidance Center, located at 6308-6318 S. Stewart Avenue, Chicago, Illinois, title to which, pursuant to statute is held by the City of Chicago, in trust for the use of schools; and

WHEREAS, The aforesaid real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago, the Board of Education, by vote of not less than two-thirds of its full membership, must request in writing the City Council of the City of Chicago, as trustee holding title to said real estate to sell, grant and convey to the City of Chicago, a municipal corporation, in order to effect the transfer of title for this real estate which the City of Chicago has indicated it is necessary and convenient for it to use, occupy and improve with Family & Elderly Housing; and

WHEREAS, Agreement has been reached between the Board of Education of the City of Chicago and the City of Chicago for the consideration of \$16,000 for the sale of this real estate; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago to sell, grant and convey to the City of Chicago, a municipal corporation, in accordance with the statute providing for the conveyance of real estate between municipal corporations, the real estate hereinafter described; now therefore,

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

SECTION 1. That the following described real estate, to-wit:

The South 50 Feet of Lots 1 to 5, inclusive, all of Lots 6 to 8, inclusive, North half of Lot 9, all in Block 1 in University Subdivision of Englewood, being the East 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,

which real estate is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education.

SECTION 2. That the Mayor and the City Clerk of the City of Chicago be and hereby authorized and directed to execute proper deed of conveyance of said above described property to the City of Chicago,

a municipal corporation upon the payment of said sale price of Sixteen Thousand Dollars (\$16,000.00).

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schuler, Volini, Orr, Stone--39.

Nays--None.

**Authority Granted for Execution of Conveyance of School Property Held
in Trust by City of Chicago for Use by Chicago Park District for
the Development of Jefferson Playlot Park Located at Nos. 1618-
1640 S. Jefferson St. and Nos. 1619-1711 S. Desplaines St.**

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

WHEREAS, The Board of Education of the City of Chicago is the owner of school tax land, located at 1618-1640 South Jefferson Street and 1619-1711 South Desplaines Street, Chicago, Illinois, title to which, pursuant to statute is held by the City of Chicago, in trust for the use of schools; and

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held on December 16, 1981, by vote of not less than two-thirds of the full membership of said Board of Education determined that the aforesaid real estate hereinafter legally described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at its regular meeting held on December 16, 1981, by vote of not less than two-thirds of the full membership of said Board of Education, ordered that written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago to sell to Chicago Park District, a municipal corporation, for and in consideration of the sum of Forty-one Thousand Dollars (\$41,000.00) in the manner provided by statute, the vacant real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago to sell and convey to the Chicago Park District, a municipal corporation, in accordance with the statute providing for the conveyance of real estate between municipal corporations, said vacant real estate hereinafter described; now, therefore;

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

SECTION 1. That the following described real estate, to-wit:

Lots 1 to 9 inclusive in Sherman's Subdivision of Lot 22 of Hagemann, Sherman and Schmitts Subdivision of Lots 12 to 14 inclusive of Subdivision of Lot 1 of Block 45 of Canal Trustees Subdivision of the West 1/2 and so much of the Southeast 1/4 as lies West of the South Branch of Chicago River of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

also

Lots 6 to 11 inclusive and Lot 5 (except the North 28 1/2 feet) in Subdivision of Lot 1 of Block 45 of Canal Trustees Subdivision of the West 1/2 and so much of the Southeast 1/4 as lies West of South Branch of Chicago River of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which vacant real estate is not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute proper deed of conveyance of said described property to the Chicago Park District, a municipal corporation, upon the payment of said sale price of Forty-one Thousand Dollars (\$41,000.00).

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schalter, Volini, Orr, Stone--39.

Nays--None.

**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 six proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schalter, Volini, Orr, Stone--38.

Nays--Alderman Marcin--1.

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

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 \$550.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
No. 4412 S. Emerald Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Basil and Margaret Stefanski, 4408 S. Emerald Avenue, Chicago, Illinois, to purchase for the sum of \$6,111.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, page 7315 described as follows:

Lot 12 and the North half of Lot 13 in Block 3 in Fawsett's Subdivision of the West 10 acres of the North half of the North half of the Southwest quarter and the West 5 acres of the North half of the West half of the South half of the North half of said Southwest quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4412 S. Emerald Avenue, Permanent Tax No. 20-04-309-024).

Subject to 1973, 1975, 1976 and 1977 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 \$611.11 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. 1255-1257 S. Lawndale Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Church of the Living God CWFF Temple No. 93, 1251 S. Lawndale Avenue, Chicago, Illinois, to purchase for the sum of \$2,720.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, pages 7317/18 described as follows:

Lots 28 and 29 in Block 2 in Miller's Subdivision of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1255-1257 S. Lawndale Avenue, Permanent Tax No. 16-23-105-021).

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 \$272.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

—
No. 2148 W. Washington Blvd.

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

SECTION 1. The City of Chicago hereby accepts the bid of Metropolitan M. B. Church, 2151 W. Washington Boulevard, Chicago, Illinois, to purchase for the sum of \$3,100.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, page 7322 described as follows:

Lot 64 in Stenson's Subdivision of Block 54 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2148 W. Washington Boulevard, Permanent Tax No. 17-07-322-022).

Subject to covenants, zoning, and building restrictions, easements, and conditions, in 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 \$310.00 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. 2154-2156 W. Washington Blvd.

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

SECTION 1. The City of Chicago hereby accepts the bid of Metropolitan M. B. Church, 2151 W. Washington Boulevard, Chicago, Illinois, to purchase for the sum of \$5,300.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, pages 7321/22 described as follows:

Lots 61 and 62 in Thomas Stensons Subdivision of Block 54 of Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 2154-2156 W. Washington Boulevard, Permanent Tax No. 17-07-322-020).

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 \$530.00 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. 209-215 E. 44th St./4401-4407 S. Indiana Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of New Haven Baptist Church, 4413 S. Indiana Avenue, Chicago, Illinois, 60653 to purchase for the sum of \$8,100.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, pages 7322/23 described as follows:

Lots 1 and 2 in Subdivision of Lots 11 and 12 in Hubbards Subdivision of North 4 acres of the North half of the Southwest quarter of the Northeast quarter of the Southwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 209-215 E. 44th Street/4401-4407 S. Indiana Avenue, Permanent Tax Nos. 20-03-309-001 and 20-03-309-002).

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 \$810.00 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.

**Amendatory Ordinance Authorizing Acquisition of Property at Nos.
2741-2773 S. Western Av. for New Animal Care Facility.**

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

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

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on May 13, 1981 as printed on page 6095, of the Journal of Proceedings of the City Council of said date providing for the authority to acquire property for a New Animal Care Facility is hereby amended as follows, by striking out of Section 1 of said ordinance the legal description of the property to be acquired as it appears in the last six lines of Section 1 following the words Animal Care Facility and inserting in lieu thereof the following legal description:

That part of the West 1/2 of the Southwest 1/4 of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Beginning at the northeast corner of South Western Avenue and West 28th Street; thence north along the east line of South Western Avenue a distance of 357 feet; thence east along a line parallel with the north line of West 28th Street a distance of 650 feet; thence south along a line parallel with the east line of South Western Avenue to the north line of West 28th Street; thence west along the north line of West 28th Street to the point of beginning. Commonly known as 2741 to 2773 S. Western Avenue, Chicago, Illinois.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schuler, Volini, Orr, Stone--38.

Nays--Alderman Marcini--1.

**City Comptroller Authorized to Advertise for Sale Parcels of City-owned
Vacant Property at Sundry Locations.**

The Committee on Finance submitted five proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned vacant property at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schuler, Volini, Orr, Stone--38.

Nays--Alderman Marcini--1.

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

No. 1950 W. Cermak Rd.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 28 in Block 61 in Glover's Subdivision of the South half of Block 61 of Subdivision of the West half of the Southeast quarter of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1950 W. Cermak Rd., Permanent Tax No. 17-19-426-028).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Nos. 4540-4542 S. Cottage Grove Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in D. B. Scully's Subdivision of Lot 6 in Forrestville, a Subdivision of 40 acres of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 4540-4542 South Cottage Grove Avenue, Permanent Tax No. 20-03-420-032).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 1532 N. Hudson Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 14 in Block 2 in the Subdivision of Blocks 2 and 3 and the West 33 feet of Block 1 in the State Bank of Illinois Subdivision of the Northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1532 North Hudson Avenue, Permanent Tax No. 17-04-110-032).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 3410 W. North Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 22 in Jameson's Subdivision of Block 21 in Simon's Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3410 West North Avenue, Permanent Tax No. 13-35-420-041).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

No. 1446 N. North Park Av.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant 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 52 in Ogden's Subdivision of the West half of Blocks 120, 125 and all of Lots 123, 124, 127, 137 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1446 N. North Park Avenue, Permanent Tax No. 17-04-201-022).

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

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

**Authority Granted for Amendment to Agreement between City and State of
Illinois Providing for Extension of S. Canal St. Viaduct
Limits from Madison St. to Roosevelt Rd.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to an Agreement between the City of Chicago and the State of Illinois providing for the extension of the S. Canal Street Viaduct limits from Madison Street to Roosevelt Road.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schulter, Volini, Orr, Stone--38.

Nays--Alderman Marcin--1.

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 rehabilitation of Canal Street from Madison Street to Roosevelt Road described therein, said agreement to be substantially in the following form:

Whereas, on February 26, 1981, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to rehabilitate the South Canal Street Viaduct between Madison Street and Taylor Street, hereinafter called the "Project"; and

Whereas, the City and the State are desirous of lengthening the limits of this Project south beyond Taylor Street to Roosevelt Road and of modifying the scope of improvement.

Now, Therefore, Be It Agreed that the first "Whereas" Paragraph of the aforementioned Agreement be revised to read:

"Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to repair the deteriorated viaduct structure on South Canal Street (from Madison Street to Roosevelt Road) over the tracks of the Chicago Union Station Company, hereinafter referred to as the "Project" and further described in Paragraph 16 of this Agreement; and"

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

"16. That the said Project generally consists of the repairs or replacement of deteriorated elements of the existing structures including girders, stairways, decks, curbs, gutters, railings, and sidewalk replacement, removal of existing bituminous surface, roadway resurfacing and/or adjustment of municipally owned utilities, and other incidental work appurtenant to the construction required to complete the Project."

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

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

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.

[Signature forms omitted for printing purposes.]

**Execution of Agreement Authorized for Water Supply Contract
between City and Village of Burnham.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement for a water supply contract between the City of Chicago and the Village of Burnham.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 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 Water Supply Contract between the City of Chicago and the Village of Burnham to be substantially in form as follows:

This Agreement made and entered into this 11th day of November 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 Village of Burnham 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 Village of Burnham entered into a ten year agreement on the 8th day of July A.D. 1970, which has expired, for the furnishing from the City's water mains at the City limits, S. Brainard Avenue and E. 138th Street and for emergency use only at S. Brainard Avenue and 900 feet southeast of Buffalo Avenue a supply of water for consumers located within the territorial limits of the Village of Burnham not to exceed an annual average of 390,000 gallons per day in 1970 increasing to 480,000 gallons per day in 1979 with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, the City of Chicago is willing to enter into a new water supply contract with the Village of Burnham and furnish water from existing connection to City's water mains at the City limits, S. Brainard Avenue and E. 138th Street and for emergency use only at S. Brainard Avenue and 900 feet southeast of Buffalo Avenue.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service to be Furnished

(1) The City agrees to furnish to the Village of Burnham and the Village of Burnham agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City from the City's water mains at the City limits, S. Brainard Avenue and E. 138th Street and for emergency use only at S. Brainard Avenue and 900 feet southeast of Buffalo Avenue to be used by the Village of Burnham in supplying water to consumers located within the corporate limits of the Village of Burnham and to two (2) accounts located outside the corporate limits of the Village of Burnham.

B. Quantity of Water to be Furnished

(1) For consumers located within the corporate limits of the Village of Burnham, the quantities of water for the years are as indicated:

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>
1980	489,981
1981	439,000
1982	441,000
1983	443,000
1984	445,000
1985	447,000
1986	449,000
1987	451,000
1988	453,000
1989	455,000

These quantities are in accordance with the allocations made to the separate entities by the Illinois Department of Transportation.

(2) Amounts for average daily use after 1980 during term of this agreement and any renewals thereof will be the amounts as allocated by the State of Illinois, Bureau of Resource Management. Said amount will be added to this agreement by letter upon receipt by the City of said State allocation.

(3) The water supplied and taken in accordance with this contract shall be withdrawn at times during the 24 hours of each day in order to maintain as even an amount of withdrawal as possible with a minimum number of on-off cycles. The maximum hourly rate of withdrawal of water from the City's mains should not exceed twice the annual average daily contract amount.

(4) The Village of Burnham agrees to install a flow control system at the meter vault on existing water service connection to City's water main at the City limits, S. Brainard Avenue and E. 138th Street, when requested by the City, in order to regulate the flow of water as herein provided.

C. Standard Terms and Conditions

I. General

(1) This agreement shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of the Village of Burnham to renew said agreement for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term.

(2) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

(3) This agreement shall not be assigned or transferred by either party.

(4) This agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated the Village of Burnham by the Illinois Department of Transportation.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this agreement and furnishing water hereunder.

(7) The Village of Burnham may not permit any water furnished hereunder to be used to supply any party outside their territorial limits, except as provided for herein, without specific approval of the City Council of the City. This shall not apply to emergency service provided to other City water users.

II. Reporting Requirements

(8) The Village of Burnham shall submit quarterly reports to the City listing all consumers located outside their territorial limits showing location, character of occupancy and amount used by each during the period covered.

(9) The Village of Burnham shall maintain suitable records of the hourly and daily consumption of water by the consumers and these records shall be available to the City at all reasonable times.

(10) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Burnham agrees to submit to the Commissioner of Water of the City a written copy of the prevailing water rate schedule as applicable to its water consumers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(11) The Village of Burnham shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to consumers. The Village of Burnham shall also furnish water system plats, zoning maps and such other information regarding billing, collections and delinquencies as may be requested by the City from time to time.

III. Reservations

(12) The City reserves the right to require the Village of Burnham to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(13) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Village of Burnham.

IV. Water Quality

(14) The City shall supply the Village of Burnham with water of a quality commensurate with that furnished to its consumers within its City limits.

(15) The Village of Burnham shall receive its supply of water from the City by a means or method approved by the City's Commissioner of Water. The City of Chicago water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(16) The City bears no degree of responsibility for the water quality at any point beyond the meter vault. The Village of Burnham bears the responsibility for maintaining the water quality at any point beyond the meter and within its distribution system.

(17) The Village of Burnham shall notify and keep the City informed of the responsible individual in charge of operations.

(18) The Village of Burnham shall immediately notify the City's Commissioner of Water of any emergency or condition which may affect the quality of water in either party's system.

(19) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Village of Burnham and to perform required tests, at the City's cost.

V. Equipment and Operation

(20) The Village of Burnham shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(21) The Village of Burnham shall provide and maintain any and all devices expressly requested by the City's Commissioner of Water for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished and the transmitting and recording of pressures, reservoir levels and other required operational information.

(22) The Village of Burnham shall provide the meters, vaults with sump pumps and related devices, adhering to City Standard Practices, for measuring the supply of water furnished. Meters provided must be delivered to the City Meter Shop for testing and picked up promptly after testing, all at the expense of the Village of Burnham prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the City's Commissioner of Water before an authorization for installing the meters and related devices will be issued. The Village of Burnham shall place the meters and related devices in a vault or other protective structure near the City limits and keep the vault or protective structure accessible and safe to work in at all times.

(23) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized, or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Village of Burnham shall pay for repairs and replacement made.

(24) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the City's Commissioner of Water for the purpose of billing the Village of Burnham. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(25) The Village of Burnham shall provide and maintain reservoirs of sufficient capacity to store twice the annual daily average consumption of water.

VI. Rates and Discounts

(26) Charges for water furnished to the Village of Burnham for consumers within its corporate limits and to municipalities within the Metropolitan Sanitary District of Greater Chicago served by the Village of Burnham shall be at the rate fixed for like large quantities of water furnished through meters to consumers inside the City, said rate being fixed by City Ordinance.

(27) Charges for water furnished to the Village of Burnham for consumers (private persons or corporations) not within its corporate limits shall be fifty percent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(28) Charges for water furnished to the Village of Burnham for consumers in unincorporated areas or for consumers not within the Metropolitan Sanitary District of Greater Chicago shall be fifty percent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(29) The Village of Burnham shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

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 Village of Burnham has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk 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.

Execution of Agreement Authorized for Water Supply Contract Between City and Village of Bedford Park

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of an agreement for water supply contract between the City of Chicago and Village of Bedford Park.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 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 Water Supply Contract between the City of Chicago and the Village of Bedford Park to be substantially in form as follows:

This Agreement made and entered into this 1st day of October 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, a party of the first part, hereinafter called the "City", and the Village of Bedford Park 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 Village of Bedford Park entered into a ten year agreement on the 30th day of September A.D. 1971, which has expired, for the furnishing from the City's water mains at the City limits, W. 65th Street and S. Central Avenue and W. 65th Street and S. Harlem Avenue a supply of water for consumers located within the territorial limits of the Village of Bedford Park not to exceed an annual average of 10,411,000 gallons per day in 1971 increasing to 12,330,000 gallons per day in 1979 with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, the City of Chicago is willing to enter into a new water supply contract with the Village of Bedford Park and furnish water from existing connection to City's water mains at the City limits, W. 65th Street and S. Central Avenue and W. 65th Street and S. Harlem Avenue.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. *Service to be Furnished*

(1) The City agrees to furnish to the Village of Bedford Park and the Village of Bedford Park agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City from the City's water mains at the City limits, W. 65th Street and S. Central Avenue and W. 65th Street and S. Harlem Avenue to be used by the Village of Bedford Park in supplying water to consumers located within the corporate limits of the Village of Bedford Park.

B. *Quantity of Water to be Furnished*

(1) For consumers located within the corporate limits of the Village of Bedford Park and to include additional amounts of water for resale to the Village of Bedford Park, the quantities of water for the years are as indicated:

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>
1981	10,516,000
1982	10,542,000
1983	10,569,000
1984	10,595,000
1985	10,622,000

1986	10,645,000
1987	10,668,000
1988	10,691,000
1989	10,714,000
1990	10,755,000

These quantities are in accordance with the allocations made to the separate entities by the Illinois Department of Transportation.

(2) Amounts for average daily use after 1980 during term of this agreement and any renewals thereof will be the amounts as allocated by the State of Illinois, Bureau of Resource Management. Said amounts will be added to this agreement by letter upon receipt by the City of said State allocation.

(3) The water supplied and taken in accordance with this contract shall be withdrawn at times during the 24 hours of each day in order to maintain as even an amount of withdrawal as possible with a minimum number of on-off cycles. The maximum hourly rate of withdrawal of water from the City's mains should not exceed twice the annual average daily contract amount.

(4) The Village of Bedford Park agrees to install a flow control system at the meter vault on existing water service connection to City's water mains at the City limits, W. 65th Street and S. Central Avenue and W. 65th Street and S. Harlem Avenue, when requested by the City, in order to regulate the flow of water as herein provided.

C. Standard Terms and Conditions

I. General

(1) This agreement shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of the Village of Bedford Park to renew said agreement for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term.

(2) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

(3) This agreement shall not be assigned or transferred by either party.

(4) This agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated the Village of Bedford Park by the Illinois Department of Transportation.

(6) The City will not be responsible for damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this agreement and furnishing water hereunder.

(7) The Village of Bedford Park may not permit any water furnished hereunder to be used to supply any party outside their territorial limits, except as provided for herein, without specific approval of the City Council of the City. This shall not apply to emergency service provided to other City water users.

II. Reporting Requirements.

(8) The Village of Bedford Park shall submit quarterly reports to the City listing all consumers located outside their territorial limits showing location, character of occupancy and amount used by each during the period covered.

(9) The Village of Bedford Park shall maintain suitable records of the hourly and daily consumption of water by the consumers and these records shall be available to the City at all reasonable times.

(10) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Bedford Park agrees to submit to the Commissioner of Water of the City a written copy of the prevailing water rate schedule as applicable to its water consumers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(11) The Village of Bedford Park shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to consumers. The Village of Bedford Park shall also furnish water system plats, zoning maps and such other information regarding billing, collections and delinquencies as may be requested by the City from time to time.

III. *Reservations.*

(12) The City reserves the right to require the Village of Bedford Park to deposit, in advance, a sum equal to the estimated cost for water supply during a period of ninety days at the prevailing metered rate.

(13) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Village of Bedford Park.

IV. *Water Quality.*

(14) The City shall supply the Village of Bedford Park with water of a quality commensurate with that furnished to its consumers within its City limits.

(15) The Village of Bedford Park shall receive its supply of water from the City by a means or method approved by the City's Commissioner of Water. The City of Chicago water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(16) The City bears no degree of responsibility for the water quality at any point beyond the meter vault. The Village of Bedford Park bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system.

(17) The Village of Bedford Park shall notify and keep the City informed of the responsible individual in charge of operations.

(18) The Village of Bedford Park shall immediately notify the City's Commissioner of Water of any emergency or condition which may affect the quality of water in either party's system.

(19) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Village of Bedford Park and to perform required tests.

V. *Equipment and Operation.*

(20) The Village of Bedford Park shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(21) The Village of Bedford Park shall provide and maintain any and all devices expressly requested by the City's Commissioner of Water for the purpose of controlling, measuring, transmitting and recording of pressures, reservoirs levels and other required operational information.

(22) The Village of Bedford Park shall provide the meters, vaults with sump pumps and related devices, adhering to City Standard Practices, for measuring the supply of water furnished. Meters provided must be delivered to the City Meter Shop for testing and picked up promptly after testing, all at the expense of the Village of Bedford Park prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the City's Commissioner of Water before an authorization for installing the meters and related devices will be issued. The Village of Bedford Park shall place the meters and related devices in a vault or other protective structure near the City limits and keep the vault or protective structure accessible and safe to work in at all times.

(23) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Village of Bedford Park shall pay for repairs and replacement made.

(24) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the City's Commissioner of Water for the purpose of billing the Village of Bedford Park. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(25) The Village of Bedford Park shall provide and maintain reservoirs of sufficient capacity to store twice the annual daily average consumption of water.

VI. *Rates and Discounts.*

(26) Charges for water furnished to the Village of Bedford Park for consumers within its corporate limits and to municipalities within the Metropolitan Sanitary District of Greater Chicago served by the Village of Bedford Park shall be at the rate fixed for like large quantities of water furnished through meters to consumers inside the City, said rate being fixed by City Ordinance.

(27) Charges for water furnished to the Village of Bedford Park for consumers (private persons or corporations) not within its corporate limits shall be fifty percent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(28) Charges for water furnished to the Village of Bedford Park for consumers in unincorporated areas or for consumers not within the Metropolitan Sanitary District of Greater Chicago shall be fifty percent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(29) The Village of Bedford Park shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

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 Village of Bedford Park has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and the 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.

**Authority Granted for Laying Water Mains
at Sundry Locations.**

The Committee on Finance submitted seventeen 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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 streets:

W. Palatine Avenue from N. Nagle to N. Naper Avenues - Installation of 333 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$37,587.99, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37078.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. Hayes Avenue from N. New England to N. Newark Avenues - Installation of 351 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$35,922.66, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37079.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

Vicinity of W. Palatine and N. Normandy Avenues - Installation of 233 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$29,865.04, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37080.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. 82nd Street from S. Artesian to S. Campbell Avenues - Installation of 355 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$36,645.01, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37095.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

E. 86th Street from S. St. Lawrence to S. Champlain Avenues - Installation of 306 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$36,929.20, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37113.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Parnell Avenue from West 125th Place to West 126th Place - Installation of 703 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$71,023.19, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37115.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Hazel Street from West Buena to West Montrose Avenues - Installation of 1272 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$144,919.03, chargeable to 1982 Capital Improvement Account - Fire Protection.

The above work to be done under Order No. 37263.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. Buena Avenue from N. Broadway to N. Clarendon Avenue - Installation of 956 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$106,432.36, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37265.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. McLean Avenue from N. Damen to North Hoyne Avenues - Installation of 675 feet of 8-inch iron water pipe

at the total estimated cost of \$97,246.72, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37267.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. Schubert Avenue from N. Sheffield Avenue to N. Dayton Street - Installation of 1028 feet of 8-inch ductile iron pipe

at the total estimated cost of \$91,330.42, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37268.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. Waveland Avenue from N. Damen to N. Lincoln Avenues - Installation of 987 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$119,241.17, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37270.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Wilmot Avenue from W. Cortland to N. Leavitt Streets - Installation of 800 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$86,694.06, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37271.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. McLean Avenue from N. Oakley Avenue to N. Leavitt Street - Installation of 662 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$71,498.73, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37273.

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Langley Avenue from E. 40th Street to E. 41st Street - Installation of 460 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$83,164.04, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37274.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. 48th Street from S. Halsted Street to S. Union Avenue - Installation of 686 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$83,889.56, chargeable to 1982 Capital Improvement Account - Fire Protection - 200-8285 (7930).558.

The above work to be done under Order No. 37275.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Willard Court from W. Washington Boulevard to W. Randolph Street - Installation of 405 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$47,126.87, chargeable to 1982 Capital Improvement Account - Replacement 200-8285 (7930).553.

The above work to be done under Order No. 37276.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

W. Junior Terrace from N. Hazel Street to N. Clarendon Avenue - Installation of 579 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$70,584.57, chargeable to 1982 Capital Improvement Account.

The above work to be done under Order No. 37264.

**Authority Granted for License Fee Exemptions for Certain
Charitable, Educational and Religious Institutions.**

The Committee on Finance to which had been referred (December 29, 1981) sundry proposed ordinances transmitted therewith to authorize issuance of 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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, 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):

LICENSE FEE EXEMPTIONS.

*Homes.**Danish Home.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Danish Home, No. 5656 N. Newcastle Avenue is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1982.

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

Misericordia Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Home, No. 2916 W. 47th Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1982.

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

*Hospitals.**Chicago Center Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Chicago Center Hospital
No. 426 W. Wisconsin Street.

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

Grant Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Grant Hospital
No. 550 W. Webster Avenue.

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

Henrotin Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Henrotin Hospital
No. 111 W. Oak Street.

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

Northwest Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Northwest Hospital
No. 5645 W. Addison Street.

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

Swedish Covenant Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Swedish Covenant Hospital
No. 5145 N. California Avenue.

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

**City Comptroller Authorized and Directed to Cancel
Warrants for Collection Charged to St. Anne's
Hospital at Nos. 4900-4902 W. Thomas St.**

The Committee on Finance submitted a report (referred on December 29, 1981) recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrants for collection for mechanical ventilation inspection fees, charged to St. Anne's Hospital, Nos. 4900-4942 W. Thomas Street, as follows:

<i>Warrant No.</i>	<i>Amount</i>
F4-112688	\$ 372.50
F4-124069	10.00

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

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

Nays--None.

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

Authority Granted for Payments for Hospital, Medical and Nursing Services Rendered Certain Injured Members of Police and Fire Depts.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 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:

Samuel S. Campbell, 101882, District 3; injured May 31, 1981	\$ 75.00
Reno J. Carli, 106436, Recruit Training; injured July 21, 1981	153.00

D. V. Carter, 111159, District 2; injured March 31, 1981	\$ 27.00
Joseph J. DeLiberto, 190567, District 1; injured June 24, 1981	110.00
Marvin Ditzkowsky, 192372, District 19; injured October 2, 1980	26.20
Thomas C. Doyle, 204246, District 10; injured May 24, 1981	20.00
Arthur E. Hamilton, 316284, District 10; injured June 26, 1981	25.00
Mary Ann Jankowski, 376731, Recruit Training; injured June 14, 1981	20.00
Terrance Lanigan, 452483, Youth Division; injured November 16, 1979	75.00
Barney A. Morgan, 567203, Area 1 Property Crimes; injured February 25, 1981	564.00
Raymond J. Nichols, 593620, Special Function Canine; injured July 14, 1980	465.00
Phillip J. Saccente, 713323, District 14; injured July 11, 1981	331.00
Greg Salvi, 715374, District 14; injured July 20, 1981	112.00
Lawrence J. Schatzel, 723660, District 15; injured July 30, 1981	54.00
Curt Scherr, 724112, District 12; injured May 15, 1981	119.00
James H. Schmidt, 726835, District 10; injured July 1, 1981	72.00
Darl F. Scholl, 728410, District 22; injured July 1, 1981	259.00
Daniel V. Schrager, 728765, District 24; injured July 6, 1981	154.00
Patricia Schuld, 730047, District 10; injured June 25, 1981	25.00
Everett D. Shumpert, 744387, District 3; injured July 7, 1981	146.30
Richard A. Simon, 750279, District 7; injured July 26, 1981	70.00
Joseph J. Starmach, 775721, District 21; injured May 8, 1981	100.00
Richard A. Warfield, 847540, Special Function Canine; injured April 21, 1981	20.00
Elmer R. Wohler, 877381, Detective Division Administration; injured August 10, 1981	35.00
William F. Sexton, 739105, District 10; injured June 6, 1981	25.00
Frank Galiardo, 265544, Auto Theft Section; injured July 6, 1981	2,740.15
Edward Gallagher, 266110, District 12; injured July 9, 1981	3,781.20
Robert Janozik, Jr., Fire Fighter, Engine Co. 107; injured August 24, 1980	481.00
Stanley Janusz, Fire Fighter, Engine Co. 46; injured March 22, 1981	185.00
Herbert Johnson, Fire Fighter, Engine Co. 117; injured July 19, 1981	10.00

John McKee, Lieutenant, 1st District Relief; injured September 13, 1980	\$ 261.00
Patrick McMahon, Fire Fighter, Hook & Ladder 29; injured February 28, 1981	175.00
Emmett McShane, Fire Fighter, Hook & Ladder 44; injured June 3, 1981	22.00
Eugene Owcarze, Fire Fighter, Engine Co. 77; injured September 20, 1979	50.00
Richard Ragazinkas, Fire Fighter, Engine Co. 75; injured March 27, 1981	174.95
Richard Schumann, Fire Fighter, Engine Co. 55; injured July 11, 1981	25.00
Gregory Serratore, Paramedic, Emergency Medical Squad; injured October 27, 1980	3,432.90
Ronald Tracy, Engineer, Engine Co. 54; injured July 21, 1981	85.00
August Tsicouris, Fire Fighter, Truck 27; injured July 27, 1981	4,179.13
Lee Yankowski, Fire Fighter, Engine Co. 94; injured April 20, 1981	34.00;

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 expense, 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 expenses, 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:

Michael J. Cummings, 160942, Auto Theft Section; injured July 16, 1981	\$ 98.90
Leonard F. Dombrowski, 195741, District 5; injured August 28, 1981	70.50
Donald Eichler, 219919, District 23; injured June 10, 1981	133.50
Peter M. Fischer, 241442, Mass Transit Unit; injured July 13, 1981	132.00
Michael H. Gallagher, 266530, District 24; injured July 16, 1981	338.55
Timothy J. Hauser, 329745, Mass Transit Unit; injured January 9, 1981	1,413.00
Alex M. Laye, 457728, District 24; injured July 16, 1981	345.55
Donald F. Letrich, 465198, District 8; injured July 4, 1981	111.95

LeVonn E. McCurry, 522619, District 9; injured July 5, 1981	\$ 50.00
Cleve McKelphin, 534382, District 2; injured July 2, 1981	119.00
Maurice J. McNulty, 541098, Auto Theft Section; injured July 16, 1981	70.35
Richard F. Marrella, 500695, Mass Transit Unit; injured July 24, 1981	113.40
Pasquale Mattera, 510857, District 18; injured July 28, 1981	122.75
James E. Maziarka, 513813, Mass Transit Unit; injured July 23, 1981	108.55
Glen E. Miller, 554173, District 3; injured July 15, 1981	30.00
Angelo Mosqueda, 571039, District 20; injured June 28, 1981	139.00
Dennis Novak, 600049, District 2; injured July 14, 1980	75.00
Martin A. O'Malley, 613893, Administration - Operational Services; injured July 7, 1981	30.00
Lester Smith, 760916, District 21; injured July 13, 1981	108.00
Paul M. Spagnola, 768554, District 8; injured July 4, 1981	254.00
Ronald S. Sroka, 772334, District 9; injured July 5, 1981	50.00
Paul Tasch, 799882, District 14; injured June 30, 1981	145.00

**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 authorized payments of miscellaneous claims.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, 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 and claim; with said amount to be charged to the activity and account specified as follows:

Various License Refunds.

Department of Finance, City Comptroller:
Account No. 100.9112.934.

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
John Jeff, Inc. 4845 W. 84th Place Burbank, Illinois 60459	372 Food	\$75.00

Permit Refund.

Department of Inspectional Services: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
J. L. Dunn Plumbing Company 2628 Greenbay Road Evanston, Illinois 60201	B 596489	\$ 48.00
Better Built Lumber 17350 S. Cicero Avenue Country Club Hills, Illinois 60477	B 599513	39.37
Robert L. Shoyer 5741 N. Elston Avenue Chicago, Illinois 60646	B 594811	342.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Walter O. Knudsen 5812 W. Wrightwood Avenue Chicago Illinois, 60639	6-13-80 5812 W. Wrightwood Avenue	\$175.00

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
James Papadakis 2541 Nelson Square Westchester, Illinois 60153	4-16-80 400 N. Lake Shore Drive	\$ 575.00
Michael T. Shrader 4240 W. 55th Street Chicago, Illinois 60629	11-7-80 S. Western Avenue and W. 30th Street	75.00
Deron Strickland 7430 S. Crandon Avenue Chicago, Illinois 60649	7-31-81 120 N. LaSalle Street Parking Facility No. 8	625.95
Robert F. Vodnik 15630 LeClaire Avenue Oak Forest, Illinois 60452	9-25-81 Garage No. 8	100.00
Ethel E. Yankah 9021 S. Crandon Avenue Chicago, Illinois 60617	10-25-81 Marquette Road and Stony Island	53.00

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Richard W. Tryjefaczka 6117 S. Keating Avenue Chicago, Illinois 60629	10-29-81 120 N. LaSalle Parking Garage	\$ 201.00
Thomas A. Schuh 3125 N. Major Avenue Chicago, Illinois 60634	10-9-81 4725 W. Grand Avenue	74.00
Terrence A. Hart 450 Berkley Elmhurst, Illinois 60126	9-5-81 11 W. Wacker Drive	200.00
Michael N. Charnota 4818 W. George Street Chicago, Illinois 60641	6-3-81 Eisenhower overpass at Sacramento Boulevard	160.00

Damage to Vehicles.

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Edward Grady 6516 N. Neva Avenue Chicago, Illinois 60631	6-20-80 120 W. Superior-Parking Lot	\$ 125.00
Rossi Contractors 201 W. Lake Street Northlake, Illinois 60164	11-16-80 12900 S. Luella	575.00
State Farm Insurance Company and Michael Cox 5676 S. Archer Avenue Chicago, Illinois 60638	12-24-80 85th Street and Blackstone	498.68;

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 Property.

Department of Water: Account No. 200.9112.935.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
John McErlean 3601 N. Pioneer Avenue Chicago, Illinois 60634	7-14-77 3601 N. Pioneer Avenue	\$200.00;

and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease, the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935 Department of Water:

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Gildardo Herrera 1818 S. May Street Chicago, Illinois 60608	1818 S. May Street	\$ 300.00

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Pete and Mary Johns 5129 S. Ashland Avenue Chicago, Illinois 60609	5129 S. Ashland Avenue	300.00
Nellamaetam Kurian 3728 W. Eastwood Avenue Chicago, Illinois 60625	3728 W. Eastwood	68.23
Marvin T. Knight 5236 W. Bloomingdale Street Chicago, Illinois 60639	5236 W. Bloomingdale	48.31
Joyce Ann Ayers 3978 S. Lake Park Avenue Chicago, Illinois 60653	3978 S. Lake Park Avenue	177.34
L. Roxane Bloomfield 2909 N. Sheridan Road Chicago, Illinois 60657	3517 N. Hermitage Avenue	45.40
1801 Corporation 6512 W. Palatine Avenue Chicago, Illinois 60631	1801-03 W. Huron Street	300.00

Refunds on Water Leaks.

Department of Water: Account No. 200.8220.935.

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
James Colletti 7131 W. Altgeld Street Chicago, Illinois 60635	6945-55 W. Grand Avenue	\$ 185.56
Larry Metz 3226 W. Palmer Street 3226 W. Palmer Street Chicago, Illinois 60647	237.54	
Linda Hall 10530 S. Avenue N 10530 S. Avenue N Chicago, Illinois 60617	29.34	
Schaefer Realty 4147 N. Lincoln Avenue Chicago, Illinois 60618	6415-17 N. Maplewood Avenue	98.88

*Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF
DAMAGE TO PROPERTY, ETC.*

The Committee on Finance submitted the following report:

CHICAGO, January 14, 1982

To the President and Members of the City Council:

Your Committee on Finance, to which were referred January 19, 1980, and subsequently, sundry claims as follows:

Compensation for Damage to Vehicles:

(December 19, 1980)	Liberty Mutual and Thomas C. Clark
(May 29, 1981)	Edward F. Lewandowski
(June 26, 1981)	Liberty Mutual Insurance Company and Nathan White
(July 1, 1981)	Ronald W. Tracy
(July 30, 1981)	Gerald S. Ogawa
(July 30, 1981)	David Hendricks
(July 30, 1981)	Bette Deprez
(July 30, 1981)	Allstate Insurance Company and Marcia Strudeman
(July 30, 1981)	Lillie Barber
(August 12, 1981)	Recovery Services International and Dionne Coleman
(August 12, 1981)	Dorothy Shy
(August 19, 1981)	Irene Symon
(September 14, 1981)	Dave Janiszewski
(September 14, 1981)	Economy Fire and Casualty and Evan Goranson
(September 14, 1981)	Guadalupe Avalos
(September 14, 1981)	Jesse Johnson
(September 14, 1981)	Industrial Fire and Casualty Insurance Company and Sam P. Hill
(November 13, 1981)	Joseph A. LoCelso
(November 30, 1981)	Sammy E. Belton
(December 11, 1981)	Allstate Insurance Company and Daisy Mitchell
(December 11, 1981)	Allan Seruya
(December 11, 1981)	Wendell Harrison
(December 11, 1981)	Allied American Insurance Company and Guadalupe Perez
(December 11, 1981)	Lorraine E. Fox
(December 11, 1981)	William Fountas
(November 18, 1981)	Ellen T. Mullaghy
(December 18, 1981)	Alliance Nenboza.

Compensation for Damage to Property:

(June 20, 1981)	Charlie Mae Cutler
(December 18, 1981)	Elvira Coleman.

Compensation for Various Refunds:

(June 26, 1981)	John Power
(August 12, 1981)	Chet and Nancy Niesel
(August 19, 1981)	Masahiro Kobayashi
(August 19, 1981)	Parkland Condominium and Y.C. Wong
(October 6, 1981)	Menotti Plumbing.

Compensation for Personal Injury:

(November 4, 1981)	Carol L. Soughan
(December 11, 1981)	Hermelinda Rodriguez.

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

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,

Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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.

Action Deferred--ON PROPOSED ORDINANCE EXECUTING AGREEMENT
AUTHORIZING WATER SUPPLY CONTRACT BETWEEN CITY AND
VILLAGE OF MERRIONETTE PARK.

The Committee on Finance submitted the following report which was on motion of Alderman Lipinski and Alderman Sheahan, *Deferred* and ordered published:

CHICAGO, January 12, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication from the Department of Water transmitting a proposed Ordinance authorizing the execution of Water Supply Contract between the City of Chicago and Village of Merrionette Park having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,

Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Be It Ordained by the City Council and 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 Water Supply Contract between the City of Chicago and the Village of Merrionette Park to be substantially in form as follows:

This Agreement made and entered into this 15th day of July 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 Village of Merrionette Park 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 Village of Merrionette Park entered into a ten year agreement on the 25th day of January, A.D. 1971, which has expired, for the furnishing from the City's water mains at the City limits, W. 113th Street and S. Whipple Street a supply of water for consumers located within the territorial limits of the Village of Merrionette Park not to exceed an annual average of 160,000 gallons per day in 1971 increasing to 170,000 gallons per day in 1979 with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, the City of Chicago is willing to enter into a new water supply contract with the Village of Merrionette Park and furnish water from existing connection to City's water mains at the City limits, W. 113th Street and S. Whipple Street.

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service to be Furnished

(1) The City agrees to furnish to the Village of Merrionette Park and the Village of Merrionette Park agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City from the City's water mains at the City limits, W. 113th Street and S. Whipple Street to be used by the Village of Merrionette Park in supplying water to consumers located within the corporate limits of the Village of Merrionette Park.

B. Quantity of Water to be Furnished

(1) For consumers located within the corporate limits of the Village of Merrionette Park, the quantities of water for the years are as indicated:

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>
1981	160,000
1982	160,000
1983	160,000
1984	160,000
1985	160,000
1986	160,000
1987	160,000
1988	160,000
1989	160,000
1990	160,000

These quantities are in accordance with the allocations made to the separate entities by the Illinois Department of Transportation.

(2) Amounts for average daily use after 1980 during term of this agreement and any renewals thereof will be the amounts as allocated by the State of Illinois, Bureau of Resource Management. Said amounts will be added to this agreement by letter upon receipt by the City of said State allocation

(3) The water supplied and taken in accordance with this contract shall be withdrawn at times during the 24 hours of each day in order to maintain as even an amount of withdrawal as possible with a minimum number of on-off cycles. The maximum hourly rate of withdrawal of water from the City's mains should not exceed twice the annual average daily contract amount.

(4) The Village of Merrionette Park agrees to install a flow control system at the meter vault on existing water service connection to City's water main at the City limits, W. 113th Street and S. Whipple Street, when requested by the City, in order to regulate the flow of water as herein provided.

C. Standard Terms and Conditions

I. General

(1) This agreement shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of the Village of Merrionette Park to renew said agreement for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term.

(2) No officer, official or agent of the City has the power to amend, modify or alter this agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

(3) This agreement shall not be assigned or transferred by either party.

(4) This agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated the Village of Merrionette Park by the Illinois Department of Transportation.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this agreement and furnishing water hereunder.

(7) The Village of Merrionette Park may not permit any water furnished hereunder to be used to supply any party outside their territorial limits, except as provided for herein, without specific approval of the City Council of the City. This shall not apply to emergency service provided to other City water users.

II. Reporting Requirements

(8) The Village of Merrionette Park shall submit quarterly reports to the City listing all consumers located outside their territorial limits showing location, character of occupancy and amount used by each during the period covered.

(9) The Village of Merrionette Park shall maintain suitable records of the hourly and daily consumption of water by the consumers and these records shall be available to the City at all reasonable times.

(10) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Merrionette Park agrees to submit to the Commissioner of Water of the City a written copy of the prevailing water rate schedule as applicable to its water consumers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(11) The Village of Merrionette Park shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month, from the City and the amount furnished to consumers. The Village of Merrionette Park shall also furnish water system plats, zoning maps and such other information regarding billing, collections and delinquencies as may be requested by the City from time to time.

III. Reservations

(12) The City reserves the right to require the Village of Merrionette Park to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(13) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Village of Merrionette Park.

IV. Water Quality

(14) The City shall supply the Village of Merrionette Park with water of a quality commensurate with that furnished to its consumers within its City limits.

(15) The Village of Merrionette Park shall receive its supply of water from the City by a means or method approved by the City's Commissioner of Water. The City of Chicago water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(16) The City bears no degree of responsibility for the water quality at any point beyond the meter vault. The Village of Merrionette Park bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system.

(17) The Village of Merrionette Park shall notify and keep the City informed of the responsible individual in charge of operations.

(18) The Village of Merrionette Park shall immediately notify the City's Commissioner of Water of any emergency or condition which may affect the quality of water in either party's system.

(19) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Village of Merrionette Park and to perform required tests.

V. Equipment and Operation

(20) The Village of Merrionette Park shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(21) The Village of Merrionette Park shall provide and maintain any and all devices expressly requested by the City's Commissioner of Water for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished and the transmitting and recording of pressures, reservoir levels and other required operational information.

(22) The Village of Merrionette Park shall provide the meters, vaults with sump pumps and related devices, adhering to City Standard Practices, for measuring the supply of water furnished. Meters provided must be delivered to the City Meter Shop for testing and picked up promptly after testing, all at the expense of the Village of Merrionette Park prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the City's Commissioner of Water before an authorization for installing the meters and related devices will be issued. The Village

of Merrionette Park shall place the meters and related devices in a vault or other protective structure near the City limits and keep the vault or protective structure accessible and safe to work in at all times.

(23) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized, or which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Village of Merrionette Park shall pay for repairs and replacements made.

(24) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the City's Commissioner of Water for the purpose of billing the Village of Merrionette Park. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(25) The Village of Merrionette Park shall provide and maintain reservoirs of sufficient capacity to store twice the annual daily average consumption of water.

VI. Rates and Discounts

(26) Charges for water furnished to the Village of Merrionette Park for consumers within its corporate limits and to municipalities within the Metropolitan Sanitary District of Greater Chicago served by the Village of Merrionette Park shall be at the rate fixed for like large quantities of water furnished through meters to consumers inside the City, said rate being fixed by City Ordinance.

(27) Charges for water furnished to the Village of Merrionette Park for consumers (private persons or corporations) not within its corporate limits shall be fifty percent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(28) Charges for water furnished to the Village of Merrionette Park for consumers in unincorporated areas or for consumers not within the Metropolitan Sanitary District of Greater Chicago shall be fifty percent higher than the rate for like large quantities of water furnished through meters to consumers inside the City.

(29) The Village of Merrionette Park shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

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 Village of Merrionette Park has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature forms omitted for printed purposes.]

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

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING ACCEPTANCE
OF BID FOR CITY-OWNED PROPERTY AT NOS.
7848 - 7852 S. ASHLAND AVE.

The Committee on Finance submitted the following report, which was, on motion of Alderwoman Barden and Alderman Streeter, *Deferred* and ordered published:

CHICAGO, January 12, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication from the City Comptroller transmitting a proposed ordinance authorizing the acceptance of a bid from White Castle System, Inc. 555 West Goodale St., P.O. Box 1498, Columbus, Ohio in the sum of \$35,000.00, for the City-owned property located at 7848-52 South Ashland Avenue having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,

Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. The City of Chicago hereby accepts the bid of White Castle System, Inc., 555 W. Goodale St., P.O. Box 1498, Columbus, Ohio to purchase for the sum of \$35,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1981, page 7312 described as follows:

Lot 20 (except that part lying East of a line Fifty feet West of and parallel with the East Line of Section 30) Lot 21 (except that part lying East of a line fifty feet West of the parallel with the East line of Section 30) The North 21 1/2 feet of Lot 22 (Except that part lying East of a line Fifty feet West of the parallel with the East line of Section 30) in Block 64 in the Subdivision of Blocks 1, 61, 63 and 64 in the Dewey and Vance Subdivision in the South half of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 7848-7852 South Ashland Ave., Permanent Tax No. 20-30-435-035).

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 \$3,500.00 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.

Placed on File--MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Frost the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A communication from the Department of Law, dated December 21, 1981 concerning settlements made or judgments entered against the City of Chicago for the month of October, 1981.

A communication from the Department of Public Works, dated December 24, 1981 concerning the Monthly Progress Report on Sewer Bond Issue projects for the month of October, 1981.

A communication from the Children's Benefit League of Chicago and Suburbs dated July 31, 1981 concerning their Financial Statement of Tag Day receipts for May 31, 1981.

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 (October 6, October 22, November 4, November 13, December 3 and December 11, 1981) forty-two proposed ordinances for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Meil, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 are said ordinances as passed (the *Italic* heading in each case not being a part of the ordinance):

Grant to Acorn Cushion Spring 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 Acorn Cushion Spring Company, Inc., a corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a retractable loading platform on the westerly side of W. 32nd Street between S. Shields and S. Princeton Avenues, located at No. 325 W. 32nd Street. Said retractable loading platform shall not exceed five (5) feet in length, eight (8) feet in width, nor forty-three (43) inches in height; for a period of five (5) years from and after February 1, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 dollars (\$150.00) per annum, in advance, the first payment to be made as of February 1, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the

public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Airco, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Airco, Inc. upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) eighteen-inch water pipes under and across S. Lumber Street at a point twenty (20) feet west of the west line of S. Stewart Avenue, used for the purpose of taking water from the north branch of Chicago River; for a period of five (5) years from and after September 5, 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 Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of September 5, 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 American National Bank, Trustee, U/T No. 33204.

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 as Trustee U/T 33204, upon the terms and subject to the conditions of this ordinance, to maintain and use an underground concrete mud basin with a strainer to be maintained in accordance with the specifications and under the supervision of the Metropolitan Sanitary District, the Department of Water and Sewers and the Department of Streets and Sanitation of the City of Chicago. Said concrete mud basin is to be placed at a depth of not less than eight (8) feet under West North Avenue. The basin herein mentioned is to be

secured with a thirty-six (36) inch diameter cast iron frame and a locked metal extra-security cover in order to prevent any hazard or damage to the public. Said concrete mud basin is to be located under the public sidewalk adjacent to the premises known as No. 226 West North Avenue legally described as follows: That part of North Avenue described as: The North 6 feet of the South 34 feet of the East 4 feet of the West 21 feet of Lot 5 in John Henrich's Subdivision of Lots 14, 15, 16 and 17 in the Assessor's Division of Lots 23, 24, and 25 in North addition to Chicago in the Southwest Quarter of the Southeast Quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, seventeen (17) feet west of the west line of N. North Park Avenue. The maintenance is to be under the supervision and in accordance to the City of Chicago's Municipal Code and the Department of Streets and Sanitation. Said concrete mud basin is 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 December 30, 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 Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of December 30, 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 API Industries, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to API Industries, Inc., a corporation upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an eight (8) inch conduit, containing a two (2) inch suction pipe and a one and one-half (1-1/2) inch return pipe under and across the north-south twenty-foot public alley east of N. Knox Avenue at a point one hundred nine (109) feet north of the north line of W. Palmer Street; for a period of five (5) years from and after December 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 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 and no/100 dollars (\$200.00) per annum, in advance, the first payment to be made as of December 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.

Grant to Augustana Hospital and Health Care Center.

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

SECTION 1. Permission and authority are hereby given and granted to Augustana Hospital and Health Care Center, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a ten (10) inch conduit, containing a three (3) inch steam pipe and a one-and-one half (1 1/2) inch condensate return pipe under and across W. Dickens Avenue one hundred eleven (111) feet west of the west line of N. Sedgwick Street, connecting the Augustana Hospital, located on the southwest corner of N. Sedgwick Street and W. Dickens Avenue, with the Illinois Department of Children and Family Services Building located on the northwest corner of N. Sedgwick Street and W. Dickens Avenue; for a period of five (5) years from and after December 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 \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 dollars (\$216.00) per annum, in advance, the first payment to be made as of December 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 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 Austin Bank of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Austin Bank of Chicago, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed an ornamental revolving clock, five (5) feet in height, securely and properly attached to the building located at the southwest corner of N. Waller Avenue and W. Lake Street, known as No. 5645 W. Lake Street, extending not more than five (5) feet beyond the face of the building at said location; for a period of five (5) years from and after January 19, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 dollars (\$100.00) per annum, in advance, the first payment to be made as of January 19, 1982, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding

Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$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.

Grant to Nick Beucher & Sons Co.

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

SECTION 1. Permission and authority hereby are given and granted to Nick Beucher & Sons Co., 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 connecting with the tracks of the Chicago, Milwaukee, St. Paul and Pacific Railroad in N. Cherry Avenue at a point west of the south line of W. Weed Street produced west, thence running in a southerly direction on a curve along and across N. Cherry Avenue, a distance of one hundred ninety-five (195) feet to the west line of N. Cherry Avenue, thence across private property and across W. Blackhawk Street westerly of the west line of N. North Branch Street produced north; for a period of five (5) years from and after February 1, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Sixty-eight and no/100 dollars (\$668.00) per annum, in advance, the first payment to be made as of February 1, 1982, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to C & M Packing Company.

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

SECTION 1. Permission and authority are hereby given and granted to C & M Packing Company, upon the terms and subject to the conditions of this ordinance to maintain and use as now erected one (1) ten (10) inch I-beam extending ten (10) feet over the sidewalk from the premises known as No. 853 W. Fulton Street; for a period of five (5) years from and after September 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 Two Hundred Fifty-two and no/100 dollars (\$252.00) per annum, in advance, the first payment to be made as of September 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 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 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 the 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 Citizens National Bank of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Citizens National Bank of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a twelve (12) four-inch pneumatic tube assembly encased in a concrete container four (4) feet in diameter under the sidewalk space, beginning from a manhole, thirty-two inches in diameter, at a point forty (40) feet north from the northwest corner of N. Laramie Avenue and W. Chicago Avenue, to a second manhole, thirty-two inches in diameter, in front of the premises known as No. 5200 W. Chicago Avenue, thence proceeding on a curve and westerly on the northerly side of W. Chicago Avenue for a distance of two hundred twenty (220) feet across the driveway entrance of the drive-in banking facility and into private property; for a period of five (5) years from and after October 6, 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 Nine Hundred and no/100 dollars (\$900.00) per annum, in advance, the first payment to be made as of October 6, 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 DePaul University: Underground Condensate and Steam Piping.

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

SECTION 1. Permission and authority are hereby given and granted to DePaul University, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use underground condensate and steam piping, which entails the installation of conduits, pipes, vaults, and related equipment, under and

across the public way known commonly as Garland Court, at a point seventy-two (72) feet north of the north line of East Jackson Boulevard. When installed, said piping shall connect buildings presently known as Sixty-four (64) and Eighty (80) East Jackson, respectively, and shall occupy a subsurface area six (6) feet in width and eighteen (18) feet in length. Said privileged use of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago, will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege,

a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional Insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to DePaul University: Vaulted Sidewalk

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

SECTION 1. Permission and authority are hereby given and granted to DePaul University, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted sidewalk area adjacent to its property at 243 South Wabash Avenue. Said vaulted area shall run under and along the east sidewalk of South Wabash, commencing at the south property line of 243 South Wabash, and running northerly therefrom a total length of ninety-seven feet six inches (97'6"), at a width of sixteen feet nine inches (16'9") and at a depth of one (1) story. Said vaulted area 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 to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Three Hundred Ten and no/100 dollars (\$1,310.00) 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 failure, neglect or refusal of said grantee so to do, the City of Chicago, will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as Additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses

which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The Edgewater Hospital, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to The Edgewater Hospital, Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of subsurface land (vault) under the public sidewalk and also under the north-south sixteen (16) foot public alley adjacent thereto on West Hollywood Avenue located approximately one hundred ten (110) feet west of the west line of North Ashland Avenue. Said subsurface land shall be thirty-eight (38) feet in length, approximately eighteen (18) feet in width under that portion of the public sidewalk and twenty-four (24) feet in width under the portion of the public alley and approximately eight (8) feet in depth. Said subsurface land (vault) shall be used as a laundry facility and shall be connected to an existing laundry facility located under grantee's property; for a period of five (5) years from and after December 30, 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 to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 dollars (\$100.00) per annum, in advance, the first payment to be made as of December 30, 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.

Granted to Peter Eckrich & Sons, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Peter Eckrich & Sons, Inc., to maintain and use as now installed an eighteen (18) inch Ric-Wil conduit containing a six (6) inch steam line, a two (2) inch condensate return pipe, and a four (4) inch communication wiring enclosure, under and across S. Lituanica Avenue between W. 37th Place and W. 38th Street, connecting the premises known as No. 3750 S. Lituanica Avenue with the premises known as No. 3751 S. Lituanica Avenue at a point one hundred twenty-eight (128) feet south of the centerline of West 37th Place, for a period of five (5) years from and after December 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 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 December 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 Fulton Street Wholesale Market Company.

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

SECTION 1. Permission and authority are hereby given and granted to Fulton Street Wholesale Market Company to maintain and use as now erected one (1) ten (10) inch I-beam extending ten (10) feet six (6) inches over the sidewalk from the premises known as No. 848 W. Fulton Street; for a period of five (5) years from and after December 30, 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 the cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 dollars (\$200.00) per annum, in advance, the first payment to be made as of December 30, 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.

Grant to Glidden C & R Division, SCM Corporation

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

SECTION 1. Permission and authority are hereby given and granted to Glidden C & R Division, SCM Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now installed a ten-inch conduit containing an insulated two-inch steam main and a one-and-one-half inch insulated condensate return, with necessary pipes, wires and other equipment under and across N. Leclaire Avenue at a point four hundred twenty-eight (428) feet north of the north line of W. Bloomingdale Avenue; 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 the sum of Two Hundred Sixteen and no/100 dollars (\$216.00) per annum, in advance, the first payment to be made as of _____ 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.

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 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 Investment Properties Associates: Tunnel.

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

SECTION 1. Permission and authority are hereby given and granted to Investment Properties Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use a pedestrian tunnel or passageway under W. Calhoun Place twenty-eight (28) feet east of the easterly side of N. LaSalle Street, at a depth of twenty-one (21) feet three (3) inches, to be constructed diagonally twenty-two (22) feet in length and fourteen (14) feet in width, outside dimensions, a total of five hundred seventy-three (573) square feet, to be used to connect the premises known as No. 1 N. LaSalle Street with the premises known as No. 33 N. LaSalle Street; for a period of five (5) years from and after February 9, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand One Hundred One and no/100 dollars (\$1,101.00) per annum, in advance, the first payment to be made as of February 9, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to

determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the 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 Investment Properties Associates: Water Pipes.

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

SECTION 1. Permission and authority are hereby given and granted to Investment Properties Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twelve (12) inch water intake pipe and a ten (10) inch water discharge pipe under and across the lower level of East Wacker Drive, connecting the Stone Container Building, located at 360 North Michigan Avenue with the Chicago River. Said pipelines shall exit the basement line of the Stone Container Building at a point two hundred sixty-five (265) feet southwest of the west line of North Michigan Avenue, and shall enter the Chicago River at the southeast dock line at a point Three Hundred Thirty (330) feet southwest of the west line of North Michigan Avenue, spanning a total distance under and across lower Wacker Drive of one hundred eighty (180) feet. Said pipeline privilege shall continue to exist, for the purpose of obtaining and returning the water of the Chicago River for the air conditioning plant of the Stone Container Building, by authority herein granted for a period of five (5) years from and after January 18, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$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 Six Hundred and Seventy-six and no/100 dollars (\$676.00) per annum, in advance, the first payment to be made as of January 18, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Henry Juracic d/b/a Mutual Marketplace: One I-Beam.

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

SECTION 1. Permission and authority are hereby given and granted to Henry Juracic d/b/a Mutual Marketplace, upon the terms and subject to the conditions of this ordinance, to maintain and use as now erected one (1) ten (10) inch I-beam extending eleven (11) feet over the sidewalk from the premises known as Nos. 926-928 W. Fulton Market; for a period of five (5) years from and after October 13, 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 Two Hundred and no/100 dollars (\$200.00) per annum, in advance, the first payment to be made as of October 13, 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 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 Henry Juracic /Mutual Marketplace: Two I-Beams.

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

SECTION 1. Permission and authority are hereby given and granted to Henry Juracic/Mutual Marketplace, 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 eleven (11) feet over the sidewalk from the premises known as Nos. 920-924 W. Fulton Market; for a period of five (5) years from and after October 13, 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 Four Hundred and no/100 dollars (\$400.00) per annum, in advance, the first payment to be made as of October 13, 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 U. K. LaSalle, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to U. K. LaSalle, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use an ornamental clock at the corner of LaSalle St. and Adams St., on second floor of building located at 208 S. LaSalle Street. The authority herein granted shall be for a period of five (5) years from and after November 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 One Hundred and no/100 dollars (\$100.00) per annum, in advance, the first payment to be made as of November 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 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 LaSalle National Bank of Chicago, Trustee, U/T No. 32025.

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 of Chicago, as Trustee U/T 32025, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a two-story covered bridge or passageway six (6) feet in width over and across the north-south public alley between S. Wells Street and S. Franklin Street, connecting the fifth and sixth floors of the premises known as No. 320 S. Wells Street with corresponding floors of the premises known as No. 337 S. Franklin Street; for a period of five (5) years from and after March 10, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of March 10, 1982, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. 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 fail to provide yearly Public Liability and Property Damage Insurance, or fail 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 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 & Trust Company, Trustee U/T No. 46887.

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 & Trust Company, as Trustee U/T 46887 upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered conveyor bridge over and across W. 44th Street between S. Hamlin Avenue and S. Springfield Avenue connecting the south side of the premises known as No. 3843 W. 43rd Street with the north side of the premises known as No. 4417 S. Springfield Avenue. Said conveyor bridge shall not exceed eight (8) feet ten (10) inches in height nor nine (9) feet one (1) inch in width, inside dimensions and the lowest portion of same shall be not less than twenty-one (21) feet above the surface of the street at said location; for a period of five (5) years from and after January 20, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of January 20, 1982, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to LaSalle National Bank, Trustee, U/T No. 103639.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank as Trustee U/T 103639, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, subsurface space (vaults) under the west side of Plymouth Court and the east side of S. Dearborn Street, between Van Buren and Harrison Streets, commonly known as 417-421 S. Dearborn Street.

Said subsurface space consists of a strip approximately 12 feet wide, extending immediately east from building line of the LaSalle Extension University Building, approximately 50 feet in length along Plymouth Court and a strip approximately 12.5 feet wide extending immediately west from the aforesaid building line, being approximately 50 feet in length along Dearborn Street. Subsurface space on Plymouth Court contains approximately 600 square feet of usable area; subsurface space on Dearborn Street contains approximately 360 square feet of usable area for a combined total of 960 square feet. Said space is used for storage purposes. The authority herein granted shall be 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 \$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 Five Hundred Eighty-eight and no/100 dollars (\$588.00) 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 Lissner Corporation

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

SECTION 1. Permission and authority are hereby given and granted to Lissner Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform on the westerly side of W. Hickory Avenue between W. Bliss Street and N. Ogden Avenue; said loading platform not exceeding three hundred fifteen (315) feet in length ten, (10) feet in width nor four (4) feet in height; for a period of five (5) years from and after September 5, 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 Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of September 5, 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 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 Oscar Mayer & Co., Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Oscar Mayer & Co., Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use an electrical service connection in a two and one-half inch heavywall galvanized conduit under and along the sidewalk area on West Scott Street beginning at a point approximately four hundred fifty (450) feet east of the east line of North Sedgwick Street known as Building No. 31 and proceeding in an easterly direction under and along said sidewalk area approximately two (2) feet from the property line and placed approximately three (3) feet in depth for a distance of ninety-six (96) feet; thence entering private property of the grantee to Building No 33. Said conduit is to be used for the purpose of communication; for a period of five (5) years from and after September 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 \$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 Two Hundred Forty-six and no/100 dollars (\$246.00) per annum, in advance, the first payment to be made as of September 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 appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to John R. Morreale, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to John R. Morreale, Inc., 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 eight (8) feet over the sidewalk from the premises known as No. 216 N. Peoria Street; for a period of five (5) years from and after November 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 Four Hundred Seventy-three and no/100 dollars (\$473.00) per annum, in advance, the first payment to be made as of November 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 appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the

responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Gordon K. Nelson and Donald A. Nelson, Trustees

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

SECTION 1. Permission and authority are hereby given and granted to Gordon K. Nelson and Donald A. Nelson, as Trustees under the Last Will and Testament of Authur E. Nelson, Deceased, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed an area, namely two (2) roadways, under the lower level of S. Pulaski Road, at approximately 3900 South and three hundred seventy (370) feet east of S. Karlov Avenue. Said area adjoins the Gulf, Mobile and Ohio Railroad Company tracks on the northerly side and is to be used for ingress and egress to property inaccessible. The area to be used for the roadways will be approximately sixty-four hundred (6400) square feet. This ordinance is subject to the following conditions:

1. Separate one-way roadways, with proper connections to the existing service drive east of S. Pulaski Road.
2. Adequate physical protection be provided for the supporting columns of the above structures, namely S. Pulaski Road. Suitable highway guard rails or its equivalent physical barriers are to be installed.
3. If this portion of the S. Pulaski Road structure is under the jurisdiction of the Illinois Department of Transportation, State approval must be obtained. Maintenance is to be approved and under the jurisdiction of the Department of Streets and Sanitation; further all barriers and guard railings to be in accordance with the City of Chicago Municipal Code and to the satisfaction of the Commissioner of Public Works.

This ordinance shall take effect and be in force for a period of three years from and after February 28, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$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 Six Hundred Ten and no/100 dollars (\$610.00) per annum, in advance, the first payment to be made as of February 28, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must

be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the 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 North Park College and Theological Seminary

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

SECTION 1. Permission and authority are hereby given and granted for a temporary easement to North Park College and Theological Seminary, upon the terms and subject to the conditions of this ordinance to maintain and use the easterly portion of the public right-of-way known as N. Albany Avenue, as an extension of the athletic track facility. The length of the said portion is to be limited to four hundred ten (410) feet, and shall begin from the southeast corner of W. Foster Avenue and N. Albany Avenue, to provide adequate space at the south end of the "dead end" N. Albany Avenue for access to the foot path across the North Branch of the Chicago River described as follows: Said area begins at a point south of the south line of W. Foster Avenue and east of the east line of N. Albany Avenue, continuing south a distance approximately four hundred ten (410) feet, thence changing to a westerly direction, continuing for a distance of approximately fourteen (14) feet, thence changing to a northerly direction, continuing approximately four hundred ten (410) feet, thence changing to an easterly direction, continuing approximately fourteen (14) feet to the point of beginning, for a total of fifty-seven hundred forty (5740) square feet. Every effort should be made to save the existing trees along the fence line, in order to maintain a continued pleasant aesthetic appearance of the area to the residences on N. Albany Avenue. In the event any trees are removed from the subject area, the North Park College (grantee) will replace with trees, equal to or better in quality and size, all to be located within the City of Chicago Parkway. All said work to be performed with the approval and supervision of the Department of Streets and Sanitation. Further, all relocation of water and sewer lines along with City fire hydrants is to be performed under the supervision of the Commissioners of Water/Sewers and Fire Department. Permit will be issued subject to the above conditions for a period of three (3) years from and after November 14, 1981.

Use of Land

Grantee shall not use or suffer or permit any person to use the Land or any part thereof for any purpose other than the above stated. Grantee shall not put any improvements on the Land without the City of Chicago's written consent. All improvements so authorized by the City Council (including the preparation of the site for use as a parking lot) shall be accomplished at the grantee's sole expense and grantee shall not permit any mechanic's or materialmen's liens to be perfected on the Land as a result of such improvements. Any and all maintenance, use or installation of temporary improvements will be subject to regulations set forth by the City of Chicago Municipal Code and the Chicago Zoning Ordinance as published in recent pamphlet forms.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$20,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Two Hundred Fifty and no/100 dollars (\$1,250.00) per annum, in advance, the first payment to be made as of November 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 \$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 Philip Properties, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Philip Properties, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete loading platform, one hundred twenty (120) feet in length, eleven (11) feet in width at the north end thereof, curving to a width of five (5) feet at the south end of said loading platform, and four (4) feet in height, located in front of the premises known as No. 2268 S. Lumber Street; for a period of five (5) years from and after November 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 Hundred Fifty and no/100 dollars (\$150.00) per annum, in advance, the first payment to be made as of November 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. 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 Premier Metal Works, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Premier Metal Works, Inc., to maintain and use as now constructed a loading platform in the sidewalk space adjoining the premises located at No. 1616 S. Clinton Street. Said loading platform being nine (9) feet in length, four (4) feet in width and two (2) feet in height; for a period of five (5) years from and after February 1, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 dollars (\$150.00) per annum, in advance, the first payment to be made as of February 1, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Rauland-Borg Corporation

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

SECTION 1. Permission and authority are hereby given and granted to Rauland-Borg Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a fourteen inch pipe containing wires and other related equipment, under and across the east-west public alley between W. Addison Street and W. Eddy Street connecting the premises known as No. 3541 W. Addison Street with the premises known as No. 3540 W. Eddy Street; for a period of five (5) years from and after December 7, 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 Three Hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of December 7, 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 R L D Investment Partnership.

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

SECTION 1. Permission and authority hereby are given and granted to R L D Investment Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a six-inch sprinkler pipe under and across W. 58th Street at a point two hundred five (205) feet east of the east line of S. Halsted Street, continuing under the parkway on the north side of said W. 58th Street westerly under and along said parkway a distance of seventy (70) feet, thence north under and along the north-south public alley east of S. Halsted Street a distance of eighty-five (85) feet, connecting the premises known as No. 5801 S. Halsted Street with the premises known as No. 5745 S. Halsted Street; said pipe used for fire protection purposes only; for a period of five (5) years from and after November 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 \$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 Seventy-one and no/100 dollars (\$371.00) per annum, in advance, the first payment to be made as of November 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 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 Roadway Express, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Roadway Express, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use that portion of unimproved and unused "dead-end" S. St. Louis Avenue being south of the tracks of the Grand Trunk Western Railroad and north from W. 51st, to be used for the purpose of parking. Boundaries of said area are as follows: beginning at a point north of the north line of W. 51st Street, on the property line east of S. St. Louis Avenue, proceeding in a northerly direction for a distance of approximately six hundred thirty-eight point twenty-nine (638.29) feet thence changing to a westerly direction and continuing for a distance of approximately sixty-six (66) feet thence changing to a southerly direction and continuing a distance approximately six hundred thirty-eight point twenty-nine (638.29) feet thence changing to an easterly direction and continuing for a distance of approximately sixty-six (66) feet to a point of beginning for a total of approximately forty-two thousand one hundred twenty-seven point fourteen (42,127.14) square feet, adjacent to its terminal facility located at No. 3434 W. 51st Street; for a period of three (3) years from and after January 1, 1982.

Use of land

Grantee shall not use or suffer or permit any person to use the Land or any part thereof for any purpose other than the above stated. Grantee shall not put any improvements on the Land without the City of Chicago's written consent. All improvements so authorized by the City Council (including the preparation of the site for use as a parking lot) shall be accomplished at the grantee's sole expense and grantee shall not permit any mechanic's or materialmen's lien to be perfected on the Land as a result of such improvements. Any and all maintenance, use or installation of temporary improvement will be subject to regulations set forth by the City of Chicago Municipal Code and the Chicago Zoning Ordinance as published in recent pamphlet forms.

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 Thousand Four Hundred Thirty-eight and no/100 dollars (\$3,438.00) per annum, in advance, the first payment to be made as of January 1, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$2,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Steiner Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Steiner Corp., upon the terms and subject to the conditions of this ordinance to maintain and use as now installed an 8-inch water pipe under and along the first north-south public alley west of N. Leavitt Street on the south side of W. Oakdale Avenue beginning at an existing water meter vault and running one hundred fifty-four (154) feet south into the premises known as No. 2221 W. Oakdale Avenue, used for fire protection purposes only; for a period of five (5) years from and after January 17, 1982.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00 said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Four and no/100 dollars (\$304.00) per annum, in advance, the first payment to be made as of January 17, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written Acceptance of this Ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Union Special Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Union Special Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a tunnel not exceeding eighteen (18) feet and eleven (11) feet in width, under and across the east-west public alley south of W. Hubbard Street at a point forty two (42) feet west of the west line of N. Franklin Street; for a period of five (5) years from and after December 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 \$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 Four Hundred and no/100 dollars (\$400.00) per annum, in advance, the first payment to be made as of December 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 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 Universal Metal Hose Company.

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

SECTION 1. Permission and authority are hereby given and granted to Universal Metal Hose Company, upon the terms and subject to the conditions of this ordinance to maintain and use an eight-inch cast iron water pipe under and across the north-south public alley between S. Kedzie Avenue and S. Troy Street to convey water from the premises known as Nos. 2133-2135 S. Kedzie Avenue to the premises known as Nos. 2130-2144 S. Troy Street, to be used for fire protection purposes only; for a period of five (5) years from and after October 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 to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 dollars (\$200.00) per annum, in advance, the first payment to be made as of October 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 \$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 Volkman Manufacturing 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 Volkman Manufacturing Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a six-inch sprinkler water main under and along the fourteen-foot northwesterly-southeasterly public alley northeast of N. State Street, from the meter vault south of the south line of W. Prindiville Street, southeast a distance of one hundred sixty (160) feet into a private alley to be used for fire protection purposes only; for a period of five (5) years from and after December 5, 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 Three Hundred Thirteen and no/100 dollars (\$313.00) per annum, in advance, the first payment to be made as of December 5, 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.

Grant to Woman's Athletic Club of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Woman's Athletic Club of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault beneath the surface of E. Ontario Street, adjacent to premises known as Nos. 114-122 E. Ontario Street. Said vault not exceeding eighty-five (85) feet two (2) inches in length, nineteen (19) feet in width nor twenty (20) feet in depth; for the period of five (5) years from and after July 11, 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 to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Eight Hundred Seventy-six and no/100 dollars (\$3,876.00) per annum, in advance, the first payment to be made as of July 11, 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, alterations, 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.

**Amendment of Ordinance Concerning Grant of
Privilege to Hwa Ja Lim.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, January 8, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body pass the proposed amending ordinance transmitted herewith (referred on October 22, 1981) passed by the City Council on March 31, 1981, pages 5829-30, granting permission to Hwa Ja Lim, to maintain and use as now constructed a ventilating shaft over the sidewalk in front of and attached to the premises known as No. 5600 N. Ridge Avenue, be and the same is hereby amended by striking out of Section 1 and Section 2 as printed, the following:

Hwa Ja Lim

and inserting in lieu thereof:

"Hyung H. Woo"

and also inserting in lieu thereof:

October 1, 1981.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 *Amendatory* ordinance, as passed:

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

SECTION 1. That the ordinance passed by the City Council on March 31, 1981, pages 5829-30, granting permission to Hwa Ja Lim, an individual, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a ventilating shaft fourteen (14) inches in diameter and nineteen (19) feet in length over the sidewalk in front of and attached to the premises known as No. 5600 N. Ridge Avenue for a period of five (5) years from and after April 12, 1981 be and the same is hereby amended by striking out of Section 1 and Section 2 as printed, the following:

Hwa Ja Lim

and inserting in lieu thereof:

"Hyung H. Woo"

April 12, 1981

and also inserting in lieu thereof:

October 1, 1981.

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

**Orders Passed for Grants of Privileges
in Public Ways.**

The Committee on Local Industries, Streets and Alleys to which had been referred (October 6, October 22, November 4, November 13, December 3 and December 11, 1981) fifty-one 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* of the said proposed orders was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 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 Division Street attached to the building or structure located at Nos. 2032-2046 W. Division Street for a period of three (3) years from and after August 7, 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 37 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-two and no/100 dollars (\$62.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Acme-Wiley Corporation: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Acme-Wiley Corporation to construct, maintain and use a canopy over the public right-of-way in South Wabash Avenue attached to the building or structure located at No. 21 South Wabash Avenue for a period of three (3) years from and after date of passage, 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 12 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 Amalgamated Trust & Savings Bank, No. 400 S. Dearborn St.: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Amalgamated Trust & Savings Bank to maintain and use an existing canopy over the public right-of-way in S. Dearborn Street attached to the building or structure located at No. 400 S. Dearborn Street for a period of three (3) years from and after January 21, 1982 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 16 feet in length, nor 22 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 Amalgamated Trust & Savings Bank, No. 15 W. Monroe St.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Amalgamated Trust & Savings Bank to maintain and use an existing canopy over the public right-of-way in W. Monroe Street attached to the building or structure located at No. 15 W. Monroe Street for a period of three (3) years from and after January 21, 1982 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 12 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 Amalgamated Trust & Savings Bank, No. 102 S. State St.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Amalgamated Trust & Savings Bank to maintain and use an existing canopy over the public right-of-way in S. State Street attached to the building or structure located at No. 102 S. State Street for a period of three (3) years from and after January 21, 1982 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 18 feet in length, nor 32 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 Amalgamated Trust & Savings Bank, No. 45 W. Van Buren St.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Amalgamated Trust & Savings Bank to maintain and use an existing canopy over the public right-of-way in W. Van Buren Street attached to the building or structure located at No. 45 W. Van Buren Street for a period of three (3) years from and after January 21, 1982 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 14 feet in length, nor 17 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 Janusz Antoszewicz: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Janusz Antoszewicz to construct, maintain and use a canopy over the public right-of-way in West Belmont Avenue attached to the building or structure located at No. 6101 W. Belmont Avenue for a period of three (3) years from and after date of passage, 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 6 feet in length, nor 9 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 Butera Finer Foods: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Butera Finer Foods, Inc. to maintain and use an existing canopy over the public right-of-way in W. Diversey Avenue attached to the building or structure located at No. 5140 W. Diversey Avenue for a period of three (3) years from and after

February 3, 1982 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 150 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Seventy-five and no/100 dollars (\$175.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Cafe Bohemia, Inc.: Canopies

Ordered. That the City Comptroller is hereby authorized to issue a permit to Cafe Bohemia, Inc. to maintain and use three (3) existing canopies over the public right-of-way in W. Adams Street and S. Clinton Street attached to the building or structure located at Nos. 540-544 W. Adams Street & 138 S. Clinton Street for a period of three (3) years from and after January 7, 1982 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 to exceed 13', 11' & 11' respectively in length, nor 12', 5', 5' respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred 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 Chicago City Bank and Trust Company U/T Agreement dated
July 25, 1967, Trust No. 7903: Canopy*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Chicago City Bank and Trust Company U/T Agreement dated July 25, 1967, Trust No. 7903 to maintain and use an existing canopy over the public right-of-way in W. 63rd Street attached to the building or structure located at Nos. 610-628 W. 63rd Street for a period of three (3) years from and after December 9, 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 55 feet in length, nor 12 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 Chicago East Hotel: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Chicago East Hotel to maintain and use an existing canopy over the public right-of-way in W. Division Street attached to the building or structure located at No. 11 W. Division Street for a period of three (3) years from and after March 1, 1982 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 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 Chicago Service Parking Company: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Chicago Service Parking Company to maintain and use a canopy over the public right-of-way in West Randolph Street attached to the building or structure located at No. 200 West Randolph Street for a period of three (3) years from and after January 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 to exceed 124 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Forty-nine and no/100 dollars (\$149.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Chicago Stadium Corporation: Canopies

Ordered. That the City Comptroller is hereby authorized to issue a permit to Chicago Stadium Corporation to maintain and use three (3) existing canopies over the public right-of-way in West Madison Street attached to the building or structure located at Nos. 1800-58 W. Madison Street for a period of three (3) years from and after March 12, 1982 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 to exceed 78, 30 and 30 feet respectively in length, nor 16, 9 and 9 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred Thirteen and no/100 dollars (\$213.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Columbia College: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Columbia College to maintain and use an existing canopy over the public right-of-way in East 11th Street attached to the building or structure located at Nos. 62-72 East 11th Street for a period of three (3) years from and after February 25, 1982 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 20 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.

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Grant to DePaul University: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to DePaul University 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. 306 South Wabash Avenue for a period of three (3) years from and after December 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 to exceed 22 feet in length, nor 20 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.

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Grant to Feline Inn: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Feline Inn to construct, maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at No. 1445 N. Wells Street for a period of three (3) years from and after date of passage, 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 3'6" in length, nor 13'4" 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 Firestone Tire and Rubber Company: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Firestone Tire and Rubber Company to maintain and use an existing canopy over the public right-of-way in W. Belmont Avenue attached to the building or structure located at No. 5811 W. Belmont Avenue for a period of three (3) years from and after February 4, 1982 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 40 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-five and no/100 dollars (\$65.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sydney R. Forkosh Memorial Hospital: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sydney R. Forkosh Memorial Hospital to construct, maintain and use a canopy over the public right-of-way in W. Montrose Avenue attached to the building or structure located at No. 2544 W. Montrose Avenue for a period of three (3) years from and after date of passage, 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 10 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 Franciscan Sisters Health Care Corporation: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Franciscan Sisters Health Care Corporation to maintain and use an existing canopy over the public right-of-way in West 19th Street attached to the building or structure located at No. 2875 West 19th Street for a period of three (3) years from and after March 14, 1982 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 67'4" in length, nor 25'10" in width: Upon the filing of the acceptance and bond and payment of Ninety-three and no/100 dollars (\$93.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Garfield Park Comprehensive Community Mental Health Center, Inc.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Garfield Park Comprehensive Community Mental Health Center, Inc. to maintain and use an existing canopy over the public right-of-way in S. Kedzie Avenue attached to the building or structure located at No. 9 South Kedzie Avenue for a period of three (3) years from and after March 3, 1982 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 16 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 Gingiss International, Inc.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Gingiss International, Inc. to maintain and use a canopy over the public right-of-way in West Lake Street attached to the building or structure located at No. 30 West Lake Street for a period of three (3) years from and after January 21, 1982 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 11 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 Goldblatts Bros., Inc.: Canopies

Ordered. That the City Comptroller is hereby authorized to issue a permit to Goldblatts Bros., Inc. to maintain and use two (2) existing canopies over the public right-of-way in North Broadway and North Racine Avenue attached to the building or structure located at No. 4724 N. Broadway and 4723 N. Racine 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 canopies not to exceed 19 and 19 feet respectively in length, nor 20 and 19 feet respectively 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 Casimir G. & Ann J. Gosciniak: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Casimir G. & Ann J. Gosciniak to maintain and use an existing canopy over the public right-of-way in North Central Avenue attached to the building or structure located at No. 3451 N. Central Avenue for a period of three (3) years from and after May 25, 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 22'10" in length, nor 4'2" 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 maintenance of canopies.

Grant to Dang Hoe Restaurant Corporation: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Dang Hoe Restaurant Corporation to maintain and use an existing canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at No. 4003 W. Fullerton Avenue for a period of three (3) years from and after March 1, 1982 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 48 feet in length, nor 2 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 Barbara Miller Holmes, Administrator of Estate of
Robert H. Miller, Deceased: Canopy*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Barbara Miller Holmes, Administrator of the Estate of Robert H. Miller, Deceased to maintain and use an existing canopy over

the public right-of-way in West 79th Street attached to the building or structure located at No. 734 West 79th Street for a period of three (3) years from and after December 30, 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 to exceed 20 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 Illinois Neighborhood Development Corporation: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Illinois Neighborhood Development Corporation to construct, maintain and use a canopy over the public right-of-way in East 71st Street attached to the building or structure located at No. 1950 E. 71st Street for a period of three (3) years from and after date of passage 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 14 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 Irmco Properties and Management Corporation: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Irmco Properties and Management Corporation to maintain and use an existing canopy over the public right-of-way in West Granville Avenue attached to the building or structure located at Nos. 1038-1050 W. Granville Avenue for a period of three (3) years from and after November 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 to exceed 20 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 Jeremiah's Restaurant: Canopies

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jeremiah's Restaurant to maintain and use seven (7) canopies over the public right-of-way in W. Chicago Avenue and N. Western Avenue attached to the building or structure located at No. 2356 W. Chicago Avenue 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 to exceed 12'6", 9'6", 14'9", 18'10", 7'5", 7'5", 7'11" respectively in length, nor 12", 11'6", 4'3", 4'3", 3'3", 3'3", 4'3" respectively in width: Upon the filing of the acceptance and bond and payment of Three Hundred Fifty and no/100 dollars (\$350.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Seong Doo Kim: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Seong Doo Kim to maintain and use an existing canopy over the public right-of-way in W. Diversey Avenue attached to the building or structure located at No. 6956 W. Diversey Avenue for a period of three (3) years from and after February 28, 1982, 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 24'6" in length, nor 3'6" 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 Peter & Frances Kopsaftis: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Peter & Frances Kopsaftis to maintain and use an existing canopy over the public right-of-way in W. Lawrence Avenue attached to the building or structure located at No. 3334 W. Lawrence Avenue for a period of three (3) years from and after March 14, 1982, 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 26 feet in length, nor 4 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 John E. Maloney Company: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to John E. Maloney Company to maintain and use an existing canopy over the public right-of-way in West Devon Avenue attached to the building or structure located at No. 1359 W. Devon Avenue for a period of three (3) years from and after January 1, 1982, 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 20 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 Marzano's Miami Bowl, Inc.: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Marzano's Miami Bowl, Inc. to maintain and use an existing canopy over the public right-of-way in South Archer Avenue attached to the building or structure located at No. 5023 S. Archer Avenue for a period of three (3) years from and after January 30, 1982, 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 21 feet in length, nor 5 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 McClurg Court Associates: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to McClurg Court Associates to maintain and use an existing canopy over the public right-of-way in East Ontario Street attached to the building or structure located at No. 333 East Ontario 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 to exceed 14' in length, nor 27' 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 National Bedding Company, Inc.: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to National Bedding Company, Inc. to maintain and use an existing canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at No. 3716 W. Fullerton Avenue for a period of three (3) years from and after February 28, 1982 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 45 feet in length, nor 2 1/2 feet in width: Upon the filing of the acceptance and bond and payment of Seventy and no/100 dollars (\$70.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Northwest Spanish Seventh-Day-Adventist Church: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Northwest Spanish Seventh-Day-Adventist Church to maintain and use an existing canopy over the public right-of-way in West North Avenue attached to the building or structure located at No. 4138 W. North Avenue for a period of three (3) years from and after January 27, 1982 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 20 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 National Boulevard Bank U/T No. 4307: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to National Boulevard Bank U/T No. 4307 to maintain and use an existing canopy over the public right-of-way in North 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 to exceed 10 feet 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 Pick Congress Corporation: Canopy

Ordered, That the City Comptroller is hereby authorized to issue a permit to Pick Congress Corporation to maintain and use an existing canopy over the public right-of-way in E. Harrison Street attached to the building or structure located at No. 68 E. Harrison Street for a period of three (3) years from and after January 2, 1982 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 81 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Six and no/100 dollars (\$106.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Plitt Theatres, Inc.: Canopies

Ordered, That the City Comptroller is hereby authorized to issue a permit to Plitt Theatres, Inc. to maintain and use three (3) canopies over the public right-of-way in E. Benton Place, E. Lake Street and N. State

Street attached to the building or structure located at Nos. 171-175 N. State Street for a period of three (3) years from and after February 17, 1982 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 to exceed 26', 25', 58' respectively in length, nor 6', 16', 25' respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Eighty-three and no/100 dollars (\$183.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Raphael Hotel Company of Illinois: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Raphael Hotel Company of Illinois 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. 201 E. Delaware Place for a period of three (3) years from and after December 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 to exceed 25'8" in length, nor 10'9" 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 Rockne Theatre, Inc.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Rockne Theatre, Inc. to maintain and use an existing canopy over the public right-of-way in W. Division Street attached to the building or structure located at No. 5825 W. Division Street for a period of three (3) years from and after January 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 to exceed 68 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Ninety-three and no/100 dollars (\$93.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Arthur Rubloff & Co.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Arthur Rubloff & Co. 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 No. 5657 W. Belmont Avenue for a period of three (3) years from and after February 28, 1982 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 35 feet in length, nor 2 feet in width: Upon filing of the acceptance and bond and payment of Sixty and no/100 dollars (\$60.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sage's Folly, Inc.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sage's Folly, Inc. to construct, maintain and use a canopy over the public right-of-way in E. Walton Street attached to the building or structure located at Nos. 135-137-139 E. Walton Street for a period of three (3) years from and after date of passage of this ordinance, 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 13 feet 6 inches in length, nor 21 feet 10 inches 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 Saraniecki Bros. Continental Caters d/b/a Garden Walk: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Saraniecki Bros. Continental Caters d/b/a Garden Walk to maintain and use an existing canopy over the public right-of-way in W. Fullerton Avenue attached to the building or structure located at No. 3705 W. Fullerton Avenue for a period of three (3) years from and after February 28, 1982 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 8 feet in length, nor 4 feet in width: Upon 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 Seals Funeral Home: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Seals Funeral Home to construct, maintain and use a canopy over the public right-of-way in South Ashland Avenue attached to the building or structure located at No. 8400 S. Ashland Avenue for a period of three (3) years from and after date of passage, 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 12 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 Sears, Roebuck and Co.: 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 W. Fillmore Street attached to the building or structure located at No. 3330 W. Fillmore 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 to exceed 12 feet in length, nor 16 feet in width: Upon 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 Sicily Restaurant: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sicily Restaurant to maintain and use an existing canopy over the public right-of-way in N. Harlem Avenue attached to the building or structure located at No. 2743 N. Harlem Avenue for a period of three (3) years from and after February 29, 1982 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 50 feet in length, nor 12 feet in width: Upon filing of the acceptance and bond and payment of Seventy-five and no/100 dollars (\$75.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to South Chicago Community Hospital: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to South Chicago Community Hospital to maintain and use an existing canopy over the public right-of-way in E. 92nd Place attached to the building or structure located at No. 2311 E. 92nd Place for a period of three (3) years from and after February 4, 1982 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 55 feet in length, nor 10 feet in width: Upon 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 The Dearborn Restaurant & Lounge, Inc.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Dearborn Restaurant & Lounge, Inc. to maintain and use a canopy over the public right-of-way in N. Dearborn Street attached to the building or structure located at No. 163 N. Dearborn Street for a period of three (3) years from and after March 1, 1982 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 13 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 The Florsheim Shoe Company: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Florsheim Shoe Company to maintain and use an existing canopy over the public right-of-way in S. Canal Street attached to the building or structure located at No. 130 S. Canal Street for a period of three (3) years from and after December 7, 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 29 feet in length, nor 12' 8" in width: Upon the filing of the acceptance and bond and payment of Fifty-four and no/100 dollars (\$54.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to The Northern Trust Company, Trustee, U/T No. 19559: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Northern Trust Company, Trustee, U/T No. 19559, Agents to maintain and use an existing canopy over the public right-of-way in North Wabash Avenue attached to the building or structure located at Nos. 747-757 N. Wabash Avenue for a period of three (3) years from and after October 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 to exceed 20 feet in length, nor 10 feet in width: Upon 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 Shubert Organization, Inc.: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Shubert Organization, Inc. to maintain and use an existing canopy over the public right-of-way in East Balbo Avenue attached to the building or structure located at No. 60 East Balbo Avenue for a period of three (3) years from and after

December 4, 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 60 feet in length, nor 15 feet in width: Upon filing of the acceptance and bond and payment of Eighty-five and no/100 dollars (\$85.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 30 East Randolph Corporation: Canopy

Ordered. That the City Comptroller is hereby authorized to issue a permit to 30 East Randolph Corporation to construct, maintain and use a canopy over the public right-of-way in North Wabash Avenue attached to the building or structure located at Nos. 150-156 N. Wabash Avenue for a period of three (3) years from and after date of passage, 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 20 feet in length, nor 18 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.

**Ordinances Passed for Street and Alley Improvements
by Special Assessment.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (on November 30 and December 3, 1981) thirty-two 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--Alderman Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 thirty-two improvement ordinances as passed:

*Alleys between W. 124th St., W. 125th St., S. Princeton Av.
and S. Harvard Av. --Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 124th Street, W. 125th Street, S. Princeton Avenue and S. Harvard Avenue.

*Alleys between E. 87th St., E. 88th St., S. Dante Av. and S. Dorchester
Av., Etc. -- Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 87th Street,

E. 88th Street, S. Dante Avenue and S. Dorchester Avenue; also that part of the roadway from a line parallel with and eighteen feet south of the north line of E. 88th Street to the north line of E. 88th Street; also that part of the roadway from a line parallel with and eighteen feet east of the west line of S. Dante Avenue to the west line of S. Dante Avenue; also that part of the roadway from a line parallel with and eighteen feet west of the east line of S. Dante Avenue to the east line of S. Dante Avenue.

*Alley between W. Grace St., W. Waveland, N. Pacific and N. Page
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. Grace Street, W. Waveland, N. Pacific and N. Page Avenues.

*Alley between W. Roscoe St., W. School St., N. Paris Av. and
N. Pioneer Av. -- Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Roscoe Street, W. School Street, N. Paris Avenue and N. Pioneer Avenue.

*Alley between W. 99th St., W. 100th St., S. Normal Av. and
S. Parnell Av., Etc. -- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alley between W. 99th Street, W. 100th Street, S. Normal Avenue and S. Parnell Avenue; also that part of the roadway from a line parallel with and fourteen feet north of the south line of W. 99th Street to the south line of W. 99th Street.

*Alleys between W. 104th Pl., W. 105th St., S. Wentworth Av. and
C. & W. I. RR. -- 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. 104th Place, W. 105th Street, S. Wentworth Avenue and C. & W.I. RR.

*Alley between W. 99th St., W. 100th St., S. Lafayette Av. and S.
Perry Av., Etc. -- Sewer Etc. and Grading, Paving
and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 99th Street, W. 100th Street, S. Lafayette Avenue and S. Parnell Avenue; also that part of the roadway from a line parallel with and eighteen feet north of the south line of W. 99th Street to the south line of W. 99th Street.

*Alleys in Block Bounded by W. 58th St., W. 59th St., S. Nordica Av.
and S. Nottingham Av., Etc. -- Sewers, Etc. and Grading
Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the 15.4' alley roadway from the south line of W. 58th Street to a line parallel with and two hundred forty and ten one-hundredths feet south of the south line of W. 58th Street; also for paving a 15.4' alley roadway from the north line of W. 59th Street to a line parallel with and three hundred twenty-two and ten one-hundredths feet north of the north line of W. 59th Street; also that part of the roadway from a line parallel with and seventeen feet north of the south line of W. 58th Street to the south line of W. 58th Street in the block bounded by W. 58th Street, W. 59th Street, S. Nordica Avenue and S. Nottingham Avenue.

*Alley between E. 89th Pl., E. 90th St., S. St. Lawrence Av. and
S. Eberhart Av., Etc. -- Sewers, 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. 89th Place, E. 90th Street, S. St. Lawrence Avenue and S. Eberhart Avenue; also that part of the roadway from a line parallel with and twenty feet east of the west line of S. St. Lawrence Avenue to the west line of S. St. Lawrence Avenue.

*Alley between W. 44th St., W. 45th St., S. Lawler Av. and
S. Leclaire Av., Etc. -- Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between W. 44th Street, W. 45th Street, S. Lawler Avenue and S. Leclaire Avenue; also that part of the roadway from a line parallel with and eighteen feet south of the north line of W. 45th Street to the north line of W. 45th Street.

*Alleys between W. 41st St., W. 42nd St., S. Fairfield Avenue
and S. California Av., Etc. -- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete catchbasin complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 41st Street, W. 42nd Street, S. Fairfield Avenue and S. California Avenue; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of W. 42nd Street to the north line of W. 42nd Street.

*Alley between E. 104th St., E. 105th St., S. Forest Av.
and S. Prairie 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 E. 104th Street, E. 105th Street, S. Forest Avenue and S. Prairie Avenue; also that part of the north-south alley from a line parallel with and eighteen feet north of the south line of E. 104th Street to the south line of E. 104th Street; also that part of the north-south alley from a line parallel with and eighteen feet south of the north line of E. 105th Street to the north line of E. 105th Street.

*Alleys between E. 105th St., E. 106th St., S. Calumet Av.
and S. Forest 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 E. 105th Street, E. 106th Street, S. Calumet Avenue and S. Forest Avenue; also that part of the roadway from a line parallel with and eighteen feet north of the south line of E. 105th Street to the south line of E. 105th Street.

*Alleys between E. 106th St., E. 107th St., S. Prairie Av.
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. 106th Street, E. 107th Street, S. Prairie Avenue and S. Indiana Avenue.

*Alleys between E. Brayton St., E. 126th St., S. Michigan Av.
and S. State St., Etc. -- Sewers Etc. and Grading, Paving
and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. Brayton Street, E. 126th Street, S. Michigan Avenue and S. State Street; also that part of the east-west roadway from a line parallel with and twelve feet east of the west line of S. Michigan Avenue to the west line of S. Michigan Avenue; also that part of the east-west roadway from a line parallel with and nineteen feet west of the east line of S. State Street to the east line of S. State Street.

*Alley between W. 120th St., W. 121st St., S. Perry Av.
and S. LaSalle St., Etc. -- Sewers, 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. 120th Street, W. 121st Street, S. Perry Avenue and S. La Salle Street; also that part of the roadway from a line parallel with and eighteen feet north of the south line of W. 120th Street to the south line of W. 120th Street.

*Alleys between W. 78th, W. 79th, S. Wood and S. Honore Sts.-
Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 78th, W. 79th, S. Wood and S. Honore Streets.

*Alley between W. 79th St., W. 79th Pl., S. Damen Av.
and S. Hoyne 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. 79th Street, W. 79th Place, S. Damen Avenue and S. Hoyne Avenue.

*Alley between W. 81st St., W. 82nd St., S. Western Av.
and S. Artesian Av., Etc. -- Sewers, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 81st Street, W. 82nd Street, S. Western Avenue, and S. Artesian Avenue; also that part of the roadway from a line parallel with and eighteen feet north of the south line of W. 81st Street to the south line of W. 81st Street; also that part of the roadway from a line parallel with and eighteen feet south of the north line of W. 82nd Street to the south line of W. 82nd Street.

*Alleys between S. Burnside Av., E. 93rd St., S. Dr. Martin Luther
King Jr. Drive, Etc. -- Sewer, Etc. and Grading, Paving and
Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manhole and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Burnside Avenue, E. 93rd Street, S. Dr. Martin Luther King Jr. Drive; also that part of the northwesterly-southeasterly roadway from a line parallel with and fourteen feet west of the east line of S. Dr. Martin Luther King Jr. Drive.

*Alleys between W. Altgeld St., W. Montana St., N. Avondale Av.
and N. Western Av., Etc. -- Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadways of the alleys between W. Altgeld Street, W. Montana Street, N. Avondale Avenue and N. Western Avenue; also that part of the north-south alley from a line parallel with and fourteen feet south of north line of W. Montana Street to the north line of W. Montana Street.

*Alley between W. 105th, W. 106th, S. Green and S. Peoria Sts.
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. 105th, W. 106th, S. Green and S. Peoria Streets; also that part of the alley from a line parallel with and twenty-five feet north of the south line of W. 105th Street to the south line of W. 105th Street; also that part of the alley from a line parallel with and twenty-five feet south of the north line of W. 106th Street to the north line of W. 106th Street.

*Alley between W. 96th St., W. 97th St., S. Union Av.
and S. Emerald Av., Etc. -- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasin complete, and for grading, paving and otherwise improving the roadway of the alley between W. 96th Street, W. 97th Street, S. Union Avenue and S. Emerald Avenue; also that part of the alley from a line parallel with and eighteen feet north of the south line of W. 96th Street to the south line of W. 96th Street; also that part of the alley from a line parallel with and eighteen feet south of the north line of W. 97th Street to the north line of W. 97th Street.

*Alleys between W. Forest Preserve Av., W. School St., N. Plainfield Av.
and N. Pontiac 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. Forest Preserve Avenue, W. School Street, N. Plainfield Avenue and N. Pontiac Avenue; also that part of the northeasterly-southwesterly roadway from a line parallel with and eighteen feet east of the west line of N. Plainfield Avenue to the west line of N. Plainfield Avenue;

*Alleys between W. 86th Pl., E. 87th St., S. Stony Island Av.
and S. Blackstone Av., Etc. -- Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between E. 86th Place, E. 87th Street, S. Stony Island Avenue and S. Blackstone Avenue; also that part of the roadway from a line parallel with and sixteen feet north of the south line of E. 86th Place to the south line of E. 86th Place; also that part of the roadway from a line parallel with and ten feet south of the north line of E. 87th Street to the north line of E. 87th Street; also that part of the roadway from a line parallel with and eighteen feet west of the east line of S. Blackstone Avenue to the east line of S. Blackstone Avenue.

*Alleys between W. North Shore, N. Onarga, N. Octavia
and N. Odell Aves. 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. North Shore, N. Onarga, N. Octavia and N. Odell Avenues; also that part of the northwesterly-southeasterly alley from a line parallel with and eighteen feet east of the westerly line of N. Octavia Avenue to the westerly line of N. Octavia Avenue; also that part of the northwesterly-southeasterly alley from a line parallel with and nineteen feet west of the easterly line of N. Odell Avenue to the easterly line of N. Odell Avenue.

*Alleys between N. Milwaukee, W. Birchwood, N. Harlem
and N. Oconto Aves., Etc. -- Grading, Paving and
Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between N. Milwaukee, W. Birchwood, N. Harlem and N. Oconto Avenues; also that part of the roadway from a line parallel with and nineteen feet west of the east line of N. Oconto Avenue to the east line of N. Oconto Avenue.

*Alleys between W. Gregory St., W. Catalpa, N. Melvina
and N. Mobile Aves., Etc. -- Grading, Paving and
Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. Gregory Street, W. Catalpa Avenue, N. Melvina Avenue and N. Mobile Avenue; also that part of the roadway of the north-south alley first west of N. Melvina Avenue from a line parallel with and twelve feet north of the south line of W. Gregory Street to the south line of W. Gregory Street; also that part of the roadway from a line parallel with and sixteen feet south of the north line of W. Catalpa Avenue to the north line of W. Catalpa

Avenue; also that part of the roadway from the north-south alley second west of N. Melvina Avenue from a line parallel with and fifteen and five-tenths feet north of the south line of W. Gregory Street to the south line of W. Gregory Street;

*Alley between E. 99th St., E. 99th Pl., S. Dr. Martin Luther King Jr. Dr.
and S. Calumet Av. -- Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between E. 99th Street, E. 99th Place, S. Dr. Martin Luther King Jr. Drive and S. Calumet Avenue.

*North-South Alley in Block Bounded by E. 83rd St., E. 84th St.
S. St. Lawrence Av. and S. Rhodes Av. -- Grading, Paving and
Improving.*

An ordinance for grading, paving and otherwise improving the roadway of the north-south alley from the north line of E. 84th Street to the north line extended east of the first east-west alley north of E. 84th Street in the block bounded by E. 83rd Street, E. 84th Street, S. St. Lawrence Avenue and S. Rhodes Avenue.

*Alleys between W. 53rd St., S. Archer, S. Menard and S. Monitor Aves.-
Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. 53rd Street, S. Archer, S. Menard and S. Monitor Avenues.

*Alleys between W. 116th St., W. 117th St., S. Princeton Av.
and S. Harvard Av., Etc. -- Grading, Paving and Improving.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between W. 116th Street, W. 117th Street, S. Princeton Avenue and S. Harvard Avenue; also that part of the roadway from a line parallel with and eighteen feet east of the west line of S. Princeton Avenue to the west line of S. Princeton Avenue; also that part of the roadway from a line parallel with and eighteen feet west of the east line of S. Harvard Avenue to the east line of S. Harvard Avenue.

Ordinance Repealed for Grading, Paving and Improving Certain Alleys.

The Committee on Local Industries, Streets and Alleys submitted a report transmitted by the Board of Local Improvements for repeal of an ordinance previously passed for grading, paving and otherwise improving a certain alley (which was referred to the committee on November 30, 1981).

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 a descriptive summary of said ordinance as passed:

An ordinance to *Repeal* the ordinance by the City Council on February 11, 1981, as is noted on page 5473 of the Journal of the Proceedings of said date for grading, paving and otherwise improving the roadway of the alley between W. 126th Street, W. 127th Street, S. Yale Avenue and S. Princeton Avenue, etc.

**Permission Granted to American National Bank and Trust
Company of Chicago to Construct Skywalk between
One North La Salle St. and No. 33 N.
La Salle St.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance (which was referred to the committee on August 12, 1981):

WHEREAS, American National Bank and Trust Company of Chicago is a lessee of the properties situated at 33 North LaSalle Street (commonly known as the American National Bank Building) and One North LaSalle Street, Chicago, Illinois, and has received consent, from the respective owners of said properties, to acquire easement rights and to construct a skywalk connecting the present American National Bank Building and the One North LaSalle Street Building; and

WHEREAS, American National Bank and Trust Company of Chicago has requested authority to erect a skywalk over Calhoun Place, connecting said buildings; and

WHEREAS, The Commissioner of the Department of Planning and the Department of Streets and Sanitation have approved said proposed overpass; now, therefore,

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

SECTION 1. The Mayor be and she is hereby authorized and directed to execute, the City Clerk to attest, the Commissioners of Streets and Sanitation and Public Works, to approve, upon approval by the Corporation Counsel, as to form and legality, the following Grant of Easement, granting an air rights parcel over Calhoun Place, as legally described in said Grant of Easement.

SECTION 2. Said Easement is conditioned upon, and no permit to construct shall issue, unless within ninety (90) days after passage of this ordinance by the Parties benefited thereby the amount of Seventy Thousand Dollars and no/100 is paid to the City and the City made a co-insured of a public liability policy in amounts not less than \$500,000.00 for injuries and \$200,000.00 for property damage.

Said Grant of Easement is substantially in the following form attached hereto and made a part hereof as Exhibit "A".

SECTION 3. Said ordinance to be effective immediately upon the passage thereof.

Exhibit "A" attached to the foregoing ordinance reads as follows:

Exhibit "A"

Grant of Easement

Whereas, The Lurie Company, a California Corporation, qualified to transact business in the State of Illinois, is the owner and lessor of the property situated at 33 North LaSalle Street in the City of Chicago lying North of and adjoining Calhoun Place, which property is about to be improved with a skywalk spanning Calhoun Place connecting the buildings situated at 33 North LaSalle Street, known as the "American National Bank Building" and the One North LaSalle Street Building.

Whereas, Investment Properties Associates, a New York limited partnership, doing business among other places, in the State of Illinois is the owner and lessor of the property situated at One North LaSalle in the City of Chicago, lying South of and adjoining Calhoun Place, which property is about to be improved with a skywalk spanning Calhoun Place connecting the One North LaSalle Street Building and the "American National Bank Building".

Whereas, American National Bank and Trust Company of Chicago, a national banking association, having its principal place of business in Chicago, Illinois is a lessee of the building situated at 33 North LaSalle Street in the City of Chicago, known as the "American National Bank Building".

Whereas, American National Bank and Trust Company of Chicago, a national banking association, having its principal place of business in Chicago, Illinois is a lessee of the building situated at One North LaSalle Street in the City of Chicago.

Whereas, The Lurie Company, has executed a letter of consent attached hereto as Exhibit 1 and hereby made a part, giving consent to American National Bank and Trust Company of Chicago to acquire easement rights and to construct a skywalk connecting the present American National Bank Building and the One North LaSalle Street Building.

Whereas, Investment Properties Associates has executed a letter of consent attached hereto as Exhibit 2 and hereby made a part, given consent to American National Bank and Trust Company of Chicago to acquire easement rights and to construct a skywalk connecting the present American National Bank Building and the One North LaSalle Street Building.

Now, Therefore, in consideration of _____, the City of Chicago, a body politic and corporate, does hereby give and grant to American National Bank and Trust Company of Chicago, as lessee of the premises described above, and their respective successors and assigns, an easement of air rights in the property spanning the alley known as Calhoun Place, shown and legally described in Exhibit 3 attached hereto and hereby made a part hereof.

During the time that said grantee and/or its successors and assigns shall continue to lease the properties adjoining Calhoun Place, said grantee or its successors and assigns shall be solely responsible for the construction, upkeep, maintenance and repair of all those parts of said skywalk. The structure constituting the skywalk comply with all applicable building ordinances.

In the event that the lessee, American National Bank and Trust Company of Chicago, and/or its successors and assigns do not extend its leasehold interest in said premises, the lessee and/or its successors and assigns will restore the buildings to their original use; however should the lessors of said premises and/or their successors and assigns agree to retain the skywalk, they shall have the right to retain said skywalk and shall be jointly and severally responsible for the upkeep, maintenance and repair of all parts of said skywalk.

The Easement herein granted shall continue in full force and effect so long as said buildings have a useful existence and grantee and/or its successors and assigns have a lease interest in said buildings, or lessors and/or their successors and assigns exercise their right to retain said skywalk, provided grantee or its successors shall indemnify, keep and save harmless the City against all injuries, death, loss, damages, claims, suits, judgments, costs and expenses which may in any way accrue against the City during the time said grantee or its successors continue to lease the properties adjoining Calhoun Place, and arise in consequence of the construction, maintenance or use of those part or parts of said skywalk which extend between said properties and in the event the grantee and/or its successors and assigns do not extend its leasehold interest in said premises and lessors and/or their successors and assigns exercise their right to retain said skywalk they shall so indemnify the City against all such matters accruing during the time that said lessors and/or their successors and assigns own said premises. If any judgment shall be rendered against the City for such matters, said grantee or its successors, as the case may be, shall, at their own expense, satisfy and discharge the same. Grantee and/or its successors and assigns, during the time that is leases the properties adjoining Calhoun Place, or said lessors

and/or their successors and assigns, during the time they exercise their right to retain said skywalk, shall provide general liability insurance in companies satisfactory to the City in amounts of not less than \$_____ for personal injuries, death claims arising out of said easement and not less than \$_____ for property damage, which insurance shall specifically list the City of Chicago as an additional insured to satisfy the requirements of this paragraph.

The City may remove and demolish any such walkway which is not properly maintained or repaired or with respect to which any such grantee or successor fails to carry such insurance, and the City shall be entitled to recover from the total cost of such removal and demolition, upon demand, from the grantee or successor so defaulting in its obligation hereunder; provided, however, that the City shall give written notice of such default to the grantee or its successors and the owners of said properties or their successors and assigns and permit the curing of such default within 180 days after giving such notice, such period to be extended by delay caused by matters outside the reasonable control of the defaulting party. It is mutually covenanted by the grantee and its successors and the owners of the properties adjoining Calhoun Place, that if the defaulting party does not commence the curing of such default within 90 days after the City gives such notice and diligently proceed so that such default will be cured within said 180 day period, then the owners may take such action as may be reasonably necessary to cure such default within said 180 day period and shall be entitled to recover the cost thereof, upon demand, from said defaulting party.

[Signature forms omitted for printing purposes]

[Exhibits 1, 2 and 3 omitted for printing purposes]

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Time Extension Ordinance Passed Pertaining to
Vacation of Part of N. La Salle St.
and N. Clark St.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, January 8, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed Time Extension ordinance transmitted herewith of an Order passed by the City Council, September 24, 1980, (C.J.P. p. 3993-3994) and an Opinion dated December 14, 1981 for the State of Illinois Building for vacating of part of N. LaSalle Street and N. Clark Street vacated between W. Lake Street and W. Randolph Street (1st Ward).

Said ordinance was not recorded within the time limit of six (6) months as provided in the ordinance.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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:

WHEREAS, An ordinance was passed by the City Council on September 24, 1980, appearing on pages 3993 and 3994 of the Journal of the Proceedings of said date, providing for the vacation of part of N. LaSalle Street and N. Clark Street vacated between W. Lake Street and W. Randolph Street; and

WHEREAS, Said ordinance was not recorded within the time limit of six (6) months as provided in the ordinance; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public streets described in the following ordinance; now, therefore,

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

SECTION 1. The east 17 feet of the following described part of N. LaSalle Street as widened by Order of Possession by the County Court, December 3, 1931 Docket No. 53254:

All of sub-lot 4, and that part of the 7 feet south of and adjoining said sub-lot 4, that part of sub-lots 5, 6, 7, 8, that part of sub-lot 9, and that part of sub-lot 10, all in Assessor's Division of Lots 4 and 5 in Block 34 in Original Town of Chicago in south part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, lying between the east line of North LaSalle Street and a line 20 feet east of and parallel with the east line of N. LaSalle Street;

also

That part of the 30 feet north and adjoining the south 101 4/12 feet of the west 70 feet of Lot 5 in Block 34 in Original Town of Chicago in south part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, lying between the east line of N. LaSalle Street and a line 20 feet east of and parallel with the east line of N. LaSalle Street; also described as: That part of sub-lot 11 of Assessor's Division of Lots 4 and 5 in Block 34 in Original Town of Chicago in south part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, lying between the east line of N. LaSalle Street and a line 20 feet east of and parallel with the east line of N. LaSalle Street;

also

That part of sub-lot 11 in Assessor's Division of Lots 4 and 5 in Block 34 in Original Town of Chicago in south part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, lying between the east line of N. LaSalle Street and a line 20 feet east of and parallel with the east line of N. LaSalle Street, and not included in the last preceding description;

also

The part of sub-lot 12 in Assessor's Division of Lots 4 and 5 in Block 34 in Original Town of Chicago in south part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, lying between the east line of N. LaSalle Street and a line 20 feet east of and parallel with the east line of N. LaSalle Street; also described as: That part of Lot 5 in Block 34 in Original Town of Chicago commencing at a point in the east line of N. LaSalle Street, 85 feet north of the southwest corner of Lot 5; thence north along N. LaSalle Street 16 4/12 feet; thence east 70 feet to an alley; thence south 11 4/12 feet; thence southwesterly to a point 65 feet east of the west line of said Lot; thence west to the point of beginning, lying between the east line of N. LaSalle Street, and a line 20 feet east of and parallel with the east line of N. LaSalle Street;

also

All of sub-lot 16 in Assessor's Division of Lots 4 and 5 in Block 34 in Original Town of Chicago in south part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, lying between the east line of N. LaSalle Street and a line 20 feet east of and parallel with the east line of N. LaSalle Street;

also

That part of the private alley lying between Lots 9, 10, 11, 12, and Lot "B" and lying between Lots 12, 13, 14, 15, and 16 in Assessor's Division of Lots 4 and 5 in Block 34 in Original Town of Chicago in south part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, lying between the east line of N. LaSalle Street and a line 20 feet east of and parallel with the east line of N. LaSalle Street;

also

The east 17 feet of that part of original W. Couch Place (now part of N. LaSalle Street) lying west of the west line of N. LaSalle Street, as widened by Order of Possession by the County Court December 3, 1931, Docket No. 53524; lying south of the south line of Lot 8; lying north of the north line of Lot 9; lying east of a line drawn from the southwest corner of said Lot 8 to the northwest corner of Lot 9 in

Assessor's Division of Lots 4 and 5 in Block 34 in Original Town of Chicago in S.E. 1/2, Section 9, Township 39 North, Range 14 East of the Third Principal Meridian;

also

all that part of N. Clark Street lying east of the east line of Lot 8 in Block 34 in

Original Town of Chicago in the S.E. 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian;

lying east of the east line of Lots 4 to 9, both inclusive, and the east line of the east-west 10-foot vacated public alley (Document No. 25427356) between Lots 4 and 5 all in

E. S. Wadsworth's Subdivision of Lot 1 in Block 34 of Original Town of Chicago aforementioned;

and lying east of a line drawn from the northeast corner of Lot 8 in Block 34 in Original Town of Chicago aforementioned; to the southeast corner of Lot 9 in E. S. Wadsworth's Subdivision aforementioned; lying south of the north line of Lot 4 in E. S. Wadsworth's Subdivision aforementioned, produced east; lying north of the south line of Lot 8 in Block 34 of Original Town of Chicago aforementioned, produced east; and lying west of a line 16.0 feet east of and parallel with the east line of Block 34 in Original Town of Chicago aforementioned; said part of public streets herein vacated being further described as the east 17 feet of N. LaSalle Street, as widened, and the west 16 feet of N. Clark Street between the south line of W. Lake Street and north line of W. Randolph 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 are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves an easement for pedestrian walks between horizontal planes which are 14.00 feet and 29.00 feet respectively above Chicago City Datum (C.C.D.) over and across all that part of both N. LaSalle Street and N. Clark Street as herein vacated subject to building columns or appurtenances to be constructed to support a super-structure over and above said easement and a right of ingress and egress to said areas for purposes of installation and maintenance.

SECTION 3. The People of the State of Illinois, Capital Development Board shall be solely responsible for the lighting and maintenance of said easement area and is granted a right of access and ingress for said purpose. All improvements below and above said easement area to be constructed will be subject to approval of the City Agencies concerned and the easement area will require construction which will afford suitable lighting and protection for the public. The People of the State of Illinois, Capital Development Board will be responsible for all damages to the sidewalks caused by the construction and 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 arising out of the contemplated overall construction. If any judgment shall be rendered against the City for such matters, the People of the State of Illinois, Capital Development Board or its insurance carriers shall satisfy and discharge the same.

The provisions establishing obligations herein upon the People of the State of Illinois, Capital Development Board are covenants running with the land and run with the easement. Any grantees, or successors in title to the fee of said property are subject to the conditions and provisions of this easement agreement.

SECTION 4. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the People of the State of Illinois, Capital Development Board, 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.

Supt. of Maps Directed to Approve Plats of Subdivision.

The Committee on Local Industries, Streets and Alleys submitted separate reports recommending that the City Council pass the following two proposed ordinances transmitted therewith for approval of plats of subdivision (which were referred to the committee on November 4, 1981).

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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 ordinances as passed (the *Italic* heading in each case not being a part of the ordinance):

Jensen Park Gardens Subdivision.

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 "Jensen Park Gardens Subdivision" located on the south side of W. Wilson Avenue, 141.00 feet west of the west line of N. Lawndale Avenue and having a frontage on W. Wilson Avenue of 62.94 feet and a depth of 473.01 feet with a frontage also on W. Windsor Avenue of 66.00 feet as shown on the attached plat, when the necessary certificates are shown on said plat (No. 14-39-81-756).

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

Paul's Subdivision.

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 "Paul's Subdivision" being all of the block bounded by E. Huron Street, E. Erie Street, N. McClurg Court, and N. Lake Shore Drive for 666 N. Lake Shore Drive Associates, a limited partnership (No. 10-42-81-749); 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.

Supt. of Maps 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 October 6, 1981:)

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 of a curved area 54.53 feet east and south from the southwest corner at the intersection of W. Sheridan Road and N. Sheridan Road for Amoco Oil Company (No. 5-49-81-747); 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, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Grant of Easement of Air Rights Across N. Kilpatrick Av.
between W. Kinzie and W. Hubbard Sts. to American
Home Products Corporation.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, January 8, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *pass* the proposed ordinance transmitted herewith January 6, 1982 for American Home Products Corporation, an easement of Air Rights roughly bounded by Cicero Avenue, Kilpatrick Avenue, Kinzie Street and the alley north of and parallel to Ferdinand Street.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 American Home Products Corporation, a Delaware Corporation, is the holder of title to the property legally described below:

Lots 1 to 50 in Block 7 and Lots 26 and 27 in Block 8 in the Southwest Quarter of the Northwest Quarter of Section 10, Township 39 North, Range 13 Cook County, Illinois; and

WHEREAS, Said American Home Products Corporation is in the process of redeveloping the area described and is also under contract with the City of Chicago to purchase and redevelop the area roughly bounded by Cicero Avenue, Kilpatrick Avenue, Kinzie Street and the alley north of and parallel to Ferdinand Street; and

WHEREAS, Pursuant to said redevelopment it is found necessary and desirable to construct a pedestrian passageway above and across Kilpatrick Avenue connecting a present structure with a structure to be built; and

WHEREAS, The Commissioners of the Department of Planning and the Department of Streets and Sanitation have approved said proposed overpass; now, therefore,

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

SECTION 1. The Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioners of the Departments of Streets & Sanitation and Public Works to approve upon approval of the Corporation Counsel as to form and legality an air rights easement over Kilpatrick Avenue, as legally described in said easement.

SECTION 2. Said easement is conditioned upon, and no permit to construct the same shall issue, unless within 90 days after passage of this ordinance said American Home Products Corporation pays to the City of Chicago the sum of _____.

SECTION 3. Said easement shall also contain an indemnification and hold harmless provision protecting the City from any claims or judgments which may arise out of the construction, use or maintenance of the same. The easement shall be substantially in the following form attached hereto and made a part hereof entitled Grant of Easement.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

Grant of Easement attached to this ordinance reads as follows:

For and in consideration of the sum the Three Thousand One Hundred and no/100 dollars (\$3,100.00) and other good and valuable consideration, the City of Chicago, ("Grantor"), a body politic and corporate does hereby give and grant to the American Home Products Corporation, a Delaware Corporation, ("Grantee") its successors and assigns, an easement of air rights in an area crossing Kilpatrick Avenue legally described as follows:

That part of a 66-foot public street known as Kilpatrick Avenue abutting Lot 1 in Block 7 in the Subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 39 North, Range 13 in Chicago, lying above a horizontal plane having an elevation of 41.42 feet above City datum (which elevation is 17 feet above City grade) and lying below a horizontal plane having an elevation of 68.80 feet above City datum.

Beginning 135.82 feet south of the Northeast corner of said Lot 1 on the west side of Kilpatrick Avenue; thence east at right angles 66 feet to the east side of Kilpatrick Avenue; thence south along the east line of Kilpatrick Avenue 10.6 feet to a point; thence west 66 feet at right angles to the west line of Kilpatrick Avenue; thence North along said west line to the point of beginning.

Said Grantee, its successors and assigns, shall be solely responsible for the construction, upkeep, maintenance and repair of any and all parts of said pedestrian way. The structure shall comply with all applicable building ordinances.

The easement herein granted shall continue in full force and effect so long as the buildings it shall connect continue to have a useful existence.

The grantee, its successors and assigns shall indemnify, keep and hold harmless, the Grantor against all injuries, deaths, loss, damages, claims, suits, judgments, costs and expenses which may in any way accrue against the Grantor which may arise out of or in consequence of the construction, maintenance and use of said premises.

In the event, said pedestrian way is not properly maintained or is abandoned or becomes hazardous, the Grantor may demolish and remove said hazard and charge the Grantee for its expenses, provided that the Grantor shall give the Grantee written notice of the hazardous condition and 180 days to repair the structure and remedy any hazardous condition.

[Signature forms omitted for printing purposes]

**Provision for Vacation and Dedication of Parts of Plymouth Ct. in Area Bounded
by S. Plymouth Ct., W. Polk, S. State and W. 9th Sts.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, January 8, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an Order passed by the City Council May 13, 1981, (C.J.P. p. 6147-6148) and of an Opinion dated January 6, 1982, for LaSalle National Bank, Trustee, Trust No. 102600, No. 899 S. Plymouth Court Condominium Association, Dearborn Park Corporation, vacation of part of the right of way for South Plymouth Court being a strip 16 feet by 66 feet located on the east side of South Plymouth Court and 73.00 feet south of the south line of West Polk Street; also, providing for the dedication of a strip 16 feet by 66 feet located on the east side of South Plymouth Court and 93.44 feet north of the north line of West 9th Street as additional right of way for South Plymouth Court.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM BARNETT,

Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of S. Plymouth Court lying west of and adjoining Lot 1 in Block 1 of Dearborn Park - Unit No. 1, a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range

14 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of Lot 1 in Block 1 of Dearborn Park - Unit 1; thence south along the west line of said Lot 1 a distance of 73.00 feet to the point of beginning; thence continuing south along an extension of said west line of Lot 1, a distance of 66.00 feet; thence east, at right angles to the last described line, a distance of 16.00 feet; thence north, parallel with and 16.00 feet east of the aforementioned extension of the west line of Lot 1, a distance of 66.00 feet; thence west at right angles to the last described line a distance of 16.00 feet to the point of beginning; said part of public street herein vacated being further described as an area 16.00 feet by 66.00 feet on the east side of S. Plymouth Court lying south of a line 73.00 feet south of the south line of W. Polk 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 Dearborn Park Corporation, The 899 South Plymouth Court Condominium Association, and the LaSalle National Bank, as Trustee, Trust No. 102600, shall dedicate or cause to be dedicated to the public and open up for public use as part of S. Plymouth Court the following described property: That part of Lots 1 and 2 in Block 1 of Dearborn Park - Unit No. 1 being a Resubdivision of sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the southwest corner of Lot 2 in Block 1 of Dearborn Park - Unit No. 1; thence north along the west line of said Lot 2 a distance of 93.44 feet to the point of beginning; thence continuing north along said west line and along the west line of Lot 1 in Block 1, a distance of 66.00 feet; thence east, at right angles, to the last described line, a distance of 16.00 feet; thence south, parallel with and 16.00 feet east of the aforementioned west line of Lots 1 and 2, a distance of 66.00 feet; thence west at right angles to the last described line, a distance of 16.00 feet to the point of beginning; 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 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 telephonic and associated services under, over and along all that part of S. Plymouth Court herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, as Trustee, Trust No. 102600, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of One Thousand Five Hundred and no/100 dollars (\$1,500.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 102600, 899 South Plymouth Court Condominium Association, Dearborn 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 vacation and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing omitted for printing purposes]

**Provision for Vacation and Dedication of Public Alley in Area
Bounded by W. Fullerton, N. Elston, N. Wolcott Aves. and
North Branch of Chicago River.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, January 8, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an Order passed by the City Council July 30, 1981 (C.J.P. p. 6804) and of an Opinion dated January 6, 1982 for W.G.H. Corporation, vacating the southeasterly 75 feet of the northwesterly-southeasterly 16-foot public alley also all of the northeasterly-southwesterly 16-foot public alley and providing for the dedication of the northeasterly-southwesterly 16-foot public alley running southeasterly to N. Elston Avenue from the northwesterly terminus of the northwesterly-southeasterly alley to be vacated all in the area bounded by W. Fullerton Avenue, N. Elston Avenue, N. Wolcott Avenue extended northeasterly, and the North Branch of the Chicago River. (32nd Ward)

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the northeast-southwest 16-foot public alley dedicated by ordinance passed July 11, 1910, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, September 9, 1910, as Document No. 4624287, being described as: The northwesterly 16 feet of Lot 29 in Block 11 in Fullerton's Addition to Chicago in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; also all that part of the northwesterly-southeasterly 16-foot public alley lying southwesterly of the southwesterly line of Lot 34, lying northeasterly of the northeasterly line of Lots 26 to 29, both inclusive, lying southeasterly of the southeasterly line of the northwesterly 16 feet of Lot 26, produced northeasterly to the southwesterly line of Lot 34; and lying northwesterly of the southeasterly line of the northwesterly

16 feet of Lot 29, produced northeasterly to the southwesterly line of Lot 34 all in Block 11 in Fullerton's Addition to Chicago in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; said public alley and part of public alley herein vacated being further described as the southeasterly 75 feet of the remaining northwesterly-southeasterly 16-foot public alley; also, all of the northeasterly-southwesterly 16-foot public alley in the area bounded by W. Fullerton Avenue, N. Elston Avenue, the North Branch of the Chicago River and N. Wolcott Avenue extended northeasterly 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 WGH Corp., shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

The northwesterly 16 feet (as measured on the southwesterly and northeasterly lines thereof) of Lot 26 in Block 11 in Fullerton's Addition to Chicago, a Subdivision in Sections 30 and 31, Township 40 North, Range 14 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned drawing.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, WGH Corp., shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley and part of public alley hereby vacated, the sum of Nine Thousand and no/100 dollars (\$9,000.00), 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 the public alley hereby vacated, similar to the sidewalk and curb in N. Elston Avenue and constructing paving and curb returns in and to the 16-foot public alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, WGH Corp. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with a plat properly executed and acknowledged, showing the vacations and dedication herein provided for.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing omitted for printing purposes]

Change of Name of Portion of E. Armstrong St.

The Committee on Local Industries, Streets and Alleys, to which had been referred (October 6, 1981) a proposed ordinance for change of name of portion of specified street, submitted a report recommending that the City Council pass said proposed ordinance (transmitted therewith).

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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:

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

SECTION 1. That the name of E. Armstrong Street running west of N. Michigan Avenue, be and the same is hereby changed to E. Evans Court.

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

**Authorization for Issuance of Permits for Installation
of Planters at Specified Locations.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (on October 6, November 4 and December 11, 1981) two proposed ordinances and two proposed orders for issuance of permits for installation of planters in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances and proposed orders (transmitted therewith).

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 are said ordinances and orders as passed (the *Italic* heading in each case not being a part of the ordinance or order):

*Permission Granted to Investment Properties Associates for
Installation of Planters at Specified Locations.*

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

BE IT RESOLVED, That the Commissioner of Streets and Sanitation is hereby authorized to issue the necessary permits to Investment Properties Associates, a New York limited partnership, for the location, installation and maintenance of seven (7) metal planters at One North LaSalle Street, three (3) planters to be located in the sidewalk on West Madison Street and four (4) planters to be located in the sidewalk on North LaSalle Street, as per the plans previously approved by the Department of Streets and Sanitation subject to the following conditions:

1. Property owner agrees to maintain said landscaping and appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request.
2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation.
3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation under the authorization requested herein.
4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.
5. When so requested, the property owner must execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago.
6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.
7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner.
8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

*Permission Granted to The Lurie Company for Installation
of Planters at Specified Locations.*

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

BE IT RESOLVED that the Commissioner of Streets and Sanitation is hereby authorized to issue the necessary permits to The Lurie Company, a California corporation, qualified to transact business in the State of Illinois, for the location, installation and maintenance of five (5) concrete planters at 221 North LaSalle Street, two (2) planters to be located in the sidewalk on Wacker Drive and three (3) planters to be located in the sidewalk on LaSalle Street, as per the plans previously approved by the Department of Streets and Sanitation, subject to the following conditions:

1. Property owner agrees to maintain said landscaping and appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request.
2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation.
3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation under the authorization requested herein.

4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.
5. When so requested, the property owner must execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago.
6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.
7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner.
8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

*Permission Granted to 666 North Lake Shore Drive Associates for
Installation of Planters at Specified Locations.*

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits to 666 North Lake Shore Drive Associates for the installation of 36 tree planters at the 666 North Lake Shore Drive Building to be located on E. Erie Street, N. McClurg Court and E. Huron Street, subject to the payment of fees, the approval of plans without compensation, and on the condition that the adjoining property owner maintains the planters and properly indemnifies the City of Chicago against liabilities.

*Permission Granted to Manhattan Tavern and Grill, Inc. for
Installation of Planters at No. 1045 N. Rush St.*

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits to Manhattan Tavern and Grill, Inc. for the installation of two tree planters to be located on the public way at 1045 North Rush Street, subject to the payment of fees, the approval of plans without compensation, and on the condition that the adjoining property owner maintains the planters and properly indemnifies the City of Chicago against liabilities.

**City Comptroller Authorized and Directed to Cancel and Waive
Payment of Compensation by 909 N. Michigan Ave. Corporation
Concerning Planter Boxes in Public Ways.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order (which was referred to the committee on October 6, 1981):

Ordered. That the City Comptroller is hereby authorized and directed to cancel and waive the payment of compensation by 909 North Michigan Avenue Corporation for the construction, maintenance and use on public sidewalks of fifteen (15) planter boxes. Said use granted by ordinance passed by the City Council on February 11, printed on page 5454 of the Journal of the Proceedings of said date.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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, Etc.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, January 8, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on December 11, 1981) that 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, etc.

Section I. That the sidewalk on West 95th Street from South Pleasant Avenue to the Right of Way of the Penn Central Railroad east thereof and the sidewalk on South Longwood Drive from 85 feet North of West 95th Street to 130 feet South of West 95th Street and the East side of South Pleasant Avenue from West 95th Street to 110 feet North thereof be improved with Cement Concrete Sidewalk, exposed Aggregate Sidewalk and Textured Sidewalk, along with trees with protective grates and benches shall be installed at various locations.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 sidewalk on West 95th Street from South Pleasant Avenue to the Right of Way of the Penn Central Railroad east thereof and the sidewalk on South Longwood Drive from 85 feet North of West 95th Street to 130 feet South of West 95th Street and the East side of South Pleasant Avenue from West 95th Street to 110 feet North thereof be improved with 5-inch Portland Cement Concrete Sidewalk, Exposed Aggregate Sidewalk and Textured Sidewalk, along with trees with protective grates and benches shall be installed at various locations.

SECTION 2. The Exposed Aggregate Sidewalk, Textured Sidewalk, protective grates and benches, 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.

**Consideration Given to Installation of Alley Light
at No. 2735 W. Wilson Av.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order (which was referred to the committee on October 6, 1981):

ORDERED. That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the installation of an alley light in the rear of No. 2735 W. Wilson Avenue (dead end alley near the river).

On motion of Alderman Barnett said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 Mr. Gene Sage to Set Back Curb
at Specified Location.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order (which was referred to the committee on December 11, 1981):

ORDERED. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permit to Mr. Gene Sage, 1325 N. State Parkway, Chicago, Illinois, to set back the curb at Nos. 135-137-139 E. Walton Street, subject to approved plans. The adjoining property owner shall assume full responsibility for maintenance and snow removal.

On motion of Alderman Barnett said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--46.

Nays--None.

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

Re-Referred--PROPOSED ORDINANCE FOR GRADING, PAVING AND IMPROVING
THE ROADWAY BETWEEN E. 88th ST., E. 89th ST., S. JEFFERY AV.
AND S. EUCLID AV.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance for grading, paving and improving the alley between E. 88th Street, E. 89th Street, S. Jeffery Avenue and S. Euclid Avenue.

On motion of Alderman Barnett said proposed ordinance was *Re-Referred to the Committee on Local Industries, Streets and Alleys*.

Re-Referred--PROPOSED ORDINANCE TO CHANGE NAME ON PORTION OF
W. EVERGREEN AVENUE TO W. ALGREN ST.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance changing the name of W. Evergreen Avenue from N. Leavitt Street to N. Milwaukee Avenue to W. Algren Street.

On motion of Alderman Barnett the said proposed ordinance was *Re-Referred to the Committee on Local Industries, Streets and Alleys*.

COMMITTEE ON LOCAL TRANSPORTATION.

**Chicago Transit Authority Memorialized to Relocate Bus Stop
on W. North Av. at W. Natoma Av.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed order (which was referred to the committee on November 13, 1981):

ORDERED, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the relocation of the "westbound/farside North Avenue bus stop at N. Natoma Avenue, some 75 feet west to a far 'T' location at N. Columbian Avenue" so that buses do not stop within this signalized intersection and block the view of signal aspects for northbound Columbian traffic.

On motion of Alderman Hagopian said proposed order was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

Establishment of Taxicab Stand No. 371 Amended.

The Committee on Local Transportation submitted the following report:

CHICAGO, December 22, 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 December 3, 1981) to amend an ordinance passed by the City Council on May 13, 1959, printed on page 282 of the Journal of the Proceedings of said date, which established Taxicab Stand No. 371 on E. Randolph Street, along the north curb, from a point 58 feet west of the west building line of N. Stetson Court, extending 94 feet west thereof--5 vehicles, by striking therefrom the above and inserting in lieu thereof, the following:

E. Randolph Drive, along the north curb, from a point 20 feet east of N. Beaubien Court to a point 120 feet east thereof--6 vehicles,

begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith (see attached letter).

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) GEORGE HAGOPIAN,
Vice Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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 *amendatory* ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on May 13, 1959, page 282 of the Journal of the Proceedings of said date, establishing a taxicab stand at a specified location, on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"E. Randolph Street

Along the north curb, from a point 58 feet west of the west building line of N. Stetson Court, extending 94 feet west thereof -- 5 vehicles."

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

Establishment of Bus Stand on Portion of S. Cottage Grove Av.

The Committee on Local Transportation submitted the following report:

CHICAGO, December 22, 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 December 3, 1981) for the establishment of a bus stand (except on Saturdays, Sundays and holidays) on S. Cottage Grove Avenue (east curb) from a point 80 feet of the south property line of E. 29th Place to a point 162 feet south thereof, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the Committee, with no dissenting vote.

Respectfully submitted,
(Signed) GEORGE HAGOPIAN,
Vice Chairman.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, 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. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated (except on Saturdays, Sundays and holidays):

Public Way

S. Cottage Grove Avenue
(east curb)

Area

From a point 80 feet of the
south property line of E. 29th
Place to a point 162 feet
south thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied but may stop temporarily in such space for the purpose of and while actually engaged in the loading of passengers, as provided by Section 27-236 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this Chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred (\$200.00) dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

Re-Deferred to Committee on Local Transportation--PROPOSED ORDINANCE
TO AMEND CHAPTER 193 OF MUNICIPAL CODE RELATING TO
PROHIBITION OF EATING OF FOOD OR DRINKING
OF BEVERAGE IN PUBLIC
CONVEYANCES.

Alderman Hagopian moved to *Re-Refer* to the Committee on Local Transportation the proposed ordinance referred to the Committee on November 4, 1981, C.J.P. p. 7872, to amend Chapter 193 of the Municipal Code by the addition of a new section to be known as Section 193-7.12 concerning consumption of food or beverage in certain public conveyances, etc.

The motion to *Re-Refer* *Prevailed*.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:-

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

*Referred--*PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to 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</i>
Gabinski (32nd Ward)	N. Ashland Avenue (west side) from a point 25 feet south of W. Julian Street to a point 48 feet south thereof;
Cullerton (38th Ward)	N. Central Avenue, at No. 3511--9:00 A.M. to 5:00 P.M.--Monday through Friday;
Merlo (44th Ward)	N. Halsted Street, at Nos. 2837-2841--7:00 A.M. to 9:00 P.M.--Monday through Saturday.
Orr (49th Ward)	N. Winchester Avenue (west side) from a point 30 feet south of W. Howard Street to a point 30 feet south thereof.

*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>
Shaw (9th Ward)	S. Parnell Avenue between W. 119th Street and W. 126th Street--southerly;
Majerczyk (12th Ward)	North-south alley bounded by S. Pulaski Road, W. 46th Street, S. Harding Avenue, and W. 45th Street--northerly;
Lipinski (23rd Ward)	First east-west alley south of W. 47th Street, between S. Harding Avenue and S. Pulaski Road--westerly.

*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>
Humes (8th Ward)	S. Blackstone Avenue, at No. 8821 (except for handicapped);
Majerczyk (12th Ward)	S. Oakley Avenue, at No. 3311 (except for handicapped);
Madrzyk (13th Ward)	S. Karlov Avenue, at No. 6715 (except for handicapped); W. 59th Place, at No. 3441 (except for handicapped);
Lipinski (23rd Ward)	S. Pulaski Road (east side) from W. 54th Street to W. Archer Avenue (trucks only); S. Meade Avenue (both sides) from W. Archer Avenue to the first alley north thereof;
Roti (for Marzullo, 25th Ward)	W. Congress Parkway, at No. 2401 (driveway);
Davis (29th Ward)	W. Madison Street from Austin Boulevard to a point 190 feet east thereof;
Gabinski (32nd Ward)	W. North Avenue, at No. 2345 (except for handicapped);
Marcin (35th Ward)	W. Grace Street (south side) from N. Pulaski Road to the first alley west thereof;
Casey (37th Ward)	N. Laramie Avenue, at No. 625.

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>
Huels (11th Ward)	S. Aberdeen Street and W. 51st Street--"Stop";
Madrzyk (13th Ward)	W. 56th Street and S. Keeler Avenue --"Stop"; S. Kilbourn Avenue and W. 57th Street--"Stop";
Sheahan (19th Ward)	W. 97th Street and S. Leavitt Street--"4-Way Stop";
Martinez (31st Ward)	N. Karlov Avenue and W. Kamerling Avenue--"Stop";
Farina (36th Ward)	W. Irving Park Road and N. Pioneer Avenue--"Stop";

Cullerton (38th Ward)

W. Melrose Avenue and N. Lockwood Avenue--
"Stop";

N. Ottawa Avenue and W. Roscoe Street--"Stop."

2. ZONING ORDINANCE AMENDMENTS.

Referred--PROPOSED ORDINANCE TO RECLASSIFY PARTICULAR AREA.

Alderman Stone (50th Ward) presented a proposed amendment to the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning*, as follows:

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 17-H bounded by

W. Albion Avenue; N. Damen Avenue; W. Arthur Avenue; a line 66.43 feet west of N. Damen Avenue; the alley next north of W. Arthur Avenue; a line 125 feet east of N. Seeley Avenue or a line extended where no street exists; a line 169.06 feet north of the alley next north of W. Arthur Avenue; and a line 135 feet west of N. Damen Avenue.

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)

Norbert R. Puchalski

Burke (14th Ward)

John F. Grant, Byran Kennedy

Sherman (21st Ward)

Milton G. Heyman

Martinez (31st Ward)

Bartolo Diaz

Cullerton (for Alderman
Laurino, 39th Ward)

Roy G. Suckow.

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 ORDINANCE TO ESTABLISH BUS STAND ON PORTION OF S. CLARK ST.

A proposed ordinance to establish a bus stand on S. Clark Street (east curb) from a point 350 feet south of the south property line of W. Harrison Street to a point 96 feet south thereof.--*Referred to the Committee on Local Transportation.*

Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT
AND MAINTAIN CANOPY.

Also a proposed order for issuance of a permit to 32 West Randolph Building Corporation to construct, maintain, and use a canopy attached to the building or structure located at No. 26 W. Randolph Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMISSION TO PLACE TREES IN
PLANTERS AT NO. 75 E. WACKER DR.

Also a proposed order to grant permission to The Hayman Company, No. 75 E. Wacker Drive, to place four trees in planters in front of their property at the above-mentioned address.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN BLOOM (5th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION CALLING FOR CREATION OF
SPECIAL COMMITTEE TO REVIEW ACTIONS OF ADMINISTRATIVE
JOINT COMMISSION OF THE CHICAGO TRANSIT AUTHORITY.

A proposed resolution, presented by Aldermen Bloom, Davis, Oberman, Volini and Orr, calling for the creation of a special committee to review the actions of the Administrative Joint Commission of the Chicago Transit Authority, etc.

Alderman Bloom moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion was *Lost* by yeas and nays as follows:

Yeas--Aldermen Bloom, Bertrand, Humes, Streeter, Sheahan, Marcin, Volini, Orr--8.

Nays--Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Barden, Kellam, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Mell, Frost, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone--30.

On motion of Alderman Bloom, said proposed resolution was then *Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN SHAW (9th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 33 OF THE
MUNICIPAL CODE CONCERNING PERMITS FOR PUBLIC WAY
OPENINGS.

A proposed ordinance to amend Chapter 33 of the Municipal Code of the City of Chicago by adding new language to the second paragraph of Section 33-1 concerning permits for public way openings.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN SHAW (9th Ward) and OTHERS:

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 78 OF THE
MUNICIPAL CODE BY ADDING NEW PENALTY PROVISIONS.

A proposed ordinance, presented by Aldermen Shaw, Hagopian, Orr, Carothers, Nardulli, Sheahan, Kellam, Majerczyk, Rittenberg, Merlo, Stone, Natarus, Shumpert, Davis, Pucinski, Axelrod, Schalter, Madrzyk, Casey, Gabinski, Marcin, Brady, Sawyer, Humes, Bertrand, Martinez, Barden, Kenner, Bloom, Sherman, Huels, Barnett, Cullerton, Clewis, Volini, and Burke, to amend Chapter 78 of the Municipal Code of the City of Chicago by adding a new section to be known as Section 78-12.7-1 concerning an additional penalty provision relating to residential heating requirements, etc.--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 34 OF THE
MUNICIPAL CODE CONCERNING THE GENERAL REQUIREMENTS FOR
STRUCTURES UNDER THE PUBLIC WAYS.

A proposed ordinance to amend Chapter 34, Section 34-1 of the Municipal Code of the City of Chicago in reference to the permission required prior to installing or maintaining structures under public ways, specifically in regard to wires or conduits which carry a video signal, etc.--*Referred to the Committee on Finance.*

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF THE
MUNICIPAL CODE CONCERNING THE CHICAGO ZONING ORDINANCE.

Also a proposed ordinance to amend Chapter 194A of the Municipal Code of the City of Chicago concerning Special Uses in various districts, etc.--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN HUELS (11th Ward):

**Congratulations Extended to Loretta Russo on Occasion of Her
75th Birthday.**

A proposed resolution reading as follows:

WHEREAS, Loretta Russo recently celebrated her 75th Birthday; and

WHEREAS, This long-time Chicagoan shared this momentous occasion with many close friends on November 23, 1981 at Chicago's famous South Side Spa, The Martinique; and

WHEREAS, Loretta Russo has long been known as "The Peggy Lee of Bridgeport" because of her well renowned vocal talents; and

WHEREAS, Loretta Russo has over the years shared her marvelous talents with others at many social affairs, parties and neighborhood get-togethers; and

WHEREAS, Loretta Russo, through her entertaining, has contributed greatly to the cultural heritage of Chicago; and

WHEREAS, Loretta Russo, has remained up to the minute in her vocal style and today sings amongst the best when crooning the songs of the World War II years as well as the fabulous 50's; and

WHEREAS, The Bridgeport neighborhood and all citizens of Chicago congratulate Lorretta Russo on reaching her 75th Birthday; and

WHEREAS, Loretta Russo truly typifies an old adage, that is, being 75 years young; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council in meeting duly assembled this 14th day of January, 1982, do hereby congratulate Loretta Russo for her 75th Birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to both Loretta Russo and her husband Lawrence.

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

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

Presented by

ALDERMAN MADRZYK (13th Ward):

**Congratulations Extended to Marshall H. Peterson for His Long and
Dedicated Career in Journalism and Best Wishes
Extended on Behalf of His Retirement.**

A proposed resolution reading as follows:

WHEREAS, Marshall H. Peterson, Managing Editor of the Southwest News-Herald for the past 36 years, is retiring after a journalistic career spanning 41 years; and

WHEREAS, Mr. Peterson's years in journalism were dedicated to developing the community newspaper field; and

WHEREAS, He helped to create one of the nations' outstanding weekly neighborhood newspapers - the News-Herald; and

WHEREAS, His first job was with the Gage Park Herald, which was later expanded into the Southwest Herald, after that merging with the pioneer Southwest News; and

WHEREAS, The challenge he faced was to attempt to turn the News-Herald into a paid circulation newspaper, something no one else had ever done in the history of community journalism; and

WHEREAS, Through Mr. Peterson's untiring efforts and his leadership in developing an editorial staff that now numbers eight people, a newspaper has emerged with such editorial excellence that it now has a circulation in excess of 27,000 readers; and

WHEREAS, Marshall Peterson is a life-long Chicago native, having attended schools in the Chicago Austin area, later at Northwestern University, where he received a degree and master's degree in Journalism; and

WHEREAS, After graduating from Northwestern University Mr. Peterson worked for a while doing public relations and health research work for the Chicago Department of Health, leaving to begin this long span of journalism with the News-Herald; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting this 14th day of January, 1982, do hereby congratulate Mr. Peterson on his long and dedicated career in journalism, extend their best wishes to him for a full and happy retirement; and

Be It Further Resolved, That a suitable copy of this resolution be given to Mr. Peterson.

Alderman Madrzyk 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 Madrzyk, the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED RESOLUTION MEMORIALIZING THE ILLINOIS GENERAL
ASSEMBLY TO ADD TWO-YEAR INCARCERATION TO PENALTY
FOR POSSESSION OF HANDGUNS.

Also a proposed resolution memorializing the Illinois General Assembly to add to the penalty provision of the Illinois Revised Statutes insuring that violators having unlawful possession of firearms be incarcerated without parole for a period of two years.--*Referred to the Committee on Intergovernmental Relations*.

Presented by

ALDERMAN BURKE (14th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 98 OF THE
MUNICIPAL CODE CONCERNING CRUELTY TO ANIMALS.

A proposed ordinance to amend Chapter 98 of the Municipal Code of the City of Chicago by adding a new section to be known as Section 98-11.1 which would ban the unlicensed possession of animals for slaughter, etc.--*Referred to the Committee on Energy and Environmental Protection*.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 104 OF THE
MUNICIPAL CODE CONCERNING SAFETY OF PATRONS
AT AMUSEMENT EVENTS.

Also a proposed ordinance to amend Chapter 104 of the Municipal Code of the City of Chicago by adding a new section to be known as Section 104.3 which would provide for the safety of patrons at amusement events.--*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*.

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 193 OF THE
MUNICIPAL CODE CONCERNING SALE, PURCHASE AND
POSSESSION OF A KTW BULLET.

Also a proposed ordinance to amend Chapter 193, Section 193-30 of the Municipal Code of the City of Chicago by adding thereto language to ban the sale, purchase and possession of a "KTW Bullet," etc.--*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions*.

*Referred--*PROPOSED ORDER TO DECLARE A TEMPORARY MORATORIUM ON
THE REGISTRATION OF HANDGUNS.

Also a proposed order to declare a temporary moratorium on the registration of handguns in the City of Chicago.

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

Alderman Madrzyk moved to *Refer* the proposed order to the *Committee on Police, Fire, Personnel and Municipal Institutions*.

The motion *Prevailed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Madrzyk, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Marcin, Farina, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schuler, Stone--33.

Nays--Aldermen Bloom, Burke, Frost, Oberman, Volini, Orr--6.

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 193 OF THE
MUNICIPAL CODE CONCERNING MANDATORY IMPRISONMENT
SENTENCE FOR OFFENDERS CONVICTED
OF ASSAULTING ELDERLY
PEOPLE.

A proposed ordinance, presented by Aldermen Sheahan, Pucinski, Sherman, Kellam, Barnett, Axelrod, Carothers, Barden, Orr, Brady, Clewis, Farina, Lipinski, Huels, Stone, Schuler, Roti, Gabinski, Casey, Shumpert, Burke, Rittenberg, Volini, Davis, Streeter, Majerczyk, Cullerton, Stemberk, Bertrand, Humes, Merlo, Madrzyk, Marcin, and Bloom, to amend Chapter 193 of the Municipal Code of the City of Chicago by adding a new section to be known as Section 193-1.7 concerning the offense of assault of the elderly and providing for a mandatory imprisonment sentence for offenders convicted of such assault, etc.--*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions.*

Referred--PROPOSED RESOLUTION REQUESTING NEGOTIATIONS BETWEEN
THE CHICAGO PARK DISTRICT AND THE BOARD OF EDUCATION
PERTAINING TO VACANT PROPERTIES.

Also a proposed resolution, presented by Aldermen Sheahan, Rittenberg, Huels, Lipinski, Madrzyk, Marcin, Stemberk, Clewis, Streeter, Davis, Volini, Shumpert, Oberman and Kellam, requesting negotiations between the Chicago Board of Education and the Chicago Park District for the purpose of considering the feasibility of the Chicago Park District leasing Chicago Board of Education property where there is a neighborhood need for recreational programs.--*Referred to the Committee on Education.*

Presented by

ALDERMAN LIPINSKI (23rd Ward) and OTHERS:

Parcel of Land Located at 55th Street, Archer Avenue and
Narragansett Avenue ("The Triangle") Named in
Honor of Lech Walesa.

A proposed ordinance, presented by Aldermen Lipinski, Pucinski, Frost, Brady, Bertrand, Natarus, Merlo, Marcin, Martinez, Gabinski, Mell, Majerczyk, Roti, Schuler, Humes, Huels, Clewis, Bloom, Cullerton, Nardulli, Rittenberg, Oberman, Madrzyk, Davis, Orr, Axelrod, Shumpert, Carothers, Farina, Sheahan, Stemberk, Volini, Kellam and Burke, reading as follows:

WHEREAS, The struggle for freedom in Poland has become an international matter of concern and importance, with millions of Poles striving for a better life; and

WHEREAS, The birth of Solidarity was born of the heart and soul of Poland's battle against a corrupt Communist regime and became an international symbol of the intense struggle for freedom and dignity; and

WHEREAS, The spark that ignited Solidarity's revolution was a government decree that raised meat prices and brought Lech Walesa to national attention when he became the head of an interfactory strike committee that eventually became the bargaining representative for strikers from the Baltic to the coal-mining heartland of Silesia; and

WHEREAS, This committee, led by Walesa, launched a bold set of political demands that included the right to strike and form unions, that were unheard of in communist countries; and

WHEREAS, The world watched and waited for government reprisals as Walesa and his fellow strikers stood their ground, ever mindful of the threatening position they had assumed; and

WHEREAS, Their vigil and firmness brought forth negotiations by the government with Walesa proving adept at hard bargaining, thereby gaining an agreement to the workers' demands which included, in addition to the right to strike and form unions, concessions unheard of in Communist countries, reduced censorship, and access to state broadcasting networks for the union and church; and

WHEREAS, Following the signing of the Gdansk agreement, workers throughout Poland became a part of Solidarity, numbering 10 million, and with this ever increasing number, Walesa was hard pressed to control the rank and file who were impatient to press forth their newly found power; and

WHEREAS, The newly attained freedoms triggered a series of grass root crusades demanding that government leaders be more responsive to the rank and file and made it possible for Poles once again to speak out while allowing the church more liberalization; and

WHEREAS, The attainment of reforms and challenge to the doctrine of centralized party discipline must be attributed to the courage and determination of Walesa; and

WHEREAS, Existing government pressure and martial law are threatening to obliterate hard fought for gains in all areas of endeavor; and

WHEREAS, The world should never forget the lessons in courage displayed by millions of Polish workers and their families; and

WHEREAS, The naming of the Triangle in Walesa's honor will further symbolize heroic attempts throughout history, to reach a proper and rightful quality of freedom and reform; now, therefore,

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

SECTION 1. That the land commonly referred to as the Triangle, at the intersection of W. 55th Street, S. Archer Avenue, and S. Narragansett Avenue, or some other suitable location designated by the City Council, be named in honor of Lech Walesa, to serve as a lasting tribute to the struggle for freedom and dignity by the people of Poland.

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

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

On motion of Alderman Lipinski, (seconded by Aldermen Pucinski, Madrzyk, Natarus and Marcin) the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Nardulli, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

Presented by

ALDERMAN NARDULLI (26th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 1051 N. Winchester Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 1051 N. Winchester Avenue is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

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

Nays--None.

Presented for

ALDERMAN RAY (27th Ward):

***Referred*--PROPOSED ORDER FOR PERMIT TO CONSTRUCT
AND MAINTAIN CANOPIES.**

A proposed order, presented by Alderman Nardulli, for issuance of a permit to Gregg Builders Inc. to construct, maintain and use nine canopies attached to the building or structure located at No. 111 N. Canal Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN FROST (34th Ward):

Tribute to the Late William V. Zoe.

A proposed resolution reading as follows:

WHEREAS, Almighty God in His infinite wisdom called William V. Zoe to his eternal reward on January 10, 1981; and

WHEREAS, "Bill" Zoe served the City of Chicago on a continuous basis from 1959 until his retirement in July of 1977; and

WHEREAS, "Bill" Zoe served as Deputy Chief Administrative Officer of the City Council Committee on Finance from 1959 to 1963 and Chief Administrative Officer from 1963 until his retirement in 1977; and

WHEREAS, "Bill" Zoe was well recognized for his zeal, dedication, unswerving loyalty and industry as Chief Administrative Officer of the Committee on Finance; and

WHEREAS, "Bill" Zoe served in a low key, professional manner throughout his career with the City of Chicago, offering wise counsel to three Chairmen of Finance and two Mayors; and

WHEREAS, William Zoe was the loving and dedicated husband of the late Florence B. Zoe whom he attended with the same love and dedication during the long illness prior to her death; and

WHEREAS, "Bill" Zoe was the loving father of two daughters and four grandchildren, of whom he was justly proud and to whom he was intensely devoted and interested; and

WHEREAS, William "Bill" Zoe exemplified the type of employee of whom the City of Chicago is extremely proud and served as an example to all other City employees; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council duly assembled this 14th day of January, 1982 do hereby express their deep regret at the passing of William V. Zoe and do extend their sincerest condolences to his daughters Mrs. Jean Dykstra and Mrs. Barbara VanderMey, their children, and to his three sisters; and

Be It Further Resolved, That suitable copies of resolutions be prepared and be presented to his daughters, Mrs. Jean Dykstra and Mrs. Barbara VanderMey.

Alderman Frost 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 Frost (seconded by Alderman Natarus), the foregoing proposed resolution was *Adopted* by a rising vote.

Presented by

ALDERMAN FARINA (36th Ward):

*Referred--*PROPOSED RESOLUTION URGING THAT A SPECIAL SUBCOMMITTEE
BE APPOINTED TO INVESTIGATE THE FISCAL ACTIVITIES, ETC. OF
CERTAIN PUBLIC UTILITIES.

A proposed resolution urging that a special subcommittee be appointed to investigate the accounting, general operations, expenditures and profit disbursements of each public utility doing business within the City and to recommend any legislative action warranted.--*Referred to the Committee on Public Utilities.*

Presented by

ALDERMAN CULLERTON (38th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Hendle's Bakery, Inc., No. 6112 W. Addison Street--canopy;

LaSalle National Bank, Trustee U/T 48610, No. 6259 W. Belmont Avenue---two canopies.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDINANCE TO AMEND A PREVIOUSLY PASSED
ORDINANCE CONCERNING AN EXCLUSIVE BUS LANE AT N.
RAVENSWOOD AND W. WILSON AVES.

A proposed ordinance to amend an ordinance passed by the City Council on May 8, 1975, by inserting additional language concerning an exclusive bus lane at N. Ravenswood and W. Wilson Avenues.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN ORR (49th Ward):

**Carl Underwood Acknowledged with Respect and Gratitude for His
Extraordinary Heroic Efforts in Aiding Robbery Victim.**

A proposed resolution reading as follows:

WHEREAS, The City of Chicago wishes to acknowledge citizens who act in service to others even in disregard of their own safety; and

WHEREAS, The City of Chicago holds high a belief in the value of each person's contribution to society as a whole; and

WHEREAS, Carl Underwood, on December 8, 1981, reacted with care and selflessness to the situation of someone in need and in danger; and

WHEREAS, Carl Underwood's bravery and determination may help to reduce criminal and violent activities from at least one source by showing a private citizen's willingness to become involved; and

WHEREAS, Carl Underwood has suffered grievous bodily harm as a result of his heroic efforts on behalf of Betty Brewer; and

WHEREAS, Carl Underwood and his family have sustained substantial emotional and financial burden; now, therefore,

Be It Resolved, That the Chicago City Council acknowledges with respect and with gratitude the bold actions of Carl Underwood and wishes him a speedy recovery; and

Be It Further Resolved, That a copy of this resolution be sent to Mr. Underwood and his family.

Alderman Orr 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 Orr, the foregoing proposed resolution was *Adopted*.

**Rogers Park Police Officers Acknowledged for Their Bravery
in Rescuing Distressed Woman.**

Also a proposed resolution reading as follows:

WHEREAS, The City of Chicago wishes to acknowledge its police officers whose dedication to service lead them to act even in disregard of their own safety; and

WHEREAS, The citizens of Chicago often depend on the commitment of police officers to go beyond the strict definition of duty; and

WHEREAS, It is crucial for the Chicago community and its children to be able to perceive the Police Department as exemplifying the true meaning of the motto: "We Serve and Protect"; and

WHEREAS, On December 30, 1981, Officers William Blake, Wayne Szulkowski, and Terry O'Neill, all of the Rogers Park District, chose to risk their lives in an attempt to save others; and

WHEREAS, Officers Blake, Szulkowski, and O'Neill answered a disturbance call outside of their district, proceeded to follow a distressed woman as she ran through traffic and then to the lake where they saw her disappear into the water, attempted several different rescue efforts, and were eventually successful; now, therefore,

Be It Resolved, That the Chicago City Council acknowledges with respect and with gratitude the bold actions of Officers William Blake, Wayne Szulkowski, and Terry O'Neill; and

Be It Further Resolved, That copies of this resolution be sent to Officers Blake, Szulkowski, and O'Neill, as well as their commander, Nestor Chakonas.

Alderman Orr 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 Orr, the foregoing proposed resolution was *Adopted*.

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Benj. E. Sherman & Son, Inc. Agent, to maintain and use an existing canopy attached to the building or structure located at No. 1791 W. Howard Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN ORR (49th Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION URGING INVESTIGATION AND
INTERVENTION IN THE COMMONWEALTH EDISON
RATE HIKE CASE.

A proposed resolution, presented by Aldermen Orr, Davis, Bloom, Oberman and Volini, urging City Council and Corporation Counsel investigation and intervention into Commonwealth Edison's rate increase request, etc.--*Referred to the Committee on Public Utilities.*

Presented by

ALDERMAN STONE (50th Ward) and OTHERS:

*Referred--*PROPOSED ORDINANCE TO DESIGNATE ROSEHILL CEMETERY
AS A "CHICAGO LANDMARK."

A proposed ordinance, presented by Aldermen Stone, Rittenberg, Schuller and Volini, to designate the property known as Rosehill Cemetery located in the area bounded by N. Western, W. Berwyn, N. Bowmanville and N. Damen Avenues as a "Chicago Landmark."--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATIONS OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were Referred to the Committee on Finance, as follows:

Free Permits:

BY ALDERMAN STREETER (17th Ward):

Industrial Structures, Inc., No. 6232 N. Pulaski Road--for rehabilitation of Chicago Housing Authority multi-family housing at Nos. 345-351 W. 69th Street.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern University, No. 310 E. Superior Street--for renovation and remodeling of the 4th floor of the Morton Building.

BY ALDERMAN STONE (50th Ward):

Bais Yaakov Hebrew Parochial School, No. 2447 W. Granville Avenue--for installation of a fire alarm system on their premises at No. 6122 N. California Avenue (new building).

Misericordia Home, No. 6300 N. Ridge Avenue--construction of a new building and remodeling the existing structures.

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

St. Frances Xavier Cabrini Hospital, No. 811 S. Lytle Street.

BY ALDERMAN BARNETT (2nd Ward):

Michael Reese Hospital and Medical Center, No. 2900 S. Ellis Avenue.

BY ALDERMAN KENNER (3rd Ward):

Convalescent Home of the First Church of Deliverance, No. 4314 S. Wabash Avenue.

BY ALDERMAN BLOOM (5th Ward):

Michael Reese Hospital and Medical Center (Nicholas J. Pritzker Children's Psychiatric Unit), No. 2900 S. Ellis Avenue.

BY ALDERWOMAN HUMES (8th Ward):

South Shore Hospital, 3015 S. Luella Avenue.

BY ALDERMAN NARDULLI (26th Ward):

Erie Neighborhood House, No. 1347 W. Erie Street.

BY ALDERMAN MARTINEZ (31st Ward):

Norwegian American Hospital, No. 1044 N. Francisco Avenue.

Rockwell Baptist Day Care Center, No. 1356 N. Rockwell Street (2).

BY ALDERMAN MELL (33rd Ward):

Grace Convalescent Home, No. 2800 W. Grace Street.

St. Paul's House No. 3831 N. Mozart Street.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Y.M.C.A. Day Care Center, No. 4300 N. Hermitage Avenue.

BY ALDERWOMAN VOLINI (48th Ward):

Self-help Home for the Aged, Inc., No. 908 W. Argyle Street.

BY ALDERMAN STONE (50th Ward):

High Ridge Y.M.C.A. Day Care Center, No. 2424 W. Touhy Avenue.

Jewish Peoples Convalescent Home, No. 6512 N. California Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN ROTI (1st Ward):

Franciscan Fathers (St. Peter's Church), No. 108 W. Madison Street--elevator inspection.

BY ALDERMAN BLOOM (5th Ward):

The Church Home (Home for the Aged), No. 5445 S. Ingleside Avenue--elevator inspection.

LaRabida Children's Hospital and Research Center, No. 6500 S. Promontory Avenue--public place of assembly inspection (3).

University of Chicago, various locations--mechanical ventilation, unfired pressure vessel, and building inspections (3).

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home, No. 2916 W. 47th Street--annual driveway inspection.

BY ALDERMAN MARTINEZ (31st Ward):

Incarnation Lutheran Church, No. 1345 N. Karlov Avenue--boiler and fuel burning equipment, and mechanical ventilation inspections.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Elizabeth Hospital, No. 1408 N. Oakley Boulevard; and No. 1431 N. Claremont Avenue--public place of assembly; boiler and fuel burning equipment and unfired pressure vessel inspection (3).

BY ALDERMAN CULLERTON (for ALDERMAN LAURINO, 39th Ward):

Jewish Home for the Blind, No. 3525 W. Foster Avenue--elevator inspection.

BY ALDERMAN RITTENBERG (40th Ward):

Edgewater Hospital, No. 5700 N. Ashland Avenue--mechanical ventilation, and public place of assembly inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Quigley North Seminary (The Catholic Bishop of Chicago), No. 103 E. Chestnut Street--parking sign maintenance inspection.

BY ALDERMAN AXELROD (46th Ward):

Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive--public place of assembly inspection (2).

Japanese American Service Committee, No. 4427 N. Clark Street--mechanical ventilation inspection.

BY ALDERMAN SCHULTER (47th Ward):

Fourteenth Church of Christ Scientist, No. 1713 W. Sunnyside Avenue--boiler and fuel burning equipment inspection.

St. Benedict Church, No. 2215 W. Irving Park Road--elevator inspections (2).

Sydney R. Forkosh Hospital, No. 2544 W. Montrose Avenue--mechanical ventilation, refrigeration equipment, public place of assembly inspections (3).

BY ALDERWOMAN VOLINI (48th Ward):

Self-help Home for the Aged, No. 908 W. Argyle Street--mechanical ventilation, public place of assembly inspections (2).

BY ALDERMAN ORR (49th Ward):

Sisters of Charity, BVM, No. 6364 N. Sheridan Road--mechanical ventilation inspection.

Water Rate Exemption:

BY ALDERMAN MARTINEZ (31st Ward):

Rockwell Baptist Church, Nos. 1342-1356 N. Rockwell Street.

Refund of Fee:

BY ALDERMAN BLOOM (5th Ward):

Turner Construction Company, No. 180 N. LaSalle Street for (University of Chicago, No. 6046 S. Kenwood Avenue)--Refund of Building Permit No. 607255 for the amount of \$2,960.10.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (December 29, 1981).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, December 29, 1981, at 10:00 A.M., signed by him as such City Clerk.

Alderman Allan Streeter moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

City Comptroller Authorized to Advertise for Sale City-owned Property at No. 209 S. LaSalle St.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 4, 1981, pages 7844-7845, recommending that the City Council pass a proposed ordinance authorizing the City Comptroller to advertise for sale City-owned property at No. 209 S. LaSalle Street.

Alderman Frost moved to *Amend* the proposed ordinance as follows:

by adding the words "and the City Council of the City of Chicago", immediately after the words "Corporation Counsel" appearing as the last two words in Section 5 of the ordinance.

The motion to amend *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Frost the proposed ordinance was *Passed as Amended*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Shumpert, Nardulli, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schuller, Volini, Orr, Stone--39.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to advertise for sale the following parcel of City improved 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 being described as follows:

*209 South LaSalle Street Commonly Known as the
Rookery Building*

Lots 33, 34, 35, 36, 37, 38 and 39, the East eight (8) feet of Lots 40 and 43 and Lots 44, 45, 46, 47, 48, 49 and 50, all in Block One Hundred and Sixteen (116), in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County,

Illinois; said property being bounded by Adams Street on the North, an alley on the East, Quincy Street on the South and LaSalle Street on the West, having a frontage of one hundred and seventy-eight and five-tenths (178.5) feet, more or less, on LaSalle Street, by one hundred and seventy-seven and six-tenths (177.6) feet, more or less, on Adams Street; and all improvements thereon.

SECTION 2. That the sale of said property shall be subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 3. That the sale of said property shall be subject to the lease dated December 3, 1885, and recorded December 4, 1885, in the Office of the Recorder of Deeds as Document Number 674256, in Book 1743 of Records, Page Number 374, from the City of Chicago to Edward Carson Waller, for the term of ninety-nine (99) years, from May 1, 1886 to May 1, 1985.

SECTION 4. That the sale of said property shall be subject to its designation as a "Chicago Landmark" as approved by the City Council on July 5, 1972, Pages 3997-3998 of the Journal of City Council Proceedings and, also, subject to the provisions of Chapter 21, Sections 21-62 *et seq.* of the Municipal Code of Chicago.

SECTION 5. That the sale of said property shall be subject to a conservation right to be retained by the City of Chicago pursuant to Illinois Revised Statutes (1979), Chapter 30, Section 401, *et seq.* Said conservation right shall obligate the owner of said property to preserve, protect, enhance and perpetuate the four exterior facades of the building, the interior light court, the ground floor lobby and central space, and the main public staircase and stairwell located west of the light court, from ground level to the top floor. The conservation right shall not extend to any interior tenant space. Said conservation right shall be in a form approved by the Corporation Counsel and the City Council of the City of Chicago.

SECTION 6. That bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller, who is authorized to prepare such bidding forms which shall require, among other things, that each bidder furnish an Economic Disclosure Statement, in accordance with the requirements established by ordinance.

SECTION 7. That the City Comptroller is authorized to solicit in the bidding form any relevant data, including the proposed use of the property, which will assist in the evaluation of the bid proposal.

SECTION 8. This ordinance shall take effect and be in full force from and after the date of its passage.

MISCELLANEOUS BUSINESS.

Presence of Visitors Noted.

Honorable Jane M. Byrne, Mayor, called the Council's attention to the presence of the following visitors:

Honorable Thomas Zych, President of The Board of Aldermen of St. Louis, Missouri, and Mr. Gregory Daly;

Twenty students from Constitutional Rights Foundation (1st Ward), accompanied by Ms. Gael Byrnes;

Ten students from Legislative Process Class of North Park College (39th Ward), accompanied by Mr. Warren Wade.

The visitors were warmly applauded and Mayor Byrne invited them to attend future meetings.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Thursday, the fourteenth (14th) day of January, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the twenty-first (21st) day of January, 1982, 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 the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

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

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, January 21, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.


WALTER S. KOZUBOWSKI,
City Clerk.