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

Regular Meeting—Wednesday, July 27, 1983

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent--Aldermen Mell, Kotlarz, Laurino.

Call to Order.

On Wednesday, July 27, 1983, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Quorum present.

On motions of Aldermen Banks and Damato, respectively, it was ordered noted in the Journal that Aldermen Mell and Laurino were absent due to illness.

Invocation.

Reverend E. R. Williams, South Park Baptist Church, opened the meeting with prayer.

At this point in the Proceedings, Mayor Washington expressed birthday greetings to Alderman Banks and Alderman Laurino.

The Aldermen were warmly applauded by their colleagues and assembled guests.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE
OF GENERAL OBLIGATION NOTES, SERIES OF SEPTEMBER, 1983.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance providing for the issuance of General Obligation Notes in a principal amount not exceeding \$21,000,000, for ordinary and necessary expenditures for corporate purposes for the year 1983.

July 27, 1983

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE CITY-STATE
PRELIMINARY ENGINEERING PROJECT AGREEMENT CONCERNING
F.A.U. SYSTEM PROGRAM.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of a City-State Preliminary Engineering Project Agreement in respect of the Federal-Aid Urban System Program, and authorizing the Mayor to enter into and execute the City-State Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT
TO CITY-STATE PRELIMINARY ENGINEERING AGREEMENT
CONCERNING F.A.U. SYSTEM PROGRAM.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing the approval of an amendment to the City-State Preliminary Engineering Agreement of March 19, 1980 in respect of the Federal-Urban Aid System Program, and authorizing the Mayor to enter into and execute the Amendment on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE CITY-STATE
PROJECT AGREEMENT CONCERNING HOWARD ST.-KEDZIE AV.
TRAFFIC SIGNAL INSTALLATION PROJECT.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of a City-State Project Agreement in respect of the Howard Street-Kedzie Avenue Traffic Signal Installation Project, and authorizing the Mayor to enter into and execute the City-State Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE CITY-STATE PROJECT
AGREEMENT CONCERNING PULASKI RD.-31ST ST. INTERSECTION
IMPROVEMENT PROJECT.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for approval of a City-State Project Agreement in respect of the Pulaski Road-31st Street Intersection Improvement Project, and authorizing the Mayor to enter into and execute the City-State Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE AN AMENDMENT TO A
CITY-STATE PROJECT AGREEMENT CONCERNING THE RANDOLPH
STREET IMPROVEMENT PROJECT.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of an amendment of the City-State Project Agreement of November 18, 1982 in respect of the Randolph Street Improvement Project, and authorizing the Mayor to enter into and execute the amendment on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE A CITY-STATE PROJECT
AGREEMENT CONCERNING CITY WIDE TRAFFIC SIGNAL
IMPROVEMENT PROGRAM.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of a City-State Project Agreement in respect of the City wide Traffic Signal Improvement Program, and authorizing the Mayor to enter into and execute the City-State Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF AN
INDUSTRIAL REVENUE BOND FOR FRERO, INC.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$750,000 for the financing of a project to be operated by Frero, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF AN
INDUSTRIAL REVENUE BOND FOR REPUBLIC ALUMINUM, INC.

Honorable Harold Washington, 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

July 27, 1983.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE A REDEVELOPMENT
AGREEMENT CONCERNING THE COBBLE SQUARE PROJECT.

Honorable Harold Washington, 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

July 27, 1983.

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 transmit herewith an ordinance providing for the approval of a Redevelopment Agreement in respect of the Cobble Square Project by which the City will loan \$3,497,625 of funds provided by an Urban Development Action Grant to the project developers, and authorizing the Commissioner of the Department of Planning to enter into and execute the Redevelopment Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE A REDEVELOPMENT
AGREEMENT CONCERNING FIFTH CITY INDUSTRIAL PROMOTION
CORP.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Redevelopment Agreement to reimburse Fifth City Industrial Promotion Corporation to a maximum amount of \$18,000 for constructing along with its automotive service center at Fifth and Kedzie Avenues, certain public improvements, and to authorize the Acting Commissioner of Economic Development to enter into and execute the Redevelopment Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE A REDEVELOPMENT
PROJECT FOR USE BY L & B PRODUCTS OF ILLINOIS, INC. ETC.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance approving a Redevelopment Project for the use of L & B Products of Illinois, Inc. and authorizing the Acting Commissioner of the Department of Economic Development to execute a Redevelopment Agreement and execute a Land Purchase Agreement for the Cooperative Purchase of a Project Site for the use of L & B Products of Illinois, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE A REDEVELOPMENT
AGREEMENT AND CO-OPERATIVE REDEVELOPMENT AGREEMENT FOR
PEAK ENTERPRISES PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

July 27, 1983

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Redevelopment Agreement and Co-Operative Redevelopment Agreement for a land write-down on behalf of the Peak Enterprises Project, and authorizing the Acting Commissioner of the Department of Economic Development to enter into and execute the Redevelopment Agreement and Co-operative Redevelopment Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE A REVOLVING LOAN
FUND LOAN TO MET-L-WOOD CORP.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Loan and Security Agreement in respect of a Revolving Loan Fund loan to Met-L-Wood Corporation for the purchase of machinery and equipment for business expansion, and authorizing the Acting Commissioner of the Department of Economic Development to enter into and execute the Loan and Security on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE LOAN AND SECURITY
AGREEMENT IN RESPECT OF REVOLVING LOAN
FUND LOAN FOR PEAK ENTERPRISES.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Loan and Security Agreement in respect of a Revolving Loan Fund Loan to Peak Enterprises to purchase and install machinery and equipment at its manufacturing facility at 413 West Oakwood, Chicago, and authorizing the Acting Commissioner of the Department of Economic Development to enter into and execute the Loan and Security Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO APPROVE A REVOLVING LOAN FUND
LOAN FOR PRIMROSE CANDY CO.

Honorable Harold Washington, 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.

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Revolving Loan Fund Loan to the Primrose Candy Company for purposes of business expansion and authorizing the Acting Commissioner of Economic Development to enter into and execute a Loan and Security Agreement, on behalf of the City, with Primrose Candy Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO APPROVE A TAX LEVY FOR SPECIAL
SERVICE AREA NO. 1 (STATE STREET MALL).

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of a tax levy on real estate and budget for the Special Service Area No. 1, for the calendar year beginning January 1, 1984. The levy will help defray the cost of operations of the State Street Mall.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO SET PUBLIC HEARING
ON CREATION OF SPECIAL SERVICE AREA NO. 3.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for setting a public hearing on creation of a Special Service Area No. 3 to be located in the area of 63rd Street and Kedzie and Western Avenues, and, upon recommendation by the City Council at the conclusion of the public hearing to an ordinance providing for the establishment of Special Service Area No. 3.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE REIMBURSEMENT
AGREEMENT CONCERNING U.M.T.A. SECTION 8 TRANSIT
PLANNING FUNDS PROGRAM FOR FISCAL YEAR 1984.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of Reimbursement Agreement in respect of the Urban Mass Transportation Administration Section 8 Transit Planning Funds Program for Fiscal Year 1984, and authorizing the Mayor to enter into and execute the Reimbursement Agreements on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE AN AMENDMENT OF
GRANT CONTRACTS WITH U.M.T.A. and I.D.O.T. CONCERNING
STATE STREET SUBWAY RENOVATION PROGRAM.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance providing for the approval of an amendment of Grant Contracts with the Urban Mass Transportation Administration and the Illinois Department of Transportation in respect of the State Street Subway Renovation Program, and authorizing the Mayor to enter into and execute the Amendment on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE FILING OF APPLICATION
WITH HUD FOR A U.D.A.G. GRANT CONCERNING RIVER
CITY-PHASE I PROJECT.

Honorable Harold Washington, 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

July 27, 1983:

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 transmit herewith an ordinance providing for submission of an application to the U.S. Department of Housing and Urban Development for an Urban Development Action Grant in respect of the River City-Phase I Project, and in the event the application is successful, authorizing the Mayor to enter into and execute a Grant Agreement with HUD, on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR FILING OF U.D.A.G.
APPLICATION CONCERNING LINCOLN PARK HEALTH CENTER PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

July 27, 1983

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I transmit herewith an ordinance providing for submission of an Urban Development Action Grant application in respect of the Lincoln Park Health Center Project, and in the event the application is successful, authorizing the Mayor to enter into and execute an Urban Development Action Grant Agreement on behalf of the City with the United States Department of Housing and Urban Development.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR FILING OF U.D.A.G.
APPLICATION WITH H.U.D. CONCERNING LEE-RICKS MEDICAL
CENTER PROJECT.

Honorable Harold Washington, 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

July 27, 1983.

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 transmit herewith an ordinance providing for submission of an application to the U.S. Department of Housing and Urban Development for an Urban Development Action Grant in respect of the Lee-Ricks Medical Center Project, and in the event the application is successful, authorizing the Mayor to enter into and execute a Grant Agreement with HUD on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR FILING OF U.D.A.G.
APPLICATION CONCERNING WEST CHATHAM PLAZA PROJECT.

Honorable Harold Washington, 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

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the submission of an Urban Development Action Grant application in respect of the West Chatham Plaza Project, and in the event the application is successful, authorizing the Mayor to enter into and execute an Urban Development Action Grant Agreement on behalf of the City with the United States Department of Housing and Urban Development.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF LICENSE
AGREEMENT BETWEEN CITY AND THE CHICAGO AND NORTH WESTERN
TRANSPORT CO. CONCERNING CONSTRUCTION AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, transmitted herewith is a license agreement between the City of Chicago and the Chicago and North Western Transport Co. to allow the Federal Aviation Administration to upgrade the construction of and maintain an airport landing system light on railroad property at Chicago-O'Hare International Airport.

Your favorable consideration of this matter will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE FILING OF GRANT
APPLICATION WITH F.A.A. CONCERNING IMPROVEMENTS AT
CHICAGO MIDWAY AIRPORT.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, transmitted herewith is an ordinance providing for the issuance of a grant for the Airport Improvement Program in the amount of \$2,160,540.00. This grant is between the Federal Aviation Administration and the City of Chicago. This grant is for improvements at Chicago Midway Airport.

Your favorable consideration of this matter will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL
APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT BY
MADISON STREET PARTNERSHIP FOR HYDROAIRE, INC.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,125,000 for the construction of a project by Madison Street Partnership, an Illinois limited partnership, to be leased to HydroAire, Inc., a Delaware corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ACQUISITION
AND RECONVEYANCE OF PROPERTIES FOR URBAN
HOMESTEADING PROGRAM.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing Acquisition and Reconveyance of Properties for the Urban Homesteading Program."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF NO. 5233 S. ABERDEEN ST. TO AGUSTIN ZAPATA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together

July 27, 1983

with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 5233 South Aberdeen to Agustin Zapata."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 5306 W. FERDINAND ST. TO RICHARD BLALOCK

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 5306 West Ferdinand to Richard Blalock."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 6100 S. HERMITAGE AV. TO KATHERINE DAVIS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 6100 South Hermitage to Katherine Davis."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 6337 S. HERMITAGE AV. TO DANETTE HUGHES.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 6337 South Hermitage to Danette Hughes."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 4829 W. JACKSON BLVD. TO CURTIS YOUNG.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 4829 West Jackson to Curtis Young."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 604 N. LATROBE AV. TO WILLIE OBY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

July 27, 1983

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 604 North Latrobe to Willie Oby."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF NO. 115 N. LOCKWOOD AV. TO GWENDOLYN R. JOHNSON.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance "Authorizing the Conveyance of 115 North Lockwood to Gwendolyn R. Johnson."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF NO. 10610 S. MICHIGAN AV. TO MELVIN CRITTENDEN.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance "Authorizing the Conveyance of 10610 South Michigan to Melvin Crittenden."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF NO. 31 W. 111TH PL. TO BEVERLY A. WYLIE.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance "Authorizing the Conveyance of 31 West 111th Place to Beverly A. Wylie."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF NO. 337 W. 111th PL. TO ANDRE THOMAS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 337 West 111th Place to Andre Thomas."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 7116 S. PARNELL AV. TO WALTER KIMS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 7116 South Parnell to Walter Kims."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF NO. 5925 S. PAULINA ST. TO JIMMIE TRAVIS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 5925 South Paulina to Jimmie Travis."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
OF NO. 140 N. PINE AV. TO THEODA WILLIAMS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 140 North Pine to Theoda Williams."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 1336 E. 73RD ST. TO DEBRA HARVEY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 1336 East 73rd Street to Debra Harvey."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 2823 E. 77TH PL. TO PRISCILLA HORTON.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 2823 East 77th Place to Priscilla Horton."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE OF
NO. 10750 S. WENTWORTH AV. TO CONSTANCE P. COLIN.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance of 10750 South Wentworth to Constance P. Colin."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE SALE OF NO. 6850
S. PARNELL AV. TO MR. AND MRS. SAM L. DAVIS.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance Sale of 6850 South Parnell Avenue to Mr. and Mrs. Sam L. Davis."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE
SALE OF NO. 6722 S. EMERALD AV. TO
MR. AND MRS. J. D. RICHMOND, JR.

Honorable Harold Washington, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance Sale of 6722 South Emerald Avenue to Mr. and Mrs. J. D. Richmond, Jr."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CONVEYANCE SALE
OF NO. 327 W. 111TH PL. TO MARSHALL AND MAMIE REED.

Honorable Harold Washington, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Housing, I am transmitting herewith copies of an ordinance, "Authorizing the Conveyance Sale of 327 West 111th Place to Marshall Reed and Mamie Reed; his wife."

Your favorable consideration of this ordinance will be greatly appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCELS
I-1 and I-2 IN PROJECT CENTRAL WEST.

Honorable Harold Washington, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in Project Central West (Parcels I-1, triangular shaped area bounded by West Ogden Avenue, South Paulina Street and West Jackson Boulevard; I-2, is bounded by West Ogden Avenue, West Jackson Boulevard, South Paulina Avenue and West Van Buren Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

July 27, 1983

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCELS R-10
AND R-11 IN PROJECT CENTRAL WEST.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in Project Central West (Parcels R-10, N.E. Corner of W. Jackson and S. Ashland; R-11, S. E. Corner of W. Jackson and S. Ashland).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCELS I-3,
AND I-4 IN PROJECT DOUGLAS-LAWNDALE.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in Project Douglas-Lawndale (Parcels I-3, 3611-3623 West Douglas Blvd.; I-4, 3601 West Douglas Blvd).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL R-1 (B)
IN REDEVELOPMENT PROJECT 47TH-MICHIGAN.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in Redevelopment Project 47th-Michigan (Parcel R-1(B), 4640 South Wabash Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting on June 21, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL I-1
IN PROJECT MADISON-ALBANY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in Project Madison-Albany (Parcel I-1, N.E. Corner of Monroe Street and Kedzie Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF PARCELS
I-2 AND I-3 IN PROJECT MADISON-ALBANY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together

July 27, 1983

with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in Project Madison-Albany (Parcels I-2, 3156-3164 West Monroe Street; I-3, 3130-3148 West Madison Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCELS
B-61 AND B-73 IN NEAR WEST SIDE CONSERVATION AREA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcels B-61, 1438-1444 West Taylor Street; B-73, 1455 West Taylor Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL
B-78 IN NEAR WEST SIDE CONSERVATION AREA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development:*

July 27, 1983

COMMUNICATIONS, ETC.

705

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel B-78, 1301-1315 West Taylor Street).

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL
LR-50 IN NEAR WEST SIDE CONSERVATION AREA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel LR-50, 1245-1249 West Flournoy Street).

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL
LR-97 (a) IN NEAR WEST SIDE CONSERVATION AREA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

July 27, 1983

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel LR-97 (a), 1531-1539 West Taylor Street).

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL
MR-96 IN NEAR WEST SIDE CONSERVATION AREA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel MR-96, N.E. corner of South Ada Street and West Lexington Street).

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL
MR-99 IN NEAR WEST SIDE CONSERVATION AREA.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

July 27, 1983

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel MR-99,700-716 South Racine Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting on April 28, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL PK-4
IN PROJECT SOUTHEAST ENGLEWOOD.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Neighborhood Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in Project Southeast Englewood (Parcel PK-4, 7117-7121 South Wentworth Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting on January 18, 1983, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE CITY COMPTROLLER
TO ADVERTISE FOR SALE CERTAIN CITY PARKING GARAGE SITES.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition and Disposition*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance authorizing the City Comptroller to advertise for sale and to solicit bids for purchase of three parcels of City property commonly known as 110-120 N. LaSalle Street (Parking Garage Site No. 8), 320 N. LaSalle Street (Parking Garage Site No. 9) and 200-218 E. Grand Avenue and 533-537 N. St. Clair Street (Parking Garage Site No. 10).

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) HAROLD WASHINGTON,
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 Harold Washington, Mayor, designating times for special observances as follows:

"BASTILLE DAY IN CHICAGO":

July 14, 1983;

"WOMEN IN COMMUNITY SERVICE DAY IN CHICAGO":

July 15, 1983;

"COUNTRY FAIR DAYS IN CHICAGO":

July 15-17, 1983;

"ATOMIC VETERANS DAY IN CHICAGO":

July 16, 1983;

"CHURCH OF THE LIVING GOD DAY IN CHICAGO":

July 16, 1983;

"CAPTIVE NATIONS WEEK IN CHICAGO":

July 17-23, 1983;

"COLUMBIAN INDEPENDENCE DAY IN CHICAGO":

July 20, 1983;

"DARLENE HANDLEY DAY IN CHICAGO":

July 21, 1983;

"U.S.S. EDSON DAYS IN CHICAGO":

July 21-25, 1983;

"WILBERFORCE UNIVERSITY DAY IN CHICAGO":

July 21, 1983;

"ALPHA KAPPA ALPHA SORORITY LEADERSHIP SEMINAR DAY IN CHICAGO":
July 22, 1983;

"SHOWCASE '83 WEEKEND IN CHICAGO":
July 22-24, 1983;

"WOMEN'S INTERNATIONAL VOLLEYBALL COMPETITION AT THE UNIVERSITY OF ILLINOIS AT CHICAGO DAY":
July 23, 1983;

"PETER J. FOSCO DAY IN CHICAGO":
July 24, 1983;

"ALSEM FAMILY DAY":
July 28, 1983;

"PERUVIAN INDEPENDENCE DAY IN CHICAGO":
July 30, 1983;

"URBAN FOCUS NEWSPAPER'S MINORITY WOMEN'S CAREER CONFERENCE DAY IN CHICAGO":
July 30, 1983;

"ECUADORIAN WEEK IN CHICAGO":
August 7-13, 1983;

"ROBERT L. STRICKLAND AND LEONARD G. HERRING DAY IN CHICAGO":
August 16, 1983;

"WOMEN'S EQUALITY WEEK IN CHICAGO":
August 20-26, 1983;

"DOWNTOWN ART DECO WEEKEND IN CHICAGO":
August 27-28, 1983;

"LEUKEMIA AWARENESS MONTH IN CHICAGO":
Month of September, 1983;

"TIKVAH INSTITUTE FOR CHILDHOOD LEARNING DISABILITIES DAY IN CHICAGO":
October 9, 1983.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Dewald Restaurant Group, Inc.: Acceptance and bond under an ordinance passed on November 12, 1982 (water service line); filed on July 13, 1983;

First National Bank of Chicago, Etc.: Acceptance and bond under an ordinance passed on March 31, 1983 (vault); filed on July 26, 1983;

Harbor House Condominium Association: Acceptance and bond under an ordinance passed on March 31, 1983 (vaulted area); filed on July 13, 1983.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

The City Clerk informed the city Council that all those ordinances which were passed by the City Council on July 13, 1983, 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 July 26, 1983, by being printed

in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 13, 1983, [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 July 26, 1983.

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 June 30, 1983.*

The following document received in the City Clerk's Office from Walter K. Knorr, Acting City Comptroller, which was *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ending June 30, 1983;

Statement of Funded Debt as at June 30, 1983;

City of Chicago Corporate Fund: Statement of Floating Debt as at June 30, 1983.

*City Comptroller's Quarterly Report for Municipal Hotel
Operators' Occupation Tax.*

Also a report from Walter K. Knorr, Acting City Comptroller, addressed to the Mayor and Members of the City Council, transmitting the quarterly reports of amounts expended in the Municipal Hotel Operators' Occupation Tax Fund.--*Placed on File.*

Zoning Reclassifications of Particular Areas.

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

Lionel O. Pittman--to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 30-E bounded by

a line 174.3 feet north of and parallel to E. 120th Street; the alley next east of and parallel to S. Indiana Avenue; a line 74.3 feet north of and parallel to E. 120th Street; and S. Indiana Avenue;

Satellite Business Systems--to classify as a Communications Planned Development by supplementing all the B6-7 Restricted Central Business District symbols and indications shown on Map No. 2-F in the area of

No. 200 S. Wacker Drive.

Claims against the City of Chicago.

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

Allen Franklin G., Allstate Ins. Co. (6) Ernest Edoimioya, Jeffrey Feldman, Angelos Karakourtis, Jose Ortiz, Miller & Johnella Sherley, and Joseph Taylor, American Greek Intern. Fds., Inc., Austin Bernard, Auto Owners Ins. and Deborah Smith;

Branch Willie Jr., Bukowski George;

Claridy Albert, Colker Jay, Cosovic Tomsilav, Cothran Anthony, Cullen James;

De Vitto Louis and Michael, Diaz Jesse, Dowd Betty, Driver Carrie;

Economy Fire & Cas. Co.(2) Jack Drury and George Leonard, Ellis Thomas H.;

Far Eastern Consulting, Laura Sato, Fiegel George W., Fireman's Fund Ins. Cos.(2) Robert Sarbieski and Robin G. & Luann O. Yoder, FMC Corporation, Ben Franklin;

Gaeto Sam, Gardner Isaac and Inez, Gilhooly Vicki J. and John J., Goolk Paul, Greater Chicago Auto Auction, Green Grady;

Harris Jerome, The Hartford and Miller's Klean-Rite Service, Hemphill Jill, Henderson Finis Jr.;

Israel Gods Church;

Johnson William A.;

Koonce Sondra M., Krueger Howard, Kudia Emil M., Kwak John;

Lake Center Mgmt.;

Mangalik Saroj, Mannyfield Patricia, Melaniphy John C. Jr., Moore Mrs. Pinkie;

N.W.B.A. Leasing Corp.;

JCPenny Cas. Ins. Co. and John J. Kane, Piel Alan R., Politron Juan;

Robinson John T., Robinson Ralph, Ronnberg Cynthia G.;

Sorensen Michael O., State Farm Ins. Co. (2) Daniel Anastasia and Miguel Ochoa, Staublein James A., Stewart Mary, Susman Dolores R., Sweis Issa;

Tamayo Jose R., 2120 N. Halsted St., Inc.;

Vercauten Patrick J.;

William F. Wallrab & Assoc., Inc. and Robert Petrick, Ware Carter, Warstat Cobrinne, Williams Rita M.;

Yellow Cab Co.

Zurich Inc.Co. and Sidney Laner & Co..

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

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on July 26, 1983) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended May, 1983.--*Referred to the Committee on Claims and Liabilities.*

*Referred--*RECOMMENDATION OF COMM. ON CHICAGO HISTORICAL AND
ARCHITECTURAL LANDMARKS THAT THE DELAWARE
BUILDING BE DESIGNATED AS A
"CHICAGO LANDMARK".

Also a communication from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of July 19, 1983, transmitting the recommendation that the Delaware Building be designated as a "Chicago Landmark".--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

*Placed on File--*NOTIFICATION AS TO SELECTION OF PROXY TO AFFIX
SIGNATURE OF MAY TO MULTI-FAMILY HOUSING REVENUE BONDS,
SERIES 1983 (FHA INSURED MORTGAGE LOAN-COBBLE
SQUARE PLACE PROJECT).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 27, 1983.

Notice of Designation of Proxy

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

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate Daniel E. Murphy as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to not to exceed \$14,000,000 aggregate principal amount of Multi-Family Housing Revenue Bonds, Series 1983 (FHA Insured Mortgage Loan - Cobble Square Place Project), authorized to be issued pursuant to an ordinance adopted by the City Council of the City of Chicago on July 27, 1983, and to any other instrument, agreement, certificate or document required to be signed by the Mayor pursuant to such ordinance.

Appended hereto is a written signature of my name as to the same will appear on such Bonds and other instruments, agreements, certificates and documents as executed by said Daniel E. Murphy, with the proxy's signature underneath, all as required by law.

Very truly yours,
(Signed) HAROLD WASHINGTON,
Mayor.

(Signatures appended as stated)

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

City of Chicago Authorized to Issue Multi-Family Housing Revenue
Bonds for Cobble Square Place Project.

The Committee on Finance submitted a report recommending that the City Council pass a proposed

ordinance transmitted therewith, authorizing the City of Chicago to issue Multi-Family Housing Revenue Bonds for the Cobble Square Place Project in the amount not to exceed \$14,000,000.

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr--41.

Nays--None.

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

Alderman Burke then requested that the record reflect that the said passed ordinance was promptly transmitted to the Mayor who affixed his signature to same at 11:00 A.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, It is necessary and in the best interests of the City to (1) provide for and promote the public health, safety and welfare; (2) relieve conditions of unemployment and encourage the increase of industrial and commercial activities and economic development of the City, so as to reduce the evils attendant upon unemployment; (3) provide for efficient, well planned urban growth and development, including the prevention and elimination of slum areas and urban blight and (4) preserve and increase the City's ad valorem tax base; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing which persons, including those of low and moderate income, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, Private enterprise and investment have been unable, without assistance, to provide the needed decent, safe and sanitary rental housing or to provide sufficient mortgage financing at reasonable rates for such rental housing; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on March 9, 1983, the City has entered into a Memorandum of Agreement dated March 18, 1983 with Cobble Square Development Inc., an Illinois corporation (the "Corporation"), acting on behalf of Cobble Square Place Associates, an Illinois limited partnership of which the Corporation is the general partner (the "Owner"), regarding the issuance of revenue bonds by the City to assist in financing the acquisition of the real estate bounded by Schiller Street on the north, Wells Street on the east, West Evergreen Street on the south and North Park Avenue on the west, currently known as the Dr. Scholl property, and the rehabilitation (including certain demolition and new construction) and equipping of the

Dr. Scholl property into a residential rental housing complex currently expected to be known as Cobble Square Place, consisting of approximately 257 loft dwelling units, at least 15% of which will be occupied by persons of low or moderate income (the "Project"); and

WHEREAS, It is necessary and desirable in order to increase the supply of decent, safe and sanitary rental housing within the corporate limits of the City and for the enhancement of the tax base and the general welfare of the City and its inhabitants to assist in financing the acquisition, rehabilitation and equipping of the Project located within the City; and

WHEREAS, It is proposed that the Trustee (as hereinafter defined), as the mortgagee of record, make a FHA-insured mortgage loan (the "Mortgage Loan") to LaSalle National Bank, Chicago, Illinois, not individually, but solely as trustee under a Trust Agreement dated as of July 13, 1983, known as Trust No. 106732 (the "Mortgagor") to enable the Mortgagor, on behalf of the Owner, to accomplish the acquisition, rehabilitation and equipping of the Project, all as set forth in the Financing Agreement and Indenture hereinafter referred to; and

WHEREAS, An application has been filed with the Federal Housing Administration ("FHA"), an organizational unit within the United States Department of Housing and Urban Development ("HUD") for insurance of the advances made by the Trustee under the Mortgage Loan pursuant to the provisions and the requirements of Section 221(d)(4) of the National Housing Act of 1934, as amended; and

WHEREAS, It is proposed that in furtherance of the purposes set forth above and in order to provide moneys to fund the Mortgage Loan, the City shall issue its Multi-Family Housing Revenue Bonds, Series 1983 (FHA Insured Mortgage Loan - Cobble Square Place Project) in an aggregate principal amount not to exceed \$14,000,000 (the "Bonds"); and

WHEREAS, Van Kampen Merritt Inc. (the "Underwriter") has submitted to the City a proposed form of Bond Purchase Agreement (hereinafter defined) relating to the Bonds; and

WHEREAS, The City has held a public hearing concerning the issuance of the Bonds following reasonable public notice of such hearing in accordance with the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended; and

WHEREAS, Copies of a Bond Purchase Agreement, a Financing Agreement, an Indenture and a Supplemental Regulatory Agreement (as respectively defined hereafter) have been presented to and are before this meeting; now, therefore,

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

SECTION 1. The following words and terms as used in this ordinance shall have the following meanings unless the context clearly indicates another or different meaning or intent:

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement to be entered into by the City, the Owner and the Underwriter, as approved by this Ordinance, relating to the purchase of the Bonds.

"Bonds" shall mean the Multi-Family Housing Revenue Bonds, Series 1983 (FHA Insured Mortgage Loan - Cobble Square Place Project) of the City in an aggregate principal amount not to exceed \$14,000,000 authorized to be issued pursuant to this Ordinance and Article II of the Indenture.

"City" shall mean the City of Chicago, Cook County, Illinois.

"Financing Agreement" shall mean the Financing Agreement relating to the Project, to be entered into by the Mortgagor, the Owner, the City and the Trustee, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Indenture" shall mean the Indenture relating to the Bonds, to be entered into by the City and the Trustee, as approved by this Ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Mortgage Loan" shall mean the FHA-insured mortgage loan relating to the Project to be funded from Bond proceeds.

"Mortgagor" shall mean LaSalle National Bank, Chicago, Illinois, not individually but solely as trustee under a Trust Agreement dated as of July 13, 1983 known as Trust No. 106732.

"Owner" shall mean Cobble Square Place Associates, an Illinois limited partnership.

"Project" is defined in the preambles to this Ordinance.

"Project Costs" shall mean and include the sum total of all reasonable or necessary costs incidental to the acquisition, rehabilitation, construction, renovation, remodeling and equipping of the Project, including, without limitation, the following: the cost of studies and surveys; plans and specifications; architectural and engineering services; underwriting fees; legal, accounting, marketing and other special services relating to the Project or incurred in connection with the issuance and sale of the Bonds; necessary commitment, application and other fees to federal, state and local governmental agencies for any requisite approvals for construction, for assisted financing or otherwise; equipment and site development of new and rehabilitated buildings; the relocation of utilities, public ways and parks; demolition, construction, rehabilitation, reconstruction, repair or remodeling of existing buildings, landscaping and site development and all other necessary and incidental expenses, including trustee, servicer and rating agency fees and initial debt service reserves, together with interest on the Bonds issued to finance the Project to a date not more than six months subsequent to the estimated date of completion; any premium for mortgage insurance or insurance with respect to the Bonds; and such other expenses as the City may deem appropriate to effectuate the purposes of this Ordinance.

"Supplemental Regulatory Agreement" shall mean the Supplemental Regulatory Agreement as to Tax Exemption relating to the Bonds and the Project, to be entered into by the Mortgagor, the Owner, the City, and the Trustee, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Trustee" shall mean American National Bank and Trust Company of Chicago, and its successors in trust.

"Underwriter" shall mean Van Kampen Merritt Inc., Chicago, Illinois.

SECTION 2. In order to promote the general welfare of the City and its inhabitants by increasing the City's ad valorem tax base and in furtherance of the other public purposes set forth above, the Project is authorized to be financed as described herein. A portion of the total estimated cost of the Project will be financed by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Mortgagor pursuant to the Financing Agreement and the Indenture. It is hereby found and declared that the financing of the Project and the use of the Project by the Mortgagor and the Owner is necessary to accomplish the public purposes described herein and in the preambles hereto, and, that in order to further secure the Bonds, the mortgaging of the Project by the Mortgagor to the Trustee, as the mortgagee of record, pursuant to a mortgage and the assignment by the City to the Trustee of certain of its rights and interests under the Mortgage Loan pursuant to the Indenture is necessary and proper.

SECTION 3. For the purpose of financing a portion of the Project Costs, the City does hereby authorize the issuance of Bonds to be designated "City of Chicago, Illinois, Multi-Family Housing Revenue Bonds, Series 1983 (FHA Insured Mortgage Loan - Cobble Square Place Property)" in the aggregate principal amount of not to exceed \$14,000,000. The Bonds shall mature not later than

July 1, 2008, shall bear interest payable semi-annually (or at such other time or times provided in the Indenture) at a rate of interest not to exceed twelve percent (12%) per annum, shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture and shall be sold to the Underwriter at a price of not less than 94% of the aggregate principal amount thereof (less any original issue discount which may be used in the marketing of the Bonds) plus accrued interest thereon from the date of the Bonds to the Closing Date (as defined in the Bond Purchase Agreement). The Mayor or the City Comptroller or acting City Comptroller are each hereby authorized and directed to determine, subject to the forgoing limitations, the aggregate principal amount of the Bonds, the interest payment dates, the date of the Bonds, the interest rate, the maturity date, and the purchase price of the Bonds and to make such changes, insertions and completions in the Bonds, the Bond Purchase Agreement, and other instruments and documents provided for herein as are necessary to reflect such determinations. In fixing the interest rate, the Mayor or the City Comptroller or acting City Comptroller, as the case may be, shall take into account the then prevailing interest rates for comparable securities. The Bonds shall not be issued unless a final commitment for insurance of the Mortgage Loan by FHA is in full force and effect.

SECTION 4. The Bonds together with interest thereon, shall be limited obligations of the City secured by the Mortgage Loan and payable solely from the revenues and receipts derived from the Mortgage Loan and the Indenture (except to the extent paid out of moneys attributable to the Bond proceeds, FHA insurance, Bond insurance, certain funds

established under the Indenture or the income from the temporary investment thereof), and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Mortgage Loan and the Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the United States of America, the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City, the State of Illinois or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in this Ordinance shall be construed to authorize the City to create a debt of the City, the State of Illinois or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of said Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 6. The Indenture is hereby approved in substantially the form presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the Comptroller or acting Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Indenture on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approval; and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Indenture the corporate seal of the City. The Trustee, on behalf of the City, is further authorized and directed to execute such instruments, agreements and documents as may be required by HUD or FHA in connection with the Mortgage Loan.

SECTION 7. The Bond Purchase Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or Comptroller or acting Comptroller of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes, insertions and completions therein with respect to the aggregate principal amount, interest payment dates, interest rates, maturity and the purchase price of the Bonds (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such person executing such document; such execution to constitute conclusive evidence of such approval, and the sale of the Bonds pursuant to the Bond Purchase Agreement is hereby authorized, approved and directed.

SECTION 8. The Financing Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller or acting Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Financing Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document; their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Financing Agreement the corporate seal of the City. The proper officials of the City are further authorized to take all action necessary to cause the Owner and the Mortgagor to comply with the requirements set forth in the Financing Agreement.

SECTION 9. The Supplemental Regulatory Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller or acting Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Supplemental Regulatory Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document; their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Supplemental Regulatory Agreement the corporate seal of the City. The proper officials of the City are further authorized to take all action necessary to cause the Owner and the Mortgagor to comply with the requirements set forth in the Supplemental Regulatory Agreement.

SECTION 10. The Mayor or the City Comptroller or acting City Comptroller is hereby authorized and directed to approve the use of a placement memorandum relating to the Bonds for and on behalf of the City pursuant to the Bond Purchase Agreement.

SECTION 11. The appointment of American National Bank and Trust Company of Chicago as Trustee under the Indenture is hereby authorized, approved and confirmed.

SECTION 12. The Mayor, City Comptroller or acting City Comptroller, City Clerk and Deputy City Clerk for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the Indenture, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Comptroller or acting City Comptroller, City Clerk and Deputy City Clerk be, and they hereby are, further authorized and directed for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Bond Purchase Agreement, the Financing Agreement, the Supplemental Regulatory Agreement or the Indenture or that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Bond Purchase Agreement, the Financing Agreement, the Supplemental Regulatory Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 13. The Mayor and the City Comptroller or acting City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller or acting City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, agreements, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller or acting City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller or acting City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, agreement, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller or acting City Comptroller is placed on an instrument, agreement, certificate or document at the direction of the City Comptroller or acting City Comptroller in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the City Comptroller or acting City Comptroller in person.

SECTION 14. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 15. To the extent that any statutes, or ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 16. This ordinance shall be in full force and effect upon its adoption and approval.

[Supplemental Regulatory Agreement, Bond Purchase Agreement,
Preliminary Placement Memorandum Indenture and Financing
Agreement omitted for printing purposes.]

**Extension of Negotiation Period for Redevelopment of Navy Pier
Authorized Between City and the Rouse Co.**

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

WHEREAS, The City Council of the City of Chicago passed an Ordinance on June 30, 1982, authorizing the Commissioner of the Department of Public Works to execute a Memorandum of Understanding on behalf of the City of Chicago with the Rouse Company of Illinois, Inc., concerning the development of a mixed use complex at the Navy Pier; and

WHEREAS, The Memorandum of Agreement subsequently executed provided for the City and Rouse to negotiate for a maximum of twelve months to conclude an agreement for the development and operation of the Navy Pier; and

WHEREAS, The twelve month period elapsed on June 30, 1983, without the parties having concluded an agreement; and

WHEREAS, The City and Rouse both desire to continue their negotiating efforts for an additional period ending on December 31, 1983, in accordance with the terms of the Memorandum as executed; now, therefore,

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

SECTION 1. The Commissioner of the Department of Public Works is authorized and directed to continue negotiations through December 31, 1983, with the Rouse Company of Illinois, Inc. to

develop a lease agreement between the City and Rouse for the development and operation of a mixed use complex at the Navy Pier in accordance with the terms and conditions contained in that certain Memorandum of Agreement dated July 1, 1982, by and between the City of Chicago and the Rouse Company of Illinois, Inc. The Commissioner of the Department of Public Works is further authorized to do all things necessary to prepare a development plan and lease and otherwise fulfill the City's responsibilities under the Memorandum of Agreement and the extension thereof authorized in this Ordinance; provided that the Commissioner of the Department of Public Works shall submit to the members of the City Council no later than sixty (60) days prior to any City Council action on a lease agreement with the Rouse Company, all studies and consultants reports undertaken by the City of Chicago in connection with the Navy Pier project and all proposed agreements and leases with the C.T.A. and with the Rouse Company.

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

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr--41.

Nays--None.

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

**Execution of Redevelopment Agreement and Related Documents
Authorized with Leaf Confectionery, Inc. for Facilities
Located at No. 1155 N. Cicero Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement and related documents with Leaf Confectionery, Inc., for facilities located at No. 1155 N. Cicero Avenue.

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed December 1, 1982, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Austin Community; and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-83-AA-17-0130 which provides for a loan of grant funds to Leaf Confectionery, Inc. for the purchase of capital equipment as part of an expansion of business program by Leaf Confectionery, Inc. which will create expanded employment in the Austin Community; now, therefore,

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

SECTION 1. The Commissioner of the Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$1,300,000.00 of Urban Development Action Grant funds to Leaf Confectionery, Inc. for the purpose of purchasing capital equipment to be installed and used at the facility located at 1155 North Cicero Avenue in the Austin Community of the City of Chicago; and which Redevelopment Agreement obligates Leaf Confectionery, Inc. to purchase the aforesaid capital equipment as part of the rehabilitation and expansion of the Cicero Avenue facility by expending approximately \$8,065,000.00 in private funds; and further obligates Leaf Confectionery, Inc. to use its best efforts to create 110 new, permanent job opportunities as represented in the original application for funds, to said Department of Economic Development.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form of Exhibit A attached hereto.

SECTION 3. This ordinance shall be effective by and from the date of its passage.

Redevelopment Agreement attached to this ordinance reads as follows:

Agreement, made in Chicago, Illinois this _____ day of 1983, between the City of Chicago, Illinois ("City") by and through its Department of Economic Development, having its offices at Room 2800, 20 N. Clark Street, Chicago, Illinois 60602 and Leaf Confectionery, Inc., a Delaware corporation with its principal offices located at 1155 North Cicero Avenue, Chicago, Illinois ("Leaf").

WITNESSETH:

Whereas, the Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development in the City; and

Whereas, it is the intention of Leaf to expand its existing industrial business by constructing a building addition and purchasing additional machinery and equipment at 1155 North Cicero Avenue, Chicago, Illinois which will allow Leaf to maintain current employment positions and create additional employment opportunities; and

Whereas, the Department of Economic Development has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to partially finance the construction of a building addition, plant improvements and the purchase of related machinery and equipment; and

Whereas, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant Number B-83-AA-17-0130 (the "UDAG Grant") which provides that \$1,300,000 may be lent to Leaf for the above purposes; and

Whereas, Leaf desires to borrow said amount from the City and the City is willing, subject to the terms and conditions herein, to lend said amount to Leaf.

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions

The following terms shall be defined for purposes of this Redevelopment Agreement as follows:

1.1 "Property" shall mean the land and building located at 1155 North Cicero Avenue, Chicago, Illinois.

1.2 "Lender" shall mean the American National Bank of Chicago, Illinois, or the internal funds of Leaf or any equivalent lenders;

1.3 "UDAG Equipment" shall mean those particular items of Equipment of Capital Equipment described in Exhibit A attached hereto;

1.4 "UDAG Grant Agreement" shall mean the Agreement Number B-83-AA-17-0130 and dated _____, 1983 between the Secretary of Housing and Urban Development and the City.

Section II. Consideration

In consideration of Leaf executing this Redevelopment Agreement and agreeing to be bound by its terms, City hereby agrees to loan funds received pursuant to the UDAG Grant in accordance with the terms set forth herein.

Section III. Loan Agreement

3.1 The City of Chicago shall loan to Leaf and Leaf shall borrow from the City, the sum of \$1,300,000 subject to the following terms and conditions (the "Loan").

(a) The term of the Loan shall be ten (10) years from the date of the first disbursement of funds to Leaf pursuant to the terms set forth herein.

(b) The principal sum will bear interest at the rate of zero (0) percent.

3.2 No disbursements of grant funds shall be made by the City until such time as:

(a) Leaf has certified to the City and the United States Department of Housing and Urban Development that it has sufficient funds on hand or immediately available to it to complete the "Redevelopment Plan" as described herein, and has identified the source of such funds.

(b) Leaf will furnish the City with a first lien interest in favor of the City in form acceptable to the City, upon all UDAG Equipment. Upon a default under the Loan, all unpaid principal shall be immediately due and payable.

(c) Leaf shall furnish the City with a Promissory Note which shall be in a form acceptable to counsel for the City and Leaf in the full amount of the Loan and an Illinois Form UCC-1 executed for filing to perfect a first lien position in favor of the City on all UDAG Equipment under Article IX of the Uniform Commercial Code.

3.3 Upon the completion of the foregoing, grant funds shall be drawn and disbursed on the following basis.

(a) Draw requests for loan proceeds shall be made on a monthly basis, certified and approved by the Vice President, Finance, Leaf Confectionery, Inc., and/or such other certifying official as may be approved by Leaf and the City.

(b) Disbursements shall be paid out of grant funds by the City according to the following schedule:

1. upon order of each portion of the UDAG Equipment, 10% of the cost of that portion shall be disbursed;
2. upon delivery to Leaf of each portion of the UDAG Equipment, an additional 40% of the cost of that portion shall be disbursed;
3. upon certification of Leaf that UDAG Equipment as identified has been placed in operation, the remaining 50% of the cost of that portion of UDAG Equipment shall be disbursed;

3.4 The entire balance of the outstanding principal of the Loan shall become immediately due and payable (i) the bankruptcy, dissolution or liquidation of Leaf; (ii) the sale, exchange, disposition or liquidation of Leaf, (iii) the sale, exchange, disposition, refinancing or foreclosure of the property, or (iiii) a default by Leaf of any of its undertakings as set forth in Section 4.1 herein.

3.5 The repayment of the Loan is hereby unconditionally guaranteed by Leaf.

3.6 Leaf agrees that it will use the proceeds of the Loan solely for the purchase of UDAG Equipment at a cost of approximately \$1,300,000.

Section IV. Redevelopment Plan

4.1 Subject to the continued existence of business factors that warrant the expansion of Leaf as reflected in the UDAG application Corporate Resolution, incorporated herein as Exhibit "E", Leaf shall undertake the following:

(a) Leaf shall construct an addition to the property located at 1155 North Cicero Avenue for expanded use as a manufacturing plant by expending approximately \$2,690,000, \$313,000 in equity funds and the balance in private loan funds.

(b) Leaf shall purchase and install capital Equipment by expending approximately \$6,550,000, \$1,300,000 in UDAG funds, \$962,000 in equity funds, and the balance in private loan funds.

(c) Leaf shall diligently pursue the redevelopment of the property in accordance with the Schedule set forth in Exhibit "D" to the UDAG Grant Agreement, as amended.

4.2 Upon completion of the redevelopment project, Leaf shall use its best efforts to add to its present staff 110 full time positions, of which 6 positions would be filled by low and moderate income persons, 10 would be filled by CETA eligible persons and 50 would be filled by minorities.

4.3 Leaf shall diligently proceed with the Redevelopment Plan. However, if Leaf determines, in its sole discretion, due to changing economic circumstances or internal business factors, that the purposes of the UDAG Grant and/or the Loan would best be served by an alternative allocation of resources, it will attempt to amend this Agreement and the UDAG Grant (subject to the materiality definition set forth in Section IX herein). The sole remedy available to the City, and any other party approving the terms hereof, in the event that Leaf does not complete the Redevelopment Plan or is deemed to be in breach of its obligations hereunder for the aforesaid reasons only, shall be the acceleration of that portion of the debt under the Loan equal to the portion of the Redevelopment Plan not undertaken by Leaf according to the UDAG Grant, as amended.

Section V. Evidence of Private Financing

In addition to the Loan fund of \$1,300,000, no later than fourteen (14) days after the execution

of this Redevelopment Agreement, Leaf shall furnish the City with evidence reasonably acceptable to the City that Lender has committed to lend to Leaf the principal sums of not less than \$6,790,000 for construction of an addition to, and the equipment of, the Property. Leaf shall also furnish to the City evidence reasonably satisfactory to the City that it has available to it, equity funds in an amount not less than \$1,275,000 to be used for the purchase of Capital Equipment and construction of the building addition. The total project cost will be approximately \$9,365,000.

Section VI. Maintaining Records and Right to Inspect:

All books, records, and other documents relating directly to the receipt and disbursement of the above described loan shall be subject to the right of access by a duly authorized representative of the Department of Economic Development of the Secretary of Housing and Urban Development, or of the Comptroller General of the United States for the purposes of inspection, copy, audit and examination. Such right shall extend until completion of all closeout procedures respecting these Loan funds, and until the final settlement and conclusion of all issues arising out of or under this Redevelopment Agreement.

Section VII. Access to Project

At any time during the forty-eight (48) month-period commencing on the date hereof, or until such time as a Certificate of Completion is issued pursuant to Section XII herein, any duly authorized representative of the Department of Economic Development or of the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Property.

Section VIII. No Assignment or Succession

No transfer of loan funds by the City to Leaf shall be, or be deemed to be, an assignment of UDAG Grant funds, and Leaf shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant, nor attain any rights, privileges, authorities, or interests in or under the UDAG Grant.

Section IX. Housing and Urban Development Approval

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary of Housing and Urban Development. An amendment shall be deemed "material" within the meaning of said provision, if it cancels or reduces any developmental, construction, job creating, or financial obligation of Leaf by more than ten (10%) percent, if it changes the situs or character of the Property, or if it increases any time for performance by more than ten (10%) percent, provided that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material".

Section X. Disclaimer of Relationship

Nothing contained in this Agreement or in the UDAG Grant Agreement, nor any act of the Secretary of Housing and Urban Development or of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary of Housing and Urban Development.

Section XI. Time of the Essence

Time is of the essence of this Agreement.

Section XII. Certificate of Completion

Promptly after completion by Leaf of each portion of the Redevelopment Plan described above, the City will furnish Leaf with appropriate instruments certifying such completion. Such certifications shall be conclusive determination of satisfaction, discharge and termination of the covenants

in this Agreement with respect to the obligations of Leaf and its successors and assigns to undertake the Redevelopment Plan in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Leaf, the City shall, within thirty (30) days thereafter, provide Leaf with a written statement indicating in adequate detail how Leaf has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Leaf to make or perform in order to obtain such certification.

Section XIII. Restrictions on Use

During the term of the Loan, Leaf shall devote the Property solely for purposes of conducting Leaf's business.

Section XIV. Mortgages

14.1 During the term of the Loan, Leaf may grant security interests in, or may otherwise encumber, the Property, so long as the grantee of any such grant consents to and acknowledges the rights of the City in the UDAG Equipment.

14.2 Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the above premises or any part thereof, but not including (a) any other party who thereafter obtains title to the premises from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the improvements set forth in Section IV hereby or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the premises to any use, or to construct any improvements thereon.

Section XV. Delay in Performance

15.1 Neither the City nor Leaf nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of improvements, in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of any such delay.

15.2 Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit such rights in any way, nor shall any waiver in fact made by the City with respect to any specific default by Leaf under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Leaf under this Section, or with respect to the particular default except to the extent specifically waived in writing.

Section XVI. Conflict of Interest: City's Representatives Not Individually Liable

No member, official, or employee of the City shall have any personal interest direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested, to Leaf or any successor in interest in the event of any default or breach by the City for any amount which may become due to Leaf or its successors or assigns on any obligation under the terms of this Agreement.

Section XVII. Equal Employment Opportunity:

Leaf and its successors and assigns, agree that during the term of the Loan:

(a) It will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Leaf will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates or pay, or other forms of compensation, and selection for training, including apprenticeship. Leaf agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Leaf will, in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, sex, or national origin.

(c) Leaf will include the provisions of Paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XVIII. Additional Provisions:

18.1 All notices, certificates or other communications shall be sufficiently given and shall be deemed to have been given on the second day following the day on which the same have been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to City: City of Chicago, Illinois
 City Hall
 121 North LaSalle Street
 Chicago, Illinois 60602

 Attention: Corporation Counsel

If to Leaf: Leaf Confectionery, Inc.
 1155 North Cicero Avenue
 Chicago, Illinois 60651

 Attention: Vice-President--Finance

 with a copy to:

 Katten, Muchin, Zavis, Pearl & Galler
 55 East Monroe Street
 Suite 4100
 Chicago, Illinois 60603

 Attention: Melvin E. Pearl, Esq.

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

18.2 If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

18.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the City of Chicago, and Leaf Confectionery, Inc. have caused this Agreement to be duly executed as of the date first above written.

[Signature forms omitted for printing purposes.]

[Exhibit A printed on page 727 of this Journal.]

**Execution of Redevelopment Agreement and Related Documents
Authorized with R.P. Weiner and Company for Project
Located at No. 900 W. 40th St.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement and related documents necessary for assisting R.P. Weiner and Company in developing a project at No. 900 W. 40th Street.

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Orr--41.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated March 15, 1983 has approved a redevelopment project for the use of R.P. Weiner and Company, which obligates the City of Chicago to assist R.P. Weiner and Company in the acquisition of a redevelopment project tract and which obligates R.P. Weiner and Company to prepare the redevelopment tract for use as a combined processing, distribution and office facility which is expected to result in the additional employment of approximately 10 persons within eighteen (18) months of closing; and

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago to assist R.P. Weiner and Company in the acquisition of a parcel of land consisting of approximately 154,282 square feet located at 900 West 40th Street in the City of Chicago, and legally described as follows:

That part of Lot 2 in Stock Yards Subdivision of the East 1/2 of Section 5, Township 28 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

(Continued on page 728)

EXHIBIT A

UDAG EQUIPMENT

CAPITAL BUDGET FORECASTMALT DEPARTMENTMAJOR PROJECTS:1983

Replace Stokes Vacuum Pumps	\$ 40
Purchase Two Spare Malt Mixers	50
Upgrade Chocolate Pan Lines 1-4	80
Air Conditioning/Upgraded Pan Lines	115
Install Sizing Transfer Tunnel	50
Raw Material Mixing & Grinding Room	75
Replace Department #79 Shrink Wrapper	25
Install Metal Detectors	110
Revise Malt Packaging Department	40
Upgrade One Continuous Tube	150
Toffee Ball Project	<u>90</u>
TOTAL SPENDING	\$ 825

GUM DEPARTMENTMajor Projects:

Improve Gum Packaging Operations	\$ 50
Two Additional German Gum Formers	70
Rebuild Hudson Sharp Wrappers	45
Install Metal Detectors	100
New Form & Fill Wrappers	<u>\$ 75</u>
TOTAL SPENDING	\$ 340

WAREHOUSE DEPARTMENTMAJOR PROJECTS:

Install Air Conditioning System	<u>\$ 135</u>
GRAND TOTAL	<u><u>\$1,300</u></u>

(Continued from page 726)

Beginning at the point of intersection of the West line of the East 775.35 feet with the South line of the North 937.03 feet of said East 1/2 of Section 5, and running thence East along said South line of the North 937.0 feet a distance of 325 feet to its intersection with the West line of the East 450.03 feet of said East 1/2 of Section 5; thence North along the aforesaid West line of the East 450.35 feet a distance of 475.43 feet to the point of intersection of said line with the Southerly line of the strip of land conveyed to the Chicago River and Indiana Railroad Company by deed recorded in the Recorder's Office, Cook County, Illinois, October 10, 1963 at Document 18,938,207; (said Southerly line being a straight line extending Eastwardly from a point which is 458.75 feet South from the North line and 2672.63 feet from the East line of said Section 5, to a point which is 462.62 feet South from the North line and 439.31 feet West from the East line of said Section 5); thence Westwardly along the Southerly line of the strip of land so conveyed, a distance of 325 feet to the point of intersection of said Southerly line with the aforesaid West line of the East 775.35 feet; and thence South along the West line of the East 775.35 feet aforesaid, a distance of 475 feet to the point of beginning, in Cook County, Illinois.

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and which will obligate R.P. Weiner and Company to renovate the building located on the redevelopment parcel for use as a combined processing, distribution and office facility, costing approximately \$50,000, exclusive of equipment and machinery. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the following form:

This Agreement, made on or as of the ____ day of ____, 1983, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, Illinois, having its offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("City"), and R.P. Weiner & Co., an Illinois corporation, having its offices located at 850 West Exchange Avenue, Chicago, Illinois 60609 ("Buyer").

WITNESSETH:

Whereas, the DED was established on February 10, 1982, by ordinance of the City Council of the City as the successor agency to the Economic Development Commission; and

Whereas, the DED has as its primary purpose the creation of additional employment opportunities in the City through the attraction and expansion of industrial development in the City; and

Whereas, the DED has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has by resolution dated March 15, 1983, approved a Cooperative Redevelopment Agreement with the Prudential Insurance Company of America ("Seller") for the development of a parcel of land consisting of approximately 154,282 square feet located at 900 West 40th Street in the City and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED is in receipt of a copy of a Contract of Sale dated January 14, 1983 by and between Seller, as Seller, and Buyer, as Purchaser ("Sale Agreement"), which grants to Buyer the right to purchase the Redevelopment Parcel from Seller; and

Whereas, it is the intention of the City to operate in the acquisition of the Redevelopment Parcel and sale to Buyer which will require an expenditure by the DED in an amount of approximately \$77,141.00 in acquisition costs (at a price of \$.50 per square foot to be adjusted by survey at closing); and

Whereas, the City and Seller have executed a Co-Operative Redevelopment Agreement on this date which obligates Seller to execute any and all documents necessary in order to convey to Buyer good and merchantable title to the Redevelopment Parcel described fully in Exhibit I for the sum of approximately \$922,859.00 to be paid by Buyer, plus a sum of approximately \$77,141.00 to be paid by the City through the DED (at a price of \$.50 per square foot to be adjusted by survey at closing); and

Whereas, the expenditure of the DED is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce, and the expenditures shall be made in accordance with the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes:

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

Section 1. Consideration.

The City hereby agrees, in consideration of Buyer's executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of approximately \$77,141.00 (at a price of \$.50 per square foot to be adjusted by survey at closing) to Seller to assist Buyer in the acquisition of the Redevelopment Parcel for the purpose of redevelopment in accordance with the Redevelopment Plan as hereinafter set forth.

Section 2. Redevelopment Plan.

Buyer shall renovate the building on the parcel for use as a combined processing, distribution and office facility of approximately 49,900 square feet costing approximately \$50,000.00, exclusive of equipment and machinery. Any plans and specifications for renovation or rehabilitation of the Redevelopment Parcel shall be in conformity with all applicable State and local laws and regulations. The Redevelopment Parcel shall be used in accordance with applicable zoning laws.

Section 3. Conveyance of Property.

a. Conveyance of the Redevelopment Parcel shall be accomplished through an escrow to be established by the parties hereto with Ticor Insurance and Trust Co. (Pioneer National Title Insurance Co.) ("Escrowee").

b. Buyer shall cause the Deed to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois.

c. The sale and conveyance shall in any event be closed no later than July 31, 1983.

Section 4. Evidence of Financing.

Buyer shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the Redevelopment Plan as provided in Section 2 hereof not later than 90 days after the execution of this Agreement.

Section 5. Time for Commencement and Completion of Improving.

The construction of the improvements as described in Section 2 hereof shall be commenced within six (6) months after the closing and shall be completed within thirty-six (36) months after the closing. Buyer agrees, subject to Section 11, hereof, for itself, its successor and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that it and its successors and assigns shall promptly begin and diligently complete the redevelopment through the preparation of the improvements thereon as described in Section 2 hereof, and that any construction and all preparation of the improvements shall commence and be completed within the period specified

in this Section. It is intended and agreed that these agreements and covenants shall be binding for the benefit of the community and the City and enforceable by the City against Buyer and its successors and assigns.

Section 6. Time of the Essence.

Time is of the essence of this Agreement.

Section 7. Certificate of Completion.

Promptly after completion of the construction of the improvements in accordance with this Agreement, the City will furnish Buyer with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Buyer and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the City shall refuse or fail to provide the certification, the City shall, within thirty (30) days after written request by Buyer, provide Buyer with a written statement indicating in adequate detail how Buyer has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Buyer to take or perform in order to obtain the certification subject to the provisions of Section 13.a. hereof.

Section 8. Restriction on Use.

Buyer agrees for itself and its successors and assigns, and every successor in interest to the Redevelopment Parcel, or any part thereof, that while it and its successors and assigns respectively shall have an interest in the Redevelopment Parcel, it shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or in the use or occupancy of the Redevelopment Parcel or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Redevelopment Parcel in accordance with administrative or legal proceedings applicable thereto.

Section 9. Prohibition Against Transfer of Property.

Buyer will not, prior to the completion of the improvements as set forth in Section 2., as certified by the City, make or create and make or suffer to be made any sale, assignment, conveyance or transfer in any other form of or with respect to this Agreement or the Redevelopment Parcel, or any part thereof or any interest therein, or contract or agree to do any of the same without the prior written approval of the City, except Buyer may mortgage said premises as provided in Section 10.

Section 10. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section 2., as certified by the City, neither Buyer nor any successor in interest to the Redevelopment Parcel shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Redevelopment Parcel, or suffer any encumbrance or lien to be made on or attached to the Redevelopment Parcel, except for the purposes only of obtaining (a) funds to the extent necessary for constructing and equipping the improvement as set forth in Section 2., (b) such additional funds, if any, in an amount not to exceed the purchase price by Buyer for the Property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges, etc.; in connection with the purchase of the Redevelopment Parcel and the construction and equipping of such improvements.

Section 11. Mortgages Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Redevelopment Parcel or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Redevelopment Parcel or such part from or through such holder; or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by three provisions of this Agreement to construct or complete the construction of the improvements set forth in Section 2 or to guarantee such construction or completion; nor shall any covenant or any other provision be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Redevelopment Parcel or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section 12. Enforced Delay in Performance.

Neither the City nor Buyer nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Redevelopment Parcel for redevelopment or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section 13. Remedies.

a. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor to such party, such party (or successor) shall upon written notice from the other proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

b. Prior to Conveyance. In the event that prior to the conveyance of the Redevelopment Parcel, Buyer assigns or attempts to assign this Agreement or any rights hereunder, or fails to pay the purchase price and take title to the Redevelopment Parcel upon tender of conveyance by Seller in conformance with the Sale Agreement and this Agreement, then this Agreement and rights of

Buyer in this Agreement, at the option of the City, may be terminated by the City. In the event that Seller does not tender conveyance or possession of the Redevelopment Parcel as provided in this Agreement and the Sale Agreement, then this Agreement, at the option of Buyer, shall be terminated.

c. Subsequent to Conveyances. In the event that Buyer shall be in default of or breach this Agreement subsequent to the conveyance under Section 3. and prior to the completion of improvements under Section 2., then the City upon written notice within thirty (30) days after discovery of such default or breach shall, unless Buyer shall commence due to cure or remedy the default or breach within sixty (60) days after receipt of such notice, have the right, in lieu of any other legal remedies, at its option, to recover from Buyer an amount equal to the monies paid by the City pursuant to Section 1. hereof as well as interest in the sum of ten (10) percent computed from the day of delivery of funds to Seller made under this Agreement to the day of the return of such funds by the Buyer to the City.

d. No Waiver of Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not so long as the breach by another party shall be continuing, operate as a waiver of such rights or to deprive

it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of the concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by Buyer under this Section be considered or treated as a waiver of the rights of the City with respect to the particular default except to the extent specifically waived in writing.

Section 14. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Buyer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Buyer or its successors or on any obligations under the terms of this Agreement.

Section 15. Provisions Not Merged With Deed.

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Redevelopment Parcel to Buyer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 16. Equal Employment Opportunity.

Buyer, for itself and its successors and assigns, agrees that during the construction of the improvements provided in Section 2. of this Agreement:

a. Buyer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Buyer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Buyer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. Buyer will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

c. Buyer will include the provisions of Paragraphs a. and b. in every contract, and will require the inclusion of those provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

d. Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section 17. Employment

Buyer will use its best efforts to employ approximately ten (10) additional employees at the project location within eighteen (18) months of closing.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by the DED and Buyer has signed and sealed the same on or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

EXHIBIT I

Legal Description:

That part of lot 2 in Stock Yards Subdivision of the East 1/2 of Section 5, Township 28 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the West line of the East 775.35 feet with the South line of the North 937.03 feet of said East 1/2 of Section 5, and running thence East along said South line of the North 937.0 feet a distance of 325 feet to its intersection with the West line of the East 450.03 feet of said East 1/2 of Section 5; thence North along the aforesaid West line of the East 450.35 feet a distance of 475.43 feet to the point of intersection of said line with the Southerly line of the strip of land conveyed to the Chicago River and Indiana Railroad Company by deed recorded in the Recorder's Office, Cook County, Illinois, October 10, 1963 at Document 18;938;207; (said Southerly line being a straight line extending Eastwardly from a point which is 458.75 feet South from the North line and 2672.63 feet West from the East line of said Section 5, to a point which is 462.62 feet South from the North line and 439.31 feet West from the East line of said Section 5); thence Westwardly along the Southerly line of the strip of land so conveyed, a distance of 325 feet to the point of intersection of said Southerly line with the aforesaid West line of the East 775.35 feet; and thence South along the West line of the East 775.35 feet aforesaid, a distance of 475 feet to the point of beginning, in Cook County, Illinois.

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SECTION 2. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality a Cooperative Redevelopment Agreement which will obligate the City of Chicago to execute with R.P. Weiner and Company a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate R.P. Weiner and Company to renovate the building on the parcel for use as a combined processing, distribution and office facility, and which will obligate the City of Chicago to execute the necessary documents with The Prudential Insurance Company of America in order to cause it to convey to R.P. Weiner and Company good and merchantable title to the Redevelopment parcel said Co-operative Redevelopment Agreement being in substantially the following form:

This Agreement, made on or as of the _____ day of _____, 1983, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, Illinois, having its offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("City"), and the Prudential Insurance Company of America, a New Jersey corporation, having its offices at c/o Real Estate Investment Department, Midwest Division Office, Suite 3800, Prudential Plaza, 130 East Randolph Drive, Chicago, Illinois 60601 ("Seller").

WITNESSETH:

Whereas, the DED was established on February 10, 1982, by Ordinance of the City Council of the City; and

Whereas, the DED has as its primary purpose the creation of additional employment opportunities in the City through the attraction or expansion of industrial development in the City; and

Whereas, the DED has received a Federal grant from the United States Department of Commerce in the amount of \$7,700,000.00 for the funding of the Chicago Plan for Economic Development; and

Whereas, the DED, pursuant to the Chicago Plan for Economic Development, has by resolution dated March 15, 1983, approved a Redevelopment Project Agreement with R.P. Weiner and Company ("Buyer") for the redevelopment of a parcel of land consisting of approximately 154,282 square feet located at 900 West 40th Street in the City and legally described in Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED has received a copy of the Contract of Sale ("Sale Agreement") dated January 14, 1983, by and between Seller, as Seller, and Buyer, as Purchaser, which grants Buyer the right to purchase the Redevelopment parcel from Seller; and

Whereas, it is the intention of the DED to cooperate in the acquisition of the Redevelopment Parcel by and sale to Buyer which will require an expenditure by the DED in an amount of approximately \$77,141.00 in acquisition cost (at a price of \$.50 per square foot, to be adjusted by survey at closing); and

Whereas, it is the intention of Buyer to purchase the Redevelopment Parcel from Seller for the approximate sum, net of the expenditure by the DED, of \$922,859.00; and

Whereas, the expenditure required by the DED is in accordance with the Chicago Plan for Economic Development as approved by the United States Department of Commerce, and all expenditures shall be pursuant to the terms of the grant from the United States Department of Commerce from funds obtained pursuant thereto or from other funds available for such purposes.

Now, Therefore, it is hereby agreed by and between the parties hereto, for and in consideration of the following mutual covenants and promises:

1. Seller agrees to perform the following:

a. Use its reasonable efforts to have Buyer execute with the City, a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Buyer to renovate the building located on the parcel for use as a processing, distribution and office facility of approximately 49,900 square feet at a cost of approximately \$50,000.00, exclusive of equipment and machinery, which, it is anticipated by Buyer, will result in the employment within the ensuing eighteen (18) months of approximately ten (10) additional persons.

b. Execute the necessary documents in order to convey to Buyer in accordance with the Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Sale Agreement to the Redevelopment Parcel located at 900 West 40th Street, in the City, as fully described in Exhibit I hereto attached, comprising approximately 154,282 square feet for a sum of approximately \$77,141.00 (at a price of \$.50 per square foot, to be adjusted by survey at closing) to be paid by the City, through the DED, plus the sum of approximately \$922,859.00 to be paid by Buyer, all of which is to be paid into escrow at closing for the benefit of Seller; provided however, that neither the City nor Buyer shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and Seller has been paid the total price of approximately \$1,000,000.00.

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and cause them to be deposited in an escrow to be duly established by the parties with Ticor Insurance and Trust Company (Pioneer National Title Insurance Company) ("Escrowee") for the purpose of accomplishing the conveyances as herein provided.

2. The City, by and through the DED, agrees to perform the following:

a. Execute with Buyer a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Buyer to renovate the building located on the parcel as a combined processing, distribution, and office facility of approximately 49,900 square feet at a cost of approximately \$50,000.00, exclusive of equipment and machinery, which, it is anticipated by Buyer, will result in the employment within eighteen (18) months of closing of approximately ten (10) additional persons.

b. Execute the necessary documents with Seller in order to cause it to convey to Buyer in accordance with the Sale Agreement, this Agreement and the Redevelopment Agreement, good and merchantable title as set forth in the Sale Agreement to the Redevelopment Parcel located at 900 West 40th Street, in the City, as fully described in Exhibit I hereto attached, comprising approximately 154,282 square feet for the sum of approximately \$922,859.00; plus a sum of approximately \$77,141.00 (at a price of \$.50 per square foot, to be adjusted by survey at closing), to be paid by the City, through the DED, all of which is to be into escrow at closing for the benefit of Seller; provided, however, that neither the City nor Buyer shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed, and Seller has been paid the total price of approximately \$1,000,000.00.

c. Execute any and all documents necessary and proper to accomplish the purposes set forth herein and to cause them to be deposited in an escrow to be duly established by the parties with Escrowee for the purpose of accomplishing the conveyance as herein provided.

3: This Agreement shall not be recorded by either party.

4. The aforesaid agreements between the City and Seller are made upon the following express conditions, and in the event any of the contingencies contained in this section are not satisfied as of the closing date, this Agreement shall become, at the option of either party upon written notice, null and void:

a. A Redevelopment Agreement shall have been executed by and between the City and Buyer in such form as they may agree, which will obligate Buyer to renovate the building on parcel for use as a combined processing, distribution and office facility of approximately 49,900 square feet, costing approximately \$50,000.00, exclusive of equipment and machinery, which is anticipated by Buyer to result in the additional employment of approximately ten (10) additional persons within eighteen (18) months of closing.

5. It is hereby agreed between the parties that upon due performance by Seller of its obligations set forth in Paragraph 1. above, Seller shall have no further obligation to the City with respect to the transaction contemplated by this Agreement.

In Witness Whereof, the City of Chicago by and through the Department of Economic Development of the City of Chicago, has caused this Agreement to be duly executed, and Seller has signed and sealed the same on or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

EXHIBIT I

Legal Description

That part of lot 2 in Stock Yards Subdivision of the East 1/2 of Section 5, Township 28 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the West line of the East 775.35 feet with the South line of the North 937.03 feet of said East 1/2 of Section 5, and running thence East along said South line of the North 937.0 feet a distance of 325 feet to its intersection with the West line of the East 450.03 feet of said East 1/2 of Section 5; thence North along the aforesaid West line of the East 450.35 feet a distance of 475.43 feet to the point of intersection of said

line with the Southerly line of the strip of land conveyed to the Chicago River and Indiana Railroad Company by deed recorded in the Recorder's Office, Cook County, Illinois, October 10, 1963 at Document 18,938,207; (said Southerly line being a straight line extending Eastwardly from a point which is 458.75 feet South from the North line and 2672.63 feet West from the East line of said Section 5, to a point which is 462.62 feet South from the North line and 439.31 feet West from the East line of said Section 5); thence Westwardly along the Southerly line of the strip of land so conveyed, a distance of 325 feet to the point of intersection of said Southerly line with the aforesaid West line of the East 775.35 feet; and thence South along the West line of the East 775.35 feet aforesaid, a distance of 475 feet to the point of beginning, in Cook County, Illinois.

Permanent Tax Number:

20-04-200-038

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SECTION 3: This ordinance shall be effective upon passage thereof.

**Ordinance Amended Decreasing Allocation of M.F.T. Funds
for Project Entitled 1979 50/50 Sidewalk Program and
to Close Out Project.**

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

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

SECTION 1. That the projects listed below in Columns 1 and 2 having an ordinance passed by the City Council on the Date and page indicated in Column 3, appropriating the amounts of Motor Fuel Tax Funds indicated in Column 4, be amended to the amounts set forth in Column 6.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 5 to the City's unobligated Motor Fuel Tax Funds.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

[Project List printed on page 737 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Orr--41.

Nays--None.

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

**Authority Granted for Laying Water Mains
at Sundry Locations.**

The Committee on Finance submitted six proposed orders (under separate committee reports)

(Continued on page 738)

July 27, 1983

REPORTS OF COMMITTEES

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MFT PROJECT NUMBER	LOCATION	DATE & PAGE OF COUNCIL ORDER	AMOUNT OF COUNCIL ORDER	AMOUNT TO BE TRANSFERRED TO UNOBLIGATED MFT FUND	AMOUNT OF AMENDED COUNCIL ORDER
767 - 773	50/50 Sidewalk Repairs 1979	5-23-79 193	\$1,500,000.00	\$9,820.08	\$1,490,179.92

July 8, 1983

(Continued from page 736)

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 Burke *each* of the said proposed orders was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr--41.

Nays--None.

Alderman Stemberk 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 to install water mains in the following streets:

W. George Street from N. Central Park Avenue to N. Lawndale Avenue: --Installation of 659 feet of 8-inch ductile iron water pipe,

at the total estimated cost of \$93,807.31, chargeable to Account No. 200-8285-(7930).557 -- Betterment.

The above work is to be done under Order No. 37388.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

E. 71st Place, from S. Stony Island Avenue to S. Blackstone Avenue; E. 72nd Street from S. Stony Island Avenue to S. Blackstone Avenue; E. 72nd Place from S. Dorchester Avenue to S. Blackstone Avenue,

at the total estimated cost of \$242,689.27, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37385.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

S. Paulina Street from W. Marquette Road to W. 69th Street, W. 68th Street from S. Paulina Street to S. Hermitage Avenue - 8-inch ductile iron water pipe,

at the total estimated cost of \$237,957.61, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37383.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

S. Langley Avenue from E. 71st Street to 214 feet S.S.L. of E. 71st Street -223 feet of 8-inch of ductile iron water pipe,

at the total estimated cost of \$48,339.66, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37384.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

W. Cortez Street from N. Oakley Boulevard to N. Levitt Street -682 feet of 8-inch ductile iron water pipe;

at the total estimated cost of \$95,230.29, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37396.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in the following streets:

S. Keeler Avenue from W. 13th Street to W. 16th Street -1690 feet of 8-inch ductile iron water pipe.

at the total estimated cost of \$236,444.58, chargeable to Account No. 200-8285-(7930).557 - Betterment.

The above work is to be done under Order No. 37389.

City Comptroller Authorized and Directed to Issue Free Permit to Holy Cross Hospital.

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 Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Holy Cross Hospital for renovations to existing building on the premises known as No. 2701 W. 68th Street.

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

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

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Orr--41.

Nays--None.

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

**City Comptroller Authorized and Directed to Cancel Warrant
for Collection to Saint Joseph Home for the Aged.**

The Committee on Finance to which had been referred on July 13, 1983 a proposed order for cancellation of warrant for collection transmitted therewith:

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrant for collection No. P1-324900 in the amount of \$80.00 for boiler/fuel burning equipment and unfired pressure vessel inspection fees, charged to Saint Joseph Home for the Aged, No. 2650 N. Ridgeway Avenue.

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr--41.

Nays--None.

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

**Resolution Authorizing Hearing for the Advisability of Refunding,
Refinancing or Restructuring Outstanding City General
Obligation Bonds and Notes.**

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

WHEREAS, The City of Chicago has approximately \$493.4 Million in General Obligation Bonds and Notes which are currently outstanding; and

WHEREAS, The rate of interest payable on certain of those bonds and notes is greater than the currently prevailing interest rate on similar such bonds and notes; and

WHEREAS, A significant tax savings may be achieved by refunding or restructuring those General Obligation Bonds and Notes; and

WHEREAS, The City of Chicago also has Revenue Bonds currently outstanding which, if refunded or restructured might also produce significant savings; now, therefore,

Be It Resolved by the City Council of the City of Chicago: That the Committee on Finance shall conduct a hearing on the advisability of such refunding, refinancing or restructuring and, that all parties interested in advising the Committee on such action submit proposals to the Chairman of the Committee on Finance by call of the Chair.

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr--41.

Nays--None.

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

**Authority Granted for Payments of 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 Burke the said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kallam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Orr--41.

Nays--None.

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

[Regular Orders printed on pages 743 through 746
of this Journal.]

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

[Third Party Orders printed on page
747 of this Journal.]

**Action Deferred--ON PROPOSED ORDINANCE CONCERNING THE
EXECUTION OF A REDEVELOPMENT AGREEMENT WITH ORLY'S
STRIKES AGAIN, INC.**

The Committee on Finance submitted the following report, which was on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a proposed ordinance concerning the execution of a Redevelopment Agreement with Orly's Strikes Again, Inc. to partially finance the construction of a restaurant facility at 600 South Dearborn Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Whereas, The City Council of the City of Chicago, by ordinance passed October 6, 1982, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the South Loop; and

Whereas, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-83-AA-17-0125 which provides for a loan of grant funds to Orly's Strikes Again, Inc. in the amount of \$150,000 to partially finance the development of a restaurant at 600 South Dearborn Street, which will create expanded employment in the South Loop; now, therefore,

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

Section 1. The Commissioner of the Department of Planning is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$150,000 of Urban Development Action Grant funds to Orly's Strikes Again, Inc. to partially finance the construction of a restaurant facility at 600 South Dearborn Street in the South Loop area of the City of Chicago; and which obligates Orly's Strikes Again, Inc. to expend approximately \$100,000 in private funds; and further obligates Orly's Strikes Again, Inc. to use its best efforts to create 42 new, permanent job opportunities as represented in the original application for funds.

The Commissioner of the Department of Planning is further authorized to enter into and execute any and all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement said Redevelopment Agreement being in substantially the following form:

(Continued on page 748)

July 27, 1983

REPORTS OF COMMITTEES

743

REPORT DATE: 7/26/83
PROGRAM--PF070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/83

REGULAR ORDERS

PAGE 2
TERMINAL-- W1
OPERATOR--HAR

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
ANTOL	CHARLES	POLICE OFFICER	FIFTEENTH DISTRICT	4/13/83	219.00
BALL	JOHN E	POLICE OFFICER	SEVENTH DISTRICT	3/22/83	94.00
BYRNE	MICHAEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/12/83	94.00
CARLSON	WAYNE G	POLICE OFFICER	FOURTH DISTRICT	4/14/83	65.00
CONNOLLY	MICHAEL	LIEUTENANT	FOURTH DISTRICT	11/19/81	35.00
CZUBAK	DAVID J	POLICE OFFICER	ELCVENTH DISTRICT	12/14/82	62.50
DAUSINAS	EDWARD U	POLICE OFFICER	TWELFTH DISTRICT	4/18/83	56.00
DOLAN	EDWARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/25/82	170.00
DOWLING	JOHN P	POLICE OFFICER	ELEVENTH DISTRICT	12/24/82	44.00
DWYAK	WALTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/13/83	231.50
ELANDER	EUGENE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/24/83	91.50
FARLEY	JAMES	POLICE OFFICER	FIRST DISTRICT	4/25/83	144.00
FIESTER	BARBARA	POLICE OFFICER	RECRUIT TRAINING	4/10/83	50.00
FURTE	ROGER G	POLICE OFFICER	SEVENTEENTH DISTRICT	4/07/83	115.00
GAAL	LOUIS	POLICE OFFICER	SIXTH DISTRICT	4/13/83	73.50
GAMAGAN	KATHLEEN L	POLICE OFFICER	RECRUIT TRAINING	4/13/83	152.00
GILLESPIE	JOSEPH T	POLICE OFFICER	FIRST DISTRICT	4/19/83	100.00
GOLLEN	JOHN K	POLICE OFFICER	SECOND DISTRICT	4/30/83	73.00
GONZALES	JAMES	POLICE OFFICER	TWELFTH DISTRICT	4/26/83	36.00
GRICKI	MICHAEL J	POLICE OFFICER	NINETEENTH DISTRICT	4/28/83	142.00
HANLEY	JAMES P	POLICE OFFICER	FOURTH DISTRICT	1/25/82	4508.00
HARUER	EDWIN F	POLICE OFFICER	SIXTEENTH DISTRICT	4/13/83	159.00
HARUER	FREDRICK S	POLICE OFFICER	SEVENTEENTH DISTRICT	4/10/83	617.00
HARRISON	CARMEN	POLICE OFFICER	RECRUIT TRAINING	4/14/83	246.00
HAWKINS	CASEY	POLICE OFFICER	TWELFTH DISTRICT	2/17/83	377.50
HENDERSON	ASHLEY M	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/02/83	65.00
HICKEY	PATRICK	POLICE OFFICER	TWENTIETH DISTRICT	4/10/83	41.50
HURNE	ROSS K	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	3/12/83	425.00
HUMPHREY	JAMES	POLICE OFFICER	FIFTH DISTRICT	4/26/83	85.00
HUZAR	TARAS	POLICE OFFICER	RECRUIT TRAINING	3/24/83	162.00
JAGLOWSKI	ALLEN	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	4/09/83	94.00
JOHNSON	CHARLES R	POLICE OFFICER	SIXTH DISTRICT	4/04/83	305.65
JOHNSON	RICHARD A	POLICE OFFICER	NINETEENTH DISTRICT	4/15/83	118.75
JONES	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/03/83	80.70
KATC	JOHN L	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	4/09/83	94.50
KELLY	PATRICK	POLICE OFFICER	RECRUIT TRAINING	3/15/83	152.00
KELLY III	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	4/30/83	381.25
KUPP	EDWARD C	POLICE OFFICER	TWENTIETH DISTRICT	4/12/83	71.00
KWIATKOWSKI	JOSEPH	POLICE OFFICER	NINTH DISTRICT	4/22/83	131.70
LARSON	JAMES	POLICE OFFICER	SIXTH DISTRICT	4/25/83	707.00
LEWIS	LYLE R	POLICE OFFICER	SECOND DISTRICT	4/20/83	190.00
LIVLGOOD	GERALD P	POLICE OFFICER	SEVENTEENTH DISTRICT	4/22/83	56.00
LOWELL	VIRGIL	POLICE OFFICER	CRIME LABORATORY DIVISION	3/21/81	981.00
LUEMAN	RICHARD	POLICE OFFICER	EIGHTH DISTRICT	4/10/83	35.00
MCCLAIR	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	3/26/83	193.00
MCKENZIE	CHARLES	POLICE OFFICER	FIRST DISTRICT	4/09/83	149.00
MCMANAMON	PETER	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	4/04/83	169.50
MENICHOLAS	JACK J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/26/83	98.85
NICK	EUGENE R	POLICE OFFICER	FOURTEENTH DISTRICT	9/21/80	28.25

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/83

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PETERSON	ROBERT J	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/04/83 87.43
POLACEK	WILLIAM M	POLICE OFFICER	FIRST DISTRICT	4/27/83 345.00
POLAND	TIMOTHY P	POLICE OFFICER	FIFTH DISTRICT	4/02/83 159.60
PRAWIEC	ROBERT J	POLICE OFFICER	GANG CHIEFS ENFORCEMENT DIVISION	4/27/83 50.00
PRZYBYLOWSKI	LAWRENCE	POLICE OFFICER	FOURTEENTH DISTRICT	4/07/83 122.00
PUMPHREY	TRAVIS	POLICE OFFICER	ELEVENTH DISTRICT	9/25/82 86.50
RIDER	JAMES A	POLICE OFFICER	SECOND DISTRICT	4/27/83 163.00
RILEY	JAMES	POLICE OFFICER	VICE CONTROL SECTION	4/05/83 54.00
SANTILLANO	ANTHONY	POLICE OFFICER	THIRTEENTH DISTRICT	4/25/83 61.00
SERPE	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	4/17/83 149.50
SEUFFER	WILLIAM M	POLICE OFFICER	FOURTEENTH DISTRICT	4/11/83 166.25
SHACKELFORD	MILTON	POLICE OFFICER	FIFTH DISTRICT	12/28/81 100.00
SOUTH	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/02/76 1250.00
TURES	EDWARD R	POLICE OFFICER	FOURTH DISTRICT	4/04/83 111.45
URDANIAK	ANTHONY	POLICE OFFICER	TWELFTH DISTRICT	4/14/83 130.00
VALENTI	JOHN J	POLICE OFFICER	FIFTEENTH DISTRICT	4/13/83 218.00
WAGNER	RICHARD	POLICE OFFICER	TWELFTH DISTRICT	1/30/83 454.00
WERCHEIK	PETER P	POLICE OFFICER	SIXTEENTH DISTRICT	11/28/82 1749.00
WHEAT	FRED	POLICE OFFICER	THIRD DISTRICT	3/25/81 20.00
ANTONUCCI	RAYMOND	FIREFIGHTER	ENGINE COMPANY 43	4/28/83 130.00
BARBER	GREGORY	FIREFIGHTER	TRUCK 4	4/02/83 170.00
BELKE	ANTHONY	FIREFIGHTER	TRUCK 13	5/24/83 55.00
BOYO	BISHOP	FIREFIGHTER	TRUCK 27	5/27/83 100.00
BROOKS	JOHN	FIREFIGHTER	ENGINE COMPANY 107	1/29/83 346.00
BROUGHTON	STEPHEN	FIREFIGHTER	TRUCK 42	5/06/83 142.20
BURNS	CHARLES	LIEUTENANT	SQUAD 1	4/21/83 129.50
CAMILL	MICHAEL	LIEUTENANT	TRUCK 4	4/09/83 69.00
COOY	JAMES	FIREFIGHTER	ENGINE COMPANY 92	4/11/83 93.65
CUNNORS	PATRICK	FIREFIGHTER	TRUCK 19	4/30/83 114.00
CUNNIN	TIMOTHY	FIREFIGHTER	TRUCK 47	5/19/83 294.97
CZEKWIENKA	JOSEPH	FIREFIGHTER	ENGINE COMPANY 67	5/10/82 50.00
DALTON	THOMAS	FIREFIGHTER	SQUAD 6	9/11/79 50.00
DELANA	TIMOTHY F	PARAMEDIC	DISTRICT RELIEF 3	3/22/83 55.00
DEKANSBURG	OALE	FIREFIGHTER	ENGINE COMPANY 162	4/14/83 2004.50
DODOVICH	STEPHEN	FIREFIGHTER	TRUCK 10	4/28/83 193.00
DUNN	IDELL	PARAMEDIC	AMBULANCE 46	3/10/83 207.75
FIORITO	JOSEPH	FIREFIGHTER	ENGINE COMPANY 57	2/27/83 55.00
FORMAN	MARTIN	PARAMEDIC	AMBULANCE 15	7/10/83 249.00
FURSELL	DOUGLAS	PARAMEDIC	AMBULANCE 4	3/11/83 122.00
GALLAPO	MICHAEL	FIREFIGHTER	ENGINE COMPANY 61	12/04/81 189.00
GRI-DEK	RONALD	FIREFIGHTER	ENGINE COMPANY 28	12/10/82 9501.90
GRAND	KEVIN	PARAMEDIC	AMBULANCE 32	6/25/80 7393.87
GRAVES	KEVIN	FIREFIGHTER	CANDIDATE TRAINING	3/01/83 814.40
GALLN	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 1/42	5/04/83 167.15
GRUDER	JOHN J	FIREFIGHTER	ENGINE COMPANY 55	5/06/83 123.00
HAIN	ROGER	FIREFIGHTER	ENGINE COMPANY 56	4/25/83 278.00
HATFIELD	GARY	FIREFIGHTER	TRUCK 19	3/30/83 63.00
HATTER	CHARLIE	FIREFIGHTER	REPAIR SHOP	4/26/83 134.65
HOWARD	RAYMOND	FIREFIGHTER	ENGINE COMPANY 10	6/11/82 172.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/83

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INURED	VOUCHER TOTAL
HUGHES JOHN	CAPTAIN	TRUCK 40	4/30/83	204.45
JACKSON RICHARD	FIREFIGHTER	ENGINE COMPANY 102	10/13/82	100.00
JACOBSEN FRANK	PARAMEDIC	AMBULANCE 33	3/22/80	75.00
JAKUBEC JOHN	PARAMEDIC	AMBULANCE 8	10/27/81	147.00
JONES SYLVESTER	FIREFIGHTER	TRUCK 17	4/24/83	177.75
KASPER MELVIN J	FIREFIGHTER	ENGINE COMPANY 108	5/24/82	35.00
KUSMELLA STEVEN	PARAMEDIC	AMBULANCE 41	9/22/82	139.00
KOWAL JOHN	FIREFIGHTER	ENGINE COMPANY 46	4/05/83	227.00
LARSEN EARL	CAPTAIN	ENGINE COMPANY 44	6/01/81	112.00
LEAHON WALTER	ENGINEER	ENGINE COMPANY 100	7/22/81	50.00
LEONARD JOHN	FIREFIGHTER	TRUCK 20	5/10/83	148.05
LYNCH GEORGE	LIEUTENANT	ENGINE COMPANY 55	5/02/81	136.00
MAGGIONCALDA LAWRENCE	FIREFIGHTER	TRUCK 7	5/01/83	164.50
MAGNUS RAYMOND	FIREFIGHTER	TRUCK 35	7/18/83	163.50
MALLC ROBERT	FIREFIGHTER	TRUCK 50	4/28/83	70.00
MAYFIELD MICHAEL	PARAMEDIC	AMBULANCE 15	1/24/82	78.00
MCCARTHY RAYMOND	PARAMEDIC	AMBULANCE 16	3/13/83	104.00
MCGINNIS JACK	FIREFIGHTER	TRUCK 18	9/23/82	1560.00
MCKEE JOHN	LIEUTENANT	SNORKEL SQUAD 1	9/13/80	12.00
MCKILLOP JOHN	PARAMEDIC	AMBULANCE 13	4/25/82	2589.00
MCSHANE TERRENCE	FIREFIGHTER	AIR AND SEA RESCUE	6/13/83	159.00
MOTISI PAUL	PARAMEDIC	AMBULANCE 20	11/17/82	82.00
MURPHY MICHAEL	FIREFIGHTER	ENGINE COMPANY 67	12/25/77	35.00
MURPHY GEORGE	LIEUTENANT	TRUCK 13	5/07/83	158.00
MURPHY EMRETT	FIREFIGHTER	TRUCK 38	4/17/83	116.00
MURPHY THOMAS	FIREFIGHTER	ENGINE COMPANY 49	4/06/83	108.00
MURPHY THOMAS	FIREFIGHTER	TRUCK 34	2/25/83	192.75
PARKER BRUCE	PARAMEDIC	AMBULANCE 19	4/08/83	81.00
PAVLIC JOSEPH	PARAMEDIC	AMBULANCE 8	2/21/83	83.30
PETERSON SUSAN	PARAMEDIC	AMBULANCE 4	5/29/83	107.75
STERLING RICHARD	LIEUTENANT	SQUAD 5	11/28/82	9018.30

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CITY OF CHICAGO
POLICE AND FIRE EXPENDITURE REPORT

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BUDGET YEAR 1983

***** POLICE DEPARTMENT *****					***** FIRE DEPARTMENT *****					*****		*****		*****		*****		
MEETING	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS	NO OF CLAIMS	TOT AMT OF VCHERS
TYP A	TYP B	TYP A	TYP B	TYP A	TYP B	TYP A	TYP B	TYP A	TYP B	TYP A	TYP B	TYP A	TYP B	TYP A	TYP B	TYP A	TYP B	
1/07/83	33	28	1767.80	9806.15				0.00	0.00	3767.80	2206.35	11574.15	13574.15	2847360.39				
1/17/83	77	16	25730.51	2365.90	1			129.00	0.00	25859.51	2365.90	28225.41	41799.56	2819135.79				
1/29/83	199	48	48105.05	15481.93	72	4	57640.04	839.40	105745.09	16721.33	122366.42	163864.95	2697069.56					
3/07/83	246	79	113039.79	46581.17	87	2	22515.48	1707.40	142525.25	62219.57	195113.83	341671.91	3512255.73					
3/25/83	24	12	21516.25	9500.55	18	2	3180.67	242.00	24676.92	9827.65	24610.57	303194.31	2477736.16					
3/31/83	92	41	41518.00	17741.20	4		309.50	0.00	41827.10	17741.20	52675.50	442773.83	2413169.66					
4/13/83	67	65	29493.74	17637.95	55	4	45327.99	667.90	74821.73	15305.35	33127.58	535901.46	2325033.09					
4/28/83	162	54	55561.10	39744.23	13	4	3343.00	1406.50	58906.30	41150.73	100055.03	635956.47	2224979.05					
5/25/83	234	162	92055.31	132067.56	1	1	90.65	2955.50	92145.26	134919.06	227054.02	863070.51	1997914.03					
7/06/83	40	12	4687.67	25225.53			0.00	0.00	4687.67	25225.53	22913.20	972933.71	1969000.83					
7/13/83	31	16	6219.99	4259.51	104	10	29825.50	8759.62	36245.49	13219.13	49254.52	942198.33	1918736.21					
7/27/83	68	35	19825.84	16625.30	61	2	39900.69	3235.00	59726.57	19960.30	79586.87	1021785.20	1839149.34					
12/31/83		1	0.00	215.00			0.00	0.00	0.00	215.00	215.00	1022000.20	1838934.34					

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/27/83

THIRD PARTY ORDERS

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***** EMPLOYEE NAME *****	***** NAME *****	***** UNIT OF ASSIGNMENT *****	DATE INVOICED	VOUCHER TOTAL
ATKINSON	ELMER	POLICE OFFICER	SIXTH DISTRICT	6/30/81 5274.55
BARTON	JOHN W.	POLICE OFFICER	ELEVENTH DISTRICT	4/30/83 95.00
BENDIXON	RICHARD	POLICE OFFICER	ELEVENTH DISTRICT	3/13/82 155.00
BERETA	JOSEPH	POLICE OFFICER	SEVENTH DISTRICT	4/05/83 206.00
BULIN	CRAIG	POLICE OFFICER	FOURTH DISTRICT	4/11/83 258.61
BONGIORNO	JOSEPH S	POLICE OFFICER	YOUTH DIVISION AREA SIX	4/29/83 53.00
BRAXTON	EDWARD	POLICE OFFICER	RECRUIT TRAINING	4/14/83 90.50
BROWN	DAVID	POLICE OFFICER	FIFTH DISTRICT	1/30/83 242.00
BROWN	THOMAS	POLICE OFFICER	FOURTH DISTRICT	4/11/83 1465.53
BURNS	WILLIAM G	POLICE OFFICER	ENFORCEMENT SECTION	9/19/79 60.00
CARTER	RICHARD J	POLICE OFFICER	NINETEENTH DISTRICT	3/26/83 1750.00
CUMBERLAND	SIDNEY	POLICE OFFICER	TRAINING DIVISION	2/17/79 360.48
DAVIS	WILLIAM B	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/29/83 103.05
DEADY	PATRICK	POLICE OFFICER	YOUTH DIVISION AREA SIX	4/29/83 53.00
DISSELHORST	WILLIAM	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	4/17/83 970.00
DUPUISALA	RICHARD	POLICE OFFICER	THIRTEENTH DISTRICT	4/12/83 113.00
FARKELL	JOHN	SERGEANT	CENTRAL INVESTIGATION UNIT	4/14/83 256.30
FELKER	CAMILLE	POLICE OFFICER	ELEVENTH DISTRICT	12/26/82 44.00
FEROLD JR	GEORGE	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/29/83 244.85
FLAHERTY	WILLIAM J	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/27/82 115.00
FUITH	MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/29/83 1587.50
GIBSON	AARON	POLICE OFFICER	SEVENTH DISTRICT	3/26/83 150.50
GRIFFIN	WAYNE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/19/82 443.00
GRZEMSKI	DANIEL	POLICE OFFICER	RECRUIT TRAINING	4/30/83 157.00
HLAUCZUK	NED	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	4/27/83 391.00
JACKSON	FLOYDE	POLICE OFFICER	SEVENTH DISTRICT	4/26/83 180.00
KULEKOWSKIS	JAMES	POLICE OFFICER	TENTH DISTRICT	4/02/83 55.00
LEBAK	ROBERT	POLICE OFFICER	NINTH DISTRICT	10/10/82 379.00
LUDOLCE	SALVATORE	POLICE OFFICER	NINETEENTH DISTRICT	3/26/81 275.00
LOWL	CLINTON	POLICE OFFICER	THIRD DISTRICT	4/01/83 115.00
MILLER	JJIM J	POLICE OFFICER	CRIME LABORATORY DIVISION	11/29/82 633.56
ODONWELL	WILLIAM	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/10/83 90.00
OVERLAND	ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/10/83 96.00
SEVERIN	EARL	POLICE OFFICER	NINETEENTH DISTRICT	4/15/83 110.00
WILLIAMSON	JAMES	POLICE OFFICER	ELEVENTH DISTRICT	12/26/82 44.00
WOOD	ROBERT E	LIEUTENANT	ENGINE COMPANY 57	2/25/83 1500.00

(Continued from page 742)

[Redevelopment Agreement printed on
pages 749 through 757
of this Journal.]

Section 2. This ordinance shall be effective by and from the date of its passage.

Action: Deferred--ON PROPOSED ORDINANCE AMENDING THE MUNICIPAL
CODE OF CHICAGO REGARDING CITY COUNCIL APPROVAL OF FINANCIAL
ADVISORS FOR AND UNDERWRITERS OF THE DEBT OF
THE CITY OF CHICAGO.

The Committee on Finance submitted the following report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a proposed ordinance amending the Municipal Code of Chicago regarding City Council approval of financial advisors for, and underwriters of the debt of the City of Chicago, 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 19 members of the committee with 4 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Whereas, A proposed ordinance was introduced to the Chicago City Council on July 13, 1983, amending the Municipal Code of the City of Chicago by adding a new section 7-67 relating to City Council approval of advisors and underwriters of the debt of the City of Chicago; and

Whereas, It was the intent of the Council to provide for such City Council approval over the general outstanding City debt and not only debt from Water Revenue Bonds; now, therefore,

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

That such proposed ordinance be amended by striking that language in brackets and inserting that language in *Italics* as follows:

Whereas, The City of Chicago has entered into a period of serious budgetary and financial complexity; and

Whereas, The City of Chicago will need continued expert and professional guidance in its financial decisions and further debt financing; and

Whereas, The selection of such financial advisors and underwriters of the debt of the City of Chicago is a serious matter which requires the input of the executive and legislative bodies of this City; now, therefore,

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

Chapter 7 of the Municipal Code of Chicago shall be amended by adding a new section:

(Continued on page 758)

REDEVELOPMENT AGREEMENT

THIS AGREEMENT, made in Chicago, Illinois, this 17 day of July, 1983, between the CITY OF CHICAGO, ILLINOIS, an Illinois Municipal Corporation, by and through its Department of Planning ("City"), having its offices at Room 1000, 121 North La Salle Street, Chicago, Illinois, and Orly's Strikes Again, Inc., an Illinois Corporation with offices at 600 S. Dearborn Street, Chicago, Illinois ("Restaurant").

WHEREAS, The Department of Planning of the City Chicago, Illinois has as one of its primary purposes, the planning for attraction and expansion of economic development of City; and

WHEREAS, it is the intention of Restaurant to establish a restaurant facility located at 600 South Dearborn Street, Chicago, Illinois ("Facility"); and

WHEREAS, the City has made application to the United States Department of Housing and Urban Development ("HUD") for an Urban Development Action Grant ("UDAG Grant"), for funds to be used as a loan to Restaurant to partially finance the renovation of the Facility for purposes of operating a restaurant; and

WHEREAS, in response to said application, HUD has approved UDAG Grant Number B-83-AA-17-0125 which provides that \$150,000.00 may be lent to Restaurant by City for the above purposes; and

WHEREAS, Restaurant desires to borrow said amount from City, and City is willing, subject to the terms and conditions herein set forth, to lend said amount to Restaurant.

NOW, THEREFORE, the parties agree as follows:

SECTION I. DEFINITIONS

A. "Lender" shall mean The South Shore Bank of Chicago, Chicago, Illinois.

B. "SBA" shall mean the Small Business Administration of the United States Department of Commerce.

C. "Baird" shall mean Baird & Warner, Inc., an Illinois corporation, which is leasing the facility (as defined above) to Restaurant on behalf of American National Bank and Trust Company of Chicago, as Trustee under Trust No. 46525.

D. "Loan" shall mean any and all amounts disbursed by City to Restaurant, from time to time, including certain interest accrued during the construction phase of the loan, and later folded into the post construction phase of the loan to form the permanent loan balance. Loan may variously be identified as Construction Loan or Permanent Loan, as appropriate to the context.

SECTION II. CONSIDERATION

The City hereby agrees, in consideration of Restaurant executing this Redevelopment Agreement and agreeing to be bound by its terms, to loan funds received pursuant to the above mentioned UDAG Grant to Restaurant in accordance with the terms of the following agreement with Restaurant.

In consideration of City making the above mentioned loan to Restaurant, Restaurant agrees for itself, and its successors and assigns, to be bound by the terms of this Agreement and to diligently complete the Redevelopment Plan described herein.

SECTION III. AGREEMENT

The City shall loan to Restaurant and Restaurant shall borrow from City, the sum of \$150,000.00, in accordance with the following terms and conditions:

A. CONSTRUCTION LOAN

1. During the time period for the Construction Loan set forth in paragraph 2(f) below, interest only at the rate of 5% per annum shall be charged monthly on the loan proceeds drawn down from time to time. Said interest charges shall be deferred and accrued as simple interest for the remainder of the construction loan.

2. Disbursement - After Restaurant has certified to City and HUD that Restaurant has sufficient funds on hand or irrevocably available to it to complete its obligations per the grant Agreement and has identified the sources of said funds, then the Construction Loan can be drawn as follows:

(a) Draw requests for said Construction Loan proceeds shall apply only for Facility Renovation costs and shall be made only on a monthly draw basis on A.I.A. forms, certified to and approved by the Architect and/or Engineer of Restaurant and the Architect and/or Engineer of the City.

(b) Construction loan disbursements for said Facility renovation costs shall be made on the basis of a percentage of work completed and in place, a stage basis or a voucher and paid receipts basis or any combination of same.

(c) All loan disbursements shall be paid out of HUD grant funds by City after equity funds in the amount of not less than \$100,000.00 shall have been committed by Restaurant to the Facility renovation. Total project costs shall be the costs expended by Restaurant for Facility renovation and improvements, capital equipment and start-up costs as set forth herein.

(d) No disbursement of the Construction Loan proceeds shall be made unless and until Restaurant shall have furnished to City a Builder's Risk and Fire Insurance policy or policies naming the City as beneficiary thereunder as its interests appear, in an amount sufficient to cover the replacement cost of the Facility as an operating restaurant.

(e) Unless otherwise provided for herein, no disbursement of Construction Loan proceeds shall be made unless and until the City and/or Restaurant has obtained, or has reasonable assurances that it will obtain, all Federal, State and local governmental approvals and reviews required by law to be obtained by the City and/or Restaurant for the project.

(f) The Construction phase of the Loan shall be for a period not to exceed 21 months from the first disbursement of Loan proceeds, but in any event, shall not extend beyond January 1, 1985. Interest at the rate of 5% per annum shall accrue on all disbursements during said period and shall be added to the Loan forming the Permanent Loan balance.

B. PERMANENT LOAN

1. Permanent Loan amount - \$150,000.00 plus interest accrued on disbursements made during the construction period.

2. The initial term ("Initial Term") of the Permanent Loan shall be 7 years, commencing not later than January 1, 1985.

3. Repayment of the Permanent Loan shall be on a monthly basis, commencing on the first day of the first month after the Permanent Loan is in place, but in no event later than February 1, 1985, and computed on a 20 year amortization schedule, until the maturity date, together with interest of 5% per annum on the principal balance outstanding from time to time.

4. By written notice to City at least 45 days prior to the maturity date, Restaurant may extend the term of the Permanent Loan for an additional term equal to and running concurrent with any option term properly exercised by Restaurant pursuant to its lease with Baird.

In consideration for receiving such extension, Restaurant shall pay City a sum equal to 3% of the then-outstanding principal balance of the Permanent Loan for each extension option it exercises.

Notwithstanding anything contained herein to the contrary, the maximum term of the Permanent loan shall not exceed in the aggregate, the lesser of 20 years or the term of the Baird lease.

5. Upon any cash sale of the Restaurant (which shall include any installment payment cash sale), during the term of the Construction Loan or Permanent Loan, any outstanding principal balance plus accrued interest thereon, shall become immediately due and payable to City. In such event, in addition to payment of the principal balance outstanding plus interest accrued and owing thereon, Restaurant shall pay City an amount equal to 20% of gross sale proceeds in excess of the total cost of the project to date of sale.

6. Upon the occurrence of an event of default as hereinafter defined, which shall be continuing after any cure periods granted hereunder or by operation of law, the City may at its sole option declare the entire outstanding principal balance of the Loan plus accrued interest thereon, immediately due and payable to City.

7. An event of default shall occur upon the bankruptcy (voluntary or involuntary), reorganization, assignment for the benefit of creditors, dissolution or liquidation of Restaurant, failure of Restaurant to perform any of its obligations under this Agreement, or the occurrence of an event of default by Restaurant of any terms and/or conditions of any other agreement between Restaurant and City, or Restaurant and a lender or lessor, now existing or hereinafter entered into.

8. Security for the Loan shall be by a security interest in favor of City in and to all fixtures, equipment and other assets of Restaurant now owned or hereafter acquired which security interest is subject to an Intercreditor Agreement between City, Lender and Borrower the terms of which are incorporated herein.

9. Prepayment of the Loan may occur as follows:

a. At the option of Restaurant, any time after 5 years from the date of the first disbursement of the loan proceeds, upon payment of the then outstanding balance, including interests accrued thereon, plus an amount equal to 3% of the remaining unpaid principal balance.

b. Upon Restaurant first reaching gross revenues of \$1,000,000.00 for a fiscal year, City may at its option request Restaurant pay City an amount equal to one-tenth of one percent (.1%) of gross revenues on a monthly basis, in addition ("Additional Payments") to regularly scheduled payments due and owing under this Agreement. Said Additional Payments shall be applied to reduce the outstanding principal balance of the Loan dollar for dollar. No additional sums shall be charged Restaurant under this prepayment procedure.

SECTION IV. REDEVELOPMENT PLAN

A. Restaurant shall enter into and execute a lease with Baird for approximately 5300 square feet in Facility to be used as a restaurant. Said lease shall have an initial term of at least 7 years.

B. Restaurant shall renovate Facility located at the Property at a total development cost of approximately \$605,000.00.

Delineation of the cost breakdown shall be as follows:

(a) Restaurant Renovation.....	\$ 300,000.00
(b) Heating/Air Conditioning....	\$ 50,000.00
(c) Kitchen Equipment.....	\$ 85,000.00
(d) Other Equipment, Fees, Soft Costs..	\$ 95,000.00
(e) Start-Up Costs.....	\$ 70,000.00
	TOTAL \$605,000.00

C. Restaurant shall borrow from Lender a sum in the approximate amount of \$400,000.00 to be used for the purchase and installation of capital equipment.

D. Restaurant shall borrow \$150,000.00 from City pursuant to this Agreement for financing construction of the restaurant renovation referred to above.

E. Restaurant shall provide equity funds in cash in the amount of \$100,000.00 to be used for restaurant renovation and start-up costs.

F. The following timetable shall apply to Restaurant for the performance of the above-described activities:

<u>ACTIVITY</u>	<u>Commencement Date</u>	<u>Completion Date</u>
(1) Renovation and Equipping	April 1, 1983	September 1, 1983
(2) Staff Training	September 1, 1983	October 1, 1983
(3) Restaurant Opening	October 1, 1983	

G. Restaurant shall use its best efforts to create ~~12~~ 2 new permanent jobs within 36 months from date of Preliminary Approval of the UDAG Grant, as follows:

- 15 permanent jobs for Low and Moderate Income Persons
- 9 permanent jobs for CETA Eligible Persons
- 18 permanent jobs for Minorities

SECTION V. EVIDENCE OF FINANCING

At the time of execution of this agreement, Restaurant shall furnish City with evidence that Lender has committed to lend to Restaurant the principal sum of not less than \$350,000.00 for the purchase and installation of capital equipment, and start-up costs (including inventory, staff training, fees, etc.), which loan shall be 90% guaranteed by the SBA. Restaurant shall also furnish to City evidence that it has available and irrevocably committed to it, cash equity funds in an amount not less than \$100,000.00, to be used for renovation and start-up costs.

SECTION VI. MAINTAINING RECORDS AND RIGHT TO INSPECT

All books, records and other documents relating directly to the receipt and disbursement of the above-described loan shall be subject to the right of access by any duly authorized representative of the City, the Secretary of Housing and Urban Development, and/or the Comptroller General of the United States for the purposes of inspection, copy, audit and examination. Such right shall extend until completion of all close-out procedures respecting these loan funds, and until the final settlement and conclusion of all issues arising out of this loan or under this Redevelopment Agreement or the related Urban Development Action Grant Agreement.

SECTION VII. ACCESS TO PROJECT

For the period set forth in Section IV, any duly authorized representative of the City and/or the Secretary of Housing and Urban Development shall, at all reasonable times, have access to any portion of the Property.

SECTION VIII. NO ASSIGNMENT OR SUCCESSION

No transfer of loan proceeds by the City to Restaurant shall be or be deemed an assignment of UDAG Grant funds, and Restaurant shall neither succeed to any rights, benefits, or advantages of the City under the UDAG Grant Agreement, nor attain any rights, privileges, authorities, or interests in or under the UDAG Grant Agreement

SECTION IX. NOTICES

Any and all notices given or required under this Redevelopment Agreement, and all agreements and documents related thereto shall be in writing, placed in the United States mail, first class, registered, return receipt requested, postage prepaid, and addressed as follows:

If to City: Department of Planning of the
City of Chicago
121 North La Salle Street
Room 1000 - City Hall
Chicago, Illinois 60602
Attention: Commissioner

If to Restaurant Orly's Strikes Again, Inc.
c/o Truitt, Brown & Truitt
1642 East 56th Street
Chicago, Illinois 60637

SECTION X. GOVERNING LAW

This Redevelopment Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

SECTION XI. TIME IS OF THE ESSENCE

Time is of the essence of this agreement.

SECTION XII. HOUSING AND URBAN DEVELOPMENT

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary of Housing and Urban Development. An amendment shall be deemed "material: within the meaning of said provision if it cancels or reduces any developmental, construction, job creating, or financial obligation of Restaurant by more than ten (10) percent; or if it changes the situs or character of the Property; or if it increases any time for performance by more than ten (10) percent; provided, that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material".

SECTION XIII. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement or in the UDAG Grant Agreement nor any act of the Secretary of Housing and Urban Development or of the City, or of any of the parties, shall be deemed or construed by any of the parties or by third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary of Housing and Urban Development or the City.

SECTION XIV. CERTIFICATE OF COMPLETION

Promptly after completion by Restaurant of the Redevelopment Plan described in Section IV above, the city will furnish Restaurant with appropriate instruments so certifying. The certifications by the City shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with the obligation of Restaurant and its successors and assigns to undertake the Redevelopment Plan in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications the City shall, within thirty (30) days after written request by Restaurant, provide Restaurant with a written statement indicating in adequate detail how Restaurant has failed to comply with the Redevelopment Plan in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Restaurant to make or perform in order to obtain the certification.

SECTION XV. RESTRICTIONS ON USE

During the Term of the loan provided for in Section III of this Agreement Restaurant shall use Facility solely for a restaurant.

SECTION XVI. ENFORCED DELAY IN PERFORMANCE

A. Neither the City nor Restaurant nor any successor in interest shall be considered in breach or default of its obligations with respect to the completion of construction of improvements in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the part seeking the extensions shall request it in writing of the other party

B. No waiver by delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any action or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of, or limit, such rights in any way; nor shall any waiver in fact made by the City with respect to any

specific default by Restaurant under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by Restaurant under this Section, or with respect to the particular default except to the extent specifically waived in writing.

SECTION XVII. CONFLICT OF INTEREST: CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, or employee of the City shall have any personal interest direct, or indirect, in this Agreement: nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Nor shall any said member, official or employee of the City be liable to Restaurant, or any successor in interest, in the event of any default or breach by the City for any amount which may become due to Restaurant or its successors or assigns on any obligation under the terms of this Agreement.

SECTION XIX. EQUAL EMPLOYMENT OPPORTUNITY

Restaurant and its successors and assigns, agree that during the term of the loan provided for in Section III of this Agreement

(a) They will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Restaurant will take affirmative action to ensure that such applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates or pay, or other forms of compensation, and selection for training, including apprenticeship. Restaurant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Restaurant will, in all solicitations of advertisements for employees placed by or on its behalf, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, sex, or national origin.

(c) Restaurant will include the provisions of Paragraphs (a) and (b) of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that every provision will be binding upon each contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with Federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

IN WITNESS WHEREOF, The City of Chicago, Illinois and Orly's Strikes Again, Inc. have caused this Agreement to be duly executed as of the day and year first above provided.

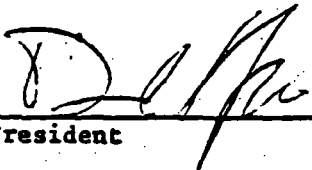
Approved as to Form and Legality:

CITY OF CHICAGO, ILLINOIS

By: _____
Assistant Corporation Counsel

By: _____
Commissioner of the
Department of Planning

ORLY'S STRIKES AGAIN, INC.

By:  _____
President

(Continued from page 748)

Section [7-67]7-21.1. No financial advisors or underwriters of the debt of the City of Chicago shall be selected without the advice and consent of the City Council.

Action Deferred--ON PROPOSED ORDINANCE AMENDING THE CHICAGO MUNICIPAL
CODE CHAPTER 178.1-2, CONCERNING THE CIGARETTE
TAX FORMULA.

The Committee on Finance submitted the following report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, July 25, 1983

To the President and Members of the City Council:

Your Committee on Finance to which was referred a proposed ordinance amending the Chicago Municipal Code, Chapter 178.1-2, concerning the cigarette tax formula, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Whereas, The City of Chicago currently taxes cigarettes on the basis of ten cents per each twenty or less cigarettes; and

Whereas, This current tax formula was based upon the common practice of cigarette manufacturers of packaging cigarettes in packs of twenty; and

Whereas, A new cigarette pack containing twenty-five cigarettes is to be marketed; and

Whereas, In order to equalize taxation of cigarettes at a common rate, irrespective of the size of the package sold to consumers, it is necessary to alter the taxation formula to adopt a uniform tax rate per cigarette; now, therefore,

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

Section 1. Paragraph (a) of Section 178.1-2 of the Chicago Municipal Code is hereby amended by deleting the language in brackets and adding the language in *Italics* as follows:

(a) A tax at the rate of *0.50 cents (5 mills) per cigarette* [ten cents per each twenty cigarettes or fraction thereof] is hereby imposed upon all cigarettes possessed for sale and upon the use of all cigarettes within the City of Chicago, the ultimate incidence of and liability for payment of said tax to be borne by the consumer of said cigarettes. The tax herein levied shall be in addition to any and all other taxes.

Section 2. This ordinance shall take effect upon its passage.

Referred--PROPOSED ORDINANCE CONCERNING A LEASE OF TERMINAL FACILITIES WITH PACIFIC EAST AIR, INC. FOR SPECIFIED PREMISES AT CHICAGO-O'HARE INTERNATIONAL TERMINAL.

The Committee on Finance submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a proposed ordinance concerning a lease of terminal facilities with Pacific East Air, Inc., for specified premises at Chicago-O'Hare International Terminal, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed ordinance transmitted herewith to the Joint Committee on Leases and Aviation.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke the committee's recommendation was *Concurred In*, and the said proposed ordinance was *Referred to a Joint Committee comprised of the members of the Committee on Leases and the Committee on Aviation.*

Referred--PROPOSED ORDINANCE AUTHORIZING AN ASSIGNMENT AND ASSUMPTION OF THE GOLDEN JET FLIGHT KITCHEN, INC., LEASE.

The Committee on Finance submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a proposed ordinance concerning an assignment and assumption of the Golden Jet Flight Kitchen, Inc., lease by Ogden American Food Services, Inc., for premises located at Chicago-O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed ordinance transmitted herewith to the Joint Committee on Leases and Aviation.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke the committee's recommendation was *Concurred In*, and the said proposed ordinance was *Referred to a Joint Committee comprised of the members of the Committee on Leases and the Committee on Aviation.*

COMMITTEE ON AVIATION.

Authority Granted for Sublease Agreement Between Trans World Airlines, Inc. and Emery Air Freight Corp. for Cargo Building Space at Chicago-O'Hare International Airport.

The Committee on Aviation submitted the following report:

CHICAGO, July 19, 1983.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred on July 6, 1983 a proposed ordinance to authorize a consent to sublease between Trans World Airlines and Emery Air Freight Corporation, begs leave to recommend that Your Honorable Body *Do Pass* the proposed ordinance.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a consent to the following sublease agreement between Trans World Airlines, Inc. and Emery Air Freight Corporation, for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

This Amendment made and entered into the 10th day of March, 1982, by and between Emery Air Freight Corporation ("Emery") and Trans World Airlines, Inc., ("TWA"):

Whereas, TWA has leased from the City of Chicago ("Main Lessor") under an Agreement dated March 27, 1964 as amended from time to time ("Main Lease"), certain premises at Chicago O'Hare International Airport; and

Whereas, TWA and Emery are parties to a Sublease Agreement dated December 27, 1977, as amended from time to time, ("Sublease Agreement"), pursuant to which TWA subleased to Emery a portion (approximately 15,360 square feet) of the premises leased to TWA under the Main Lease ("Subleased Premises"); and

Whereas, TWA and Emery desire to further amend the Sublease Agreement;

Now Therefore, for and in consideration of the provisions and mutual covenants herein contained, Emery and TWA hereby agree as follows:

1. The term of the Sublease Agreement is hereby extended for a period of five (5) years commencing January 1, 1982 and continuing until December 31, 1986, provided, however, that TWA or Emery may, without cause, terminate the Sublease Agreement at any time after December 31, 1984 upon one hundred eighty (180) days advance written notice to Emery or TWA.

2(a) This Sublease is in all respects subject and subordinate to the provisions of the Main Lease. All references herein to the Main Lease shall be deemed to include any and all modifications and amendments thereto of which Sublessee has knowledge.

2. Upon commencement of the extended term of the Sublease Agreement, it is anticipated that Emery will make certain modifications and improvements to the Subleased Premises at its sole cost and expense, at an estimated cost of \$100,000.00. Upon the completion of such modifications and improvements, Emery shall submit to TWA a statement, under oath or verified by affidavit, setting forth the actual cost of the work performed and accompanied by such supporting evidence of correctness as TWA may request.

3. Should TWA elect to terminate the Sublease Agreement prior to December 31, 1986 pursuant to paragraph 1 of this Amendment, TWA shall reimburse Emery a pro rata amount of the cost of the improvements and modifications. This pro rata amount shall be calculated by multiplying the actual cost of the modifications and improvements by the fraction of which (i) the numerator shall be the number of months between the actual date of termination and December 31, 1986, and (ii) the denominator shall be sixty (60).

4. The monthly rental payable under the Sublease Agreement is hereby increased to eleven dollars (\$11.00) per square foot per annum payable at the rate of \$14,080.00 per month, effective January 1, 1982 and each succeeding month up to and including December 31, 1984. Effective January 1, 1985, and each succeeding month during the term of the Sublease Agreement, the monthly rental payable under the Sublease Agreement shall be increased to \$12.10 per square foot per annum payable at the rate of \$15,488.00 per month.

5. This Amendment to Sublease Agreement is subject to the consent and approval of the Main Lessor. If TWA permits Emery to occupy the Subleased Premises prior to obtaining the Main Lessor's consent to this Amendment to Sublease Agreement, such occupancy shall constitute a tenancy at will at the monthly rental amount specified in paragraph four (4) hereof and such occupancy, regardless of the date commenced or terminated, shall in all other respects be in accordance with the terms and conditions of the Sublease Agreement provided, however, that Emery shall vacate the Subleased Premises immediately upon receipt of notice from TWA to the effect that the Main Lessor has declined to give its consent to this Amendment to Sublease Agreement.

6. All other terms and conditions of the Sublease Agreement dated December 27, 1977 shall remain unchanged and in full force and effect with respect to the Subleased Premises.

In Witness Whereof, the parties hereto have caused this Amendment to Sublease Agreement to be duly executed as of the day and year first written above.

[Signature forms omitted for printing purposes.]

Consent To Second Amendment Of Sublease Agreement

The undersigned hereby consent to the foregoing Amendment to Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on

[Signature forms omitted for printing purposes.]

Rider

The following shall constitute a part of the sublease agreement between Trans World Airlines, Inc., and Emery Air Freight Corp., dated January 1, 1982, concerning premises on the Chicago-O'Hare International Airport:

Sublessee agrees that it shall keep and maintain records of all landings made at Chicago O'Hare International Airport and Merrill C. Meigs, in form as approved by the Comptroller of the City of Chicago (Room 501 - City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602) and shall

remit directly to Comptroller with itemized report of landings, copy of which shall go to the Commissioner of Aviation (Room 1111 - City Hall), 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 meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason.

Since Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year the Commissioner shall advise sublessee 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.

Sublessee further agrees that it shall keep and maintain monthly records of all cargo, IN and OUT, by weight and category. (MAIL/FREIGHT) in form as approved by the Commissioner, and shall forward same to Commissioner's Administrative Office at the airport, on or before the 5th day of the following month.

[Signature forms omitted for printing purposes.]

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

**Authority Granted for Sublease Agreement between Trans World
Airlines, Inc. and Evergreen International Airlines for
Cargo Space at Chicago-O'Hare International Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, July 19, 1983.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred (on July 6, 1983) a proposed ordinance authorizing a sublease agreement between Trans World Airlines and Evergreen International Airlines, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone-
-46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a consent to the attached sublease agreement between Trans World Airlines, Inc. and Evergreen International Airlines for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

This Agreement made this _____ day of _____, 1982, by and between Trans World Airlines, Inc. ("Sublessor"), and Evergreen International Airlines ("Sublessee").

W I T N E S S E T H

Whereas, Sublessor leases certain premises, including improvements thereon, at O'Hare International Airport, Chicago, Illinois ("ORD") from the City of Chicago ("Main Lessor") under an agreement dated March 27, 1964, as amended by an agreement dated August 24, 1970, a copy being identified as Exhibit A attached hereto and made a part hereof (collectively known as the "Main Lease"); and

Whereas, Sublessee desires to sublease from Sublessor, and Sublessor is willing to sublease to Sublessee, a portion of said premises and provide services related thereto to Sublessee subject to the terms and conditions of this sublease agreement ("Sublease");

Now, Therefore, for and in consideration of the mutual covenants hereinafter contained, Sublessor and Sublessee hereby agree as follows:

1. Sublessor subleases to Sublessee the following described premises located in Sublessor's air cargo terminal, North Building:

Approximately Two hundred ten (210) square feet of ground floor space for Sublessee's exclusive use, as more particularly described on Exhibit A hereto attached ("Subleased Premises").

2. This Sublease shall commence on June 1, 1982, and shall continue in effect from month to month thereafter until terminated by either party giving to the other not less than thirty (30) days advance written notice. If the Main Lease should expire or is terminated for any reason, this Sublease shall automatically terminate concurrently therewith.

3. This Sublease is in all respects subject and subordinate to the provisions of the Main Lease. All references herein to the Main Lease shall be deemed to include any and all modifications and amendments hereto of which Sublessee has knowledge.

4. Notwithstanding anything to the contrary contained herein whether express or implied, it is understood and agreed that Sublessor is not granting or purporting to grant, and that Sublessee is not receiving and does not claim to have or hold, any estate, right, privilege or interest in or to the Subleased Premises except such as is permitted or authorized under the terms of the Main Lease. With respect to the Subleased Premises and this Sublease, and except where clearly repugnant or inapplicable to the context of the Main Lease, (a) Sublessee shall observe and be bound by, and shall assume and perform all the obligations of Sublessor under all the provisions of the Main Lease, and (b) Sublessor shall have the same rights, privileges and remedies as the Main Lessor under the Main Lease. Wherever in the Main Lease the consent or approval of the Main Lessor is required as to any action desired to be taken by Sublessee, the consent or approval of Sublessor shall also be required. Sublessee shall not do or suffer to be done on or in connection with the Subleased Premises any act or thing which would contravene the terms of the Main Lease. In the event of any conflict between the terms of this Sublease and the terms of the Main Lease, the terms of the latter shall govern.

5. Sublessee agrees to pay Sublessor One Hundred Seventy Five Dollars (\$175.00) each month in advance on the first day of each calendar month during the term of this Sublease. Payments for a partial month that may occur at the commencement or termination of the Sublease shall be

prorated on the basis of the number of days in that entire month. Payments shall be made by Sublessee without demand by or receipt of an invoice from Sublessor. Sublessee further agrees that upon expiration or termination of this Sublease, Sublessee shall, at its expense, restore the Subleased Premises to the condition in which they were received by Sublessee, reasonable wear and tear and loss by fire excepted, unless Sublessor shall agree in writing to waive restoration in whole or in part.

6. Sublessee's use of the Subleased Premises shall be for the purpose of receiving, storing, sorting and delivering parcels and other merchandise, and loading and parking vehicles and other equipment used by Sublessee in conducting its business operations, and for no other purpose whatsoever.

7. Sublessee, its officers, employees, agents, customers, contractors, subcontractors, licensees, invitees, assignees, sublessees, and suppliers shall be bound by and observe all rules and regulations promulgated under the Main Lease or made by Sublessor's General Manager - Cargo Sales and Services at ORD governing the use and occupancy of the Subleased Premises; (including but not limited to action to conserve heat and electricity and control of passenger vehicular traffic ingress/egress) provided, however, that no such rule or regulation shall conflict with any matter specifically set forth in this Sublease. Sublessee's use of the Common Space shall be subject to such non-discriminatory rules and regulations as may from time to time be adopted by Sublessor.

8. Sublessee agrees to accept the Subleased Premises in an "as is" condition. Sublessee shall bear the sole expense of any alterations, additions, or improvements and of any future repairs to the Subleased Premises during the duration of the Sublease. Sublessee shall not make any alterations, additions or improvements to the Subleased Premises without prior written consent of Sublessor in each instance. Sublessor makes no representation that the presently existing facilities comply with the Occupational Safety and Health Act.

9. TWA shall furnish heat, light and electricity, from and to the Subleased Premises to the extent capable, using facilities and fixtures presently installed in the Subleased Premises. In the event that Sublessee should require further or additional utilities, facilities or fixtures, the costs of obtaining, installing, and maintaining the same shall be solely borne by Sublessee. Sublessee shall provide at its sole cost and expense all other utilities and building services required in connection with the use and occupancy of the Subleased Premises. Sublessee shall provide its own trash receptacle, shall station said receptacle at a location to be designated by Sublessor, and shall bear all costs pertaining to trash removal unless otherwise agreed upon the Sublessor and Sublessee. Sublessee shall obtain at Sublessee's sole cost and expense usual janitorial service to maintain the Subleased Premises in a clean, neat, orderly and presentable appearance.

10. The costs of installation and the use of any and all communications equipment shall be borne by Sublessee, and Sublessee shall be solely responsible for complying with any and all relevant regulations of the Federal Aviation Administration, the Federal Communications Commission and any other relevant governmental authority concerning the installation and use of such communications equipment.

11. Sublessor shall not be liable to Sublessee or any other person or entity for or on account of any injury or damage of any kind whatsoever to persons or property occasioned in or about the Subleased Premises, or resulting from any patent or latent defect, structural or otherwise, in the construction, condition or present or future lack of repair of the Subleased Premises or the building, the wiring, equipment or apparatus therein or thereof, the plumbing, gas, water, steam or other pipes or sewage or of any act, omission, or neglect of any other occupant of the building.

12. Notwithstanding anything to the contrary herein contained it is expressly agreed that Sublessor shall be released from its obligations hereunder in the event and to the extent that performance is delayed or prevented by any cause reasonably beyond its control, including, without limitation, acts of God, public enemies, wars, insurrection, or acts or orders of governmental authorities,

or by fire, flood, explosion, riots, or strikes; provided however, that nothing herein contained shall require Sublease to accede to demands of labor unions or to demands of its employees which it considers unreasonable.

13. Sublease shall assume full responsibility for any act or omission in or about the Subleased Premises. Sublessee shall defend, indemnify and hold harmless Sublessor, the Main Lessor, and its or their employees and agents from and against any and all losses, claims, suits, damages, costs, expenses, and liabilities attributable to any act or omission of Sublessee, its officers, employees, agents, customers, contractors, subcontractors, licensees, invitees, assignees, sublessees, and suppliers in the use or occupancy of the Subleased Premises.

14. Sublessee shall procure and maintain in effect during the term of this sublease comprehensive general liability insurance, including coverage for the contractual liability assumed by Sublessee pursuant to paragraph 13 hereof, in forms and amounts and with companies acceptable to Sublessor. The policies of such insurance shall provide for Sublessor to be given not less than thirty (30) days' prior written notice of any termination of or material change in coverage. Sublessee shall furnish to Sublessor certificates evidencing such insurance.

15. Sublessee shall defend, indemnify and hold harmless Sublessor and the Main Lessor from and against any taxes, assessments, liens of any kind, surcharges, etc., levied by any governmental agency or through any procedure of law in connection with the occupancy and use of the Subleased Premises by Sublessee or the Sublessee's business operations or equipment in the Subleased Premises.

16. No waiver, or election by Sublessor to disregard, a default on the part of Sublessee shall act to prohibit Sublessor from exercising its right under this Sublease in the event of subsequent or continuing defaults by Sublessee. No termination of this Sublease shall affect any rights or obligations accrued as of the date of such termination.

17. Sublessee shall promptly surrender and vacate the Subleased Premises upon the termination of this Sublease. Personal property of Sublessee left in or about the Subleased Premises upon the termination of this Sublease shall be deemed abandoned and Sublessor shall have the right to use or dispose of such property as it sees fit.

18. All notices to Sublessor hereunder shall be in writing and sent by certified mail, postage prepaid, addressed to Secretary, TWA, 605 Third Avenue, New York, New York, 10158, with a duplicate copy similarly mailed addressed to General Manager - Cargo Sales and Services, TWA, O'Hare International Airport, P.O. Box 66074, Chicago, Illinois 60666, or to such other address as TWA may designate from time to time. All notices to Sublessee hereunder shall be in writing and sent by certified mail, postage prepaid, addressed to Evergreen International Airlines, 1621 North Baker Street, McMinnville, Oregon, 97128 or to such other address as Sublessee may designate from time to time by notice in writing to Sublessor.

All notices mailed in accordance with the above shall be deemed given upon receipt.

19. Sublessee shall not assign this Sublease and its rights hereunder, in whole or in part, or sublease, or permit others to use, in whole or in part, the Subleased Premises without the prior written consent in each instance of Sublessor and the Main Lessor.

20. This Sublease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois and is subject to the approval of the Main Lessor. If the Main Lessor should refuse to give its approval, the provisions of the Sublease shall terminate will accrue between the parties, except that such termination shall not affect liabilities accrued prior to the date of termination.

In Witness Whereof, the parties hereto have caused this Sublease to be duly executed as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Consent to Sublease:

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed _____ (C.J.P. ____).

[Signature forms omitted for printing purposes.]

[Rider and Exhibit A printed on pages 767 through 769 of this Journal.]

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

**Authority Granted for Sublease Agreement between Trans World
Airlines, Inc. and O'Hare Taxi Service for Cargo Space
at Chicago-O'Hare International Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, July 19, 1983.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred on July 6, 1983 a proposed ordinance to authorize a consent to sublease between Trans World Airlines and O'Hare Taxi Service, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the following sublease agreement between Trans World Airlines, Inc. and O'Hare Air Taxi Service, Inc. for the sublease of certain premises located at Chicago-O'Hare International Airport, said sublease

(Continued on page 770)

RIDER

The following shall constitute a part of the sublease agreement between TWA
EMERALGREEN INTL dated _____, 198__, concerning certain premises
at Chicago O'Hare International Airport.

NON-DISCRIMINATION LEGISLATION

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1954-1965 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 25, 1967, Ill. Rev. Stat., Ch. 48, §§ 981-987 inclusive; July 29, 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 3, 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. 3977, Municipal Code of the City of Chicago, Ch. 198. 7A.

To demonstrate compliance, Sublessee 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 SUBLESSEE

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.

Sublessee, 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 Sublessee 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

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

RECORDS

SUBLESSEE 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 of the City of Chicago (Room 501 - City Hall, 121 N. La Salle Street, Chicago, Illinois 60602) and shall remit directly to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner of Aviation (Room 1111 - City Hall), on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof.

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

Since the Chicago O'Hare International Airport landing fee is subject to change every calendar half-year, the Commissioner shall advise SUBLESSEE 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.

SUBLESSEE also agrees that it shall keep and maintain records of all of its own cargo operations at Chicago O'Hare International Airport or of any cargo operations SUBLESSEE may handle for others, on separate forms as approved by the Commissioner of Aviation and available at the City Administrative Office in the Terminal Complex.

SUBLESSEE shall forward copies of these forms directly to the City Office, with another copy of each being sent to the Commissioner of Aviation (Room 1111 - City Hall) on or before the 15th day of the month following detailing all cargo operations during the preceding month, or portion thereof.

SUBLESSEE:

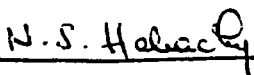
By 

M V Anhoury Jr Dir Sys Ops

ATTEST:

By _____

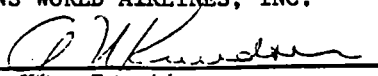
ATTEST:

By 

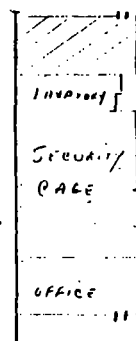
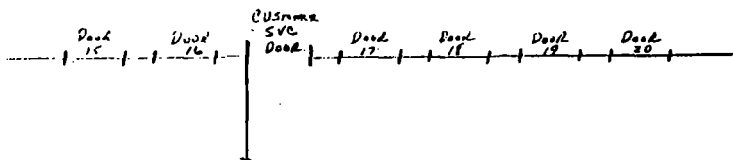
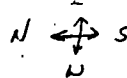
ASSISTANT SECRETARY

LESSEE:

TRANS WORLD AIRLINES, INC.

By 

Vice President



← 210 SQ. FT. OFFICE SPACE SUBLEASED TO EVERGREEN AIRLINES

SUBLEASE OF 210 SQ. FT. OFFICE SPACE
IS ON THE LOWER LEVEL OF THE
BIDGE ADDITION AT THE ORD
CARGO TERMINAL

CARGO RAMP AREA

Exhibit "A"

(Continued from page 766)

agreement to be in the following form:

[Sublease Agreement and Rider printed on pages 771
through 816 of this Journal.]

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

**Authority Granted for Sublease Agreement between Trans World
Airlines, Inc. and Transamerica Airlines for Cargo
Space at Chicago-O'Hare International Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, July 19, 1983.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred (on July 6, 1983) a proposed ordinance to authorize a consent to sublease between Trans World Airlines and Transamerica Airlines, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Trans World Airlines, Inc. and Transamerica Airlines, Inc., for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

[Sublease Agreement printed on pages 817 through 862
of this Journal.]

(Continued on page 863)

SUBLEASE AGREEMENT

This Agreement made this day of , 1981,
by and between TRANS WORLD AIRLINES, INC. ("Sublessor"), and
O'HARE TAXI SERVICE, INC. ("Sublessee").

W I T N E S S E T H

WHEREAS, Sublessor leases certain premises, including improvements thereon, at O'Hare International Airport, Chicago, Illinois ("ORD") from the City of Chicago ("Main Lessor") under an agreement dated March 27, 1964, as amended by an agreement dated August 24, 1970, a copy being identified as Exhibit A attached hereto and made a part hereof (collectively known as the "Main Lease"); and

WHEREAS, Sublessee desires to sublease from Sublessor, and Sublessor is willing to sublease to Sublessee, a portion of said premises and provide services related thereto to Sublessee subject to the terms and conditions of this sublease agreement ("Sublease");

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, Sublessor and Sublessee hereby agree as follows:

1. Sublessor subleases to Sublessee the following described premises located in Sublessor's air cargo terminal, North Building:

A. Approximately One Thousand Nine Hundred Twenty (1,920) square feet of ground floor space for Sublessee's exclusive use, as more particularly described on Exhibit B hereto attached (the "Exclusive Space"),

B. Approximately Two Thousand Four Hundred and Eighty Four (2,484) square feet of ground floor space for Sublessee's non-exclusive use, in common with others, as more particularly described on Exhibit B hereto attached (the "Common Space"); both of which are hereinafter collectively referred to as "Subleased Premises".

2. This Sublease shall commence on July 1, 1981, and shall continue in effect from month to month thereafter until terminated by either party giving to the other not less than thirty (30) days advance written notice. If the Main Lease should expire or is terminated for any reason, this Sublease shall automatically terminate concurrently therewith.

3. This Sublease is in all respects subject and subordinate to the provisions of the Main Lease. All references herein to the Main Lease shall be deemed to include any and all modifications and amendments thereto of which Sublessee has knowledge.

4. Notwithstanding anything to the contrary contained herein, whether express or implied, it is understood and agreed that Sublessor is not granting or purporting to grant, and that Sublessee is not receiving and does not claim to have or hold, any estate, right, privilege or interest in or to the Subleased Premises except such as is permitted or authorized under the terms of the Main Lease. With respect to the Subleased Premises and this Sublease, and except where clearly repugnant or inapplicable to the context of the Main Lease, (a) Sublessee shall observe and be bound by, and shall assume and perform all the obligations of Sublessor under all the provisions

of the Main Lease, and (b) Sublessor shall have the same rights, privileges and remedies as the Main Lessor under the Main Lease. Wherever in the Main Lease the consent or approval of the Main Lessor is required as to any action desired to be taken by Sublessee, the consent or approval of Sublessor shall also be required. Sublessee shall not do or suffer to be done on or in connection with the Subleased Premises any act or thing which would contravene the terms of the Main Lease. In the event of any conflict between the terms of this Sublease and the terms of the Main Lease, the terms of the latter shall govern.

5. Sublessee agrees to pay Sublessor Two Thousand One Hundred Ninety Eight Dollars (\$2,198.00) each month in advance on the first day of each calendar month during the term of this Sublease. Payments for a partial month that may occur at the commencement or termination of the Sublease shall be prorated on the basis of the number of days in that entire month. Payments shall be made by Sublessee without demand by or receipt of an invoice from Sublessor. Sublessee further agrees that upon expiration or termination of this Sublease, Sublessee shall, at its expense, restore the Subleased Premises to the condition in which they were received by Sublessee, reasonable wear and tear and loss by fire excepted, unless Sublessor shall agree in writing to waive restoration in whole or in part.

6. Sublessee's use of the Subleased Premises shall be for the purpose of receiving, storing, sorting and delivering parcels and other merchandise, and loading and parking vehicles and other equipment used by Sublessee in conducting its business operations, and for no other purpose whatsoever.

7. Sublessee, its officers, employees, agents, customers, contractors, subcontractors, licensees, invitees, assignees, sublessees, and suppliers shall be bound by and observe all rules and regulations promulgated under the Main Lease or made by Sublessor's General Manager - Cargo Sales and Services at ORD governing the use and occupancy of the Subleased Premises (including but not limited to, action to conserve heat and electricity and control of passenger vehicular traffic ingress/egress), provided, however, that no such rule or regulation shall conflict with any matter specifically set forth in this Sublease. Sublessee's use of the Common Space shall be subject to such non-discriminatory rules and regulations as may from time to time be adopted by Sublessor.

8. Sublessee agrees to accept the Subleased Premises in an "as is" condition and to keep and maintain the space in good condition. Sublessee shall, at its sole expense and liability to construct a security cage around the Exclusive Space, which construction shall conform to Sublessor's security restrictions. Sublessee shall bear the sole expense of any alterations, additions or improvements and of any future repairs to the Subleased Premises during the duration of the Sublease. Sublessee shall not make any alterations, additions or improvements to the Subleased Premises without prior written consent of Sublessor in each instance. Sublessor makes no representation that the presently existing facilities comply with the Occupational Safety and Health Act.

9. TWA shall furnish heat, light and electricity, from and to the extent capable, using facilities and fixtures presently

installed in the Subleased Premises. In the event that Sublessee should require further or additional utilities, facilities or fixtures, the costs of obtaining, installing, and maintaining the same shall be solely borne by Sublessee. Sublessee shall provide at its sole cost and expense all other utilities and building services required in connection with the use and occupancy of the Subleased Premises. Sublessee shall provide its own trash receptacle, shall station said receptacle at a location to be designated by Sublessor, and shall bear all costs pertaining to trash removal unless otherwise agreed upon by Sublessor and Sublessee. Sublessee shall obtain at Sublessee's sole cost and expense usual janitorial services to maintain the Subleased Premises in a clean, neat, orderly and presentable appearance.

10. The costs of installation and the use of any and all communications equipment shall be borne by Sublessee, and Sublessee shall be solely responsible for complying with any and all relevant regulations of the Federal Aviation Administration, the Federal Communications Commission and any other relevant governmental authority concerning the installation and use of such communications equipment.

11. Sublessor shall not be liable to Sublessee or any other person or entity for or on account of any injury or damage of any kind whatsoever to persons or property occasioned in or about the Subleased Premises, or resulting from any patent or latent defect, structural or otherwise, in the construction, condition or present or future lack of repair of the Subleased Premises or of the building,

the wiring, equipment or apparatus therein or thereof, the plumbing, gas, water, steam or other pipes or sewage or of any act, omission, or neglect of any other occupant of the building.

12. Notwithstanding anything to the contrary herein contained, it is expressly agreed that Sublessor shall be released from its obligations hereunder in the event and to the extent that performance is delayed or prevented by any cause reasonably beyond its control, including, without limitation, acts of God, public enemies, wars, insurrection, or acts or orders of governmental authorities, or by fire, flood, explosion, riots, or strikes; provided however, that nothing herein contained shall require Sublessor to accede to demands of labor unions or to demands of its employees which it considers unreasonable.

13. Sublessee shall assume full responsibility for any act or omission in or about the Subleased Premises. Sublessee shall defend, indemnify and hold harmless Sublessor, the Main Lessor, and its or their employees and agents from and against any and all losses, claims, suits, damages, costs, expenses and liabilities attributable to any act or omission of Sublessee, its officers, employees, agents, customers, contractors, subcontractors, licensees, invitees, assignees, sublessees, and suppliers in the use or occupancy of the Subleased Premises.

14. Sublessee shall defend, indemnify and hold harmless Sublessor and the Main Lessor from and against any taxes, assessments, liens of any kind, surcharges, etc., levied by any governmental agency or through any procedure of law in connection with the occupancy and

use of the Subleased Premises by Sublessee or with Sublessee's business operations or equipment in the Subleased Premises.

15. No waiver of, or election by Sublessor to disregard, a default on the part of Sublessee shall act to prohibit Sublessor from exercising its rights under this Sublease in the event of subsequent or continuing defaults by Sublessee. No termination of this Sublease shall affect any rights or obligations accrued as of the date of such termination.

16. Sublessee shall promptly surrender and vacate the Subleased Premises upon the termination of this Sublease. Personal property of Sublessee left in or about the Subleased Premises upon the termination of this Sublease shall be deemed abandoned and Sublessor shall have the right to use or dispose of such property as it sees fit.

17. All notices to Sublessor hereunder shall be in writing and sent by certified mail, postage prepaid, addressed to Secretary, TWA, 605 Third Avenue, New York, New York 10158, with a duplicate copy similarly mailed addressed to General Manager - Cargo Sales and Services, TWA, O'Hare International Airport, P.O. Box 66074, Chicago, Illinois 60666, or to such other address as TWA may designate from time to time. All notices to Sublessee hereunder shall be in writing and sent by certified mail, postage prepaid, addressed to O'Hare Taxi Service, Inc., P.O. Box 66371, Chicago, Illinois 60666 or to such other address as Sublessee may designate from time to time by notice in writing to Sublessor.

All notices mailed in accordance with the above shall be deemed given upon receipt.

18. Sublessee shall not assign this Sublease and its rights hereunder, in whole or in part, or sublease, or permit others to use, in whole or in part, the Subleased Premises without the prior written consent in each instance of Sublessor and the Main Lessor.

19. This Sublease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois, and is subject to the approval of the Main Lessor. If the Main Lessor should refuse to give its approval, the provisions of the Sublease shall terminate and from and after the date of termination no further liabilities will accrue between the parties, except that such termination shall not affect liabilities accrued prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed as of the day and year first above written.

TRANS WORLD AIRLINES, INC.

By P. W. Hudson
Vice President

O'HARE TAXI SERVICE, INC.

By George P. Kins
President

CONSENT TO SUBLEASE

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed _____
(C.J.P. _____).

CITY OF CHICAGO

By _____
Commissioner of Aviation

By _____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

CARGO BUILDING SITE LEASE

THIS LEASE, made and entered into as of this _____ day of _____, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as "CITY"), and TRANS WORLD AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "AIRLINE"),

WITNESSETH:

WHEREAS, CITY owns and operates the airport known as Chicago-O'Hare International Airport (a plat of said airport being attached hereto as Exhibit A and made a part hereof) 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 and AIRLINE have entered into an agreement as of January 1, 1959, entitled and hereinafter referred to as the Airport Use Agreement; and

EXHIBIT "A"

WHEREAS, AIRLINE is engaged in the business of air transportation and desires to lease certain premises and facilities and to obtain certain rights and privileges with respect thereto and to the use of the AIRPORT upon the terms and conditions hereinafter provided; and

WHEREAS, CITY is willing to lease to AIRLINE such premises and facilities, and to grant to AIRLINE such rights and privileges, upon the terms and conditions hereinafter provided;

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 of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

ARTICLE I

Premises

Section 1.01 - Lease of Premises - Use of Demised Premises

CITY does hereby lease to AIRLINE, and AIRLINE does hereby lease from CITY a parcel of land comprised of eleven and seventy-seven one hundredths, (11.77) acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "DEMISED PREMISES") located at the AIRPORT in the easterly portion of the Cargo Area and shown as outlined in "Red" and described in Exhibit A attached hereto, together with the facilities, rights and privileges hereinafter described.

AIRLINE is hereby granted the exclusive use of the DEMISED PREMISES, subject to the terms and provisions hereof and to the rules and regulations promulgated by CITY in accordance with Article VI hereof for any and all purposes reasonably necessary or convenient in connection with the conduct by AIRLINE of air transportation, including, without limitation, the following:

- (a) the receiving, delivering, dispatching, processing, handling and storing air cargo, express, mail and other property;
- (b) the loading and unloading upon the DEMISED PREMISES of property, cargo and mail upon or from aircraft (including exclusive freight or cargo flights) by such means as may be necessary or convenient, and the exercise of all rights and privileges upon and with respect to the DEMISED PREMISES which are granted to AIRLINE under the Airport Use Agreement on and with respect to the cargo ramp areas at the AIRPORT available for common use, but any such exercise shall be free of any charge for parking of aircraft;
- (c) the loading, unloading and parking of automobiles and trucks, provided that any parking lot shall be operated without charge for use only by employees of AIRLINE and by invitees of AIRLINE having business at said premises; and
- (d) the maintenance and operation of building's facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by AIRLINE of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by AIRLINE alone or in conjunction with other Airline Parties, directly or through another designated by it or them.

Section 1.02 - Ingress and Egress - Right to Connect Utilities

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 demised premises for its employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property, including the right to construct, install, maintain, use and operate facilities and equipment on the AIRPORT for the purpose of connecting the DEMISED PREMISES with taxiways, service roadways, water lines, sewer lines, drainage ditches and utility lines serving the DEMISED PREMISES, any such connection to be at a point and over a route approved by the Commissioner of Aviation and the Commissioner of Public Works. AIRLINE shall pay all charges for electric power furnished to the DEMISED PREMISES. 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, 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 property, cargo or mail in connection with AIRLINE'S business or exercising any right or privilege granted by CITY hereunder, The foregoing shall not preclude CITY or its concessionaires from making

and collecting a charge for the use of public airport parking areas, sightseeing facilities or ground transportation to or from the AIRPORT furnished by CITY or its concessionaires, or preclude CITY from imposing any sales, occupation or other taxes provided by law, permit or license 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 1.03 - Use of Premises on Behalf of or by Others -

Any of the premises leased to AIRLINE under this Article I 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 addition, AIRLINE is hereby permitted to sublease any portion of the DEMISED PREMISES to any agency, division or department of the Federal Government. 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 in accordance with the foregoing provisions, AIRLINE shall remain liable for its obligations hereunder and the rights and privileges granted hereunder to AIRLINE, its employees, agents, guests, patrons and invitees and its or their suppliers of materials and furnishers of service shall be granted with respect to such premises (except as may be otherwise provided in any such sublease) to such other Airline Party or Parties or sublessee or sublessees, as the case may be, and if or their employees, agents, guests, patrons, invitees, suppliers of materials and furnishers of service.

Notwithstanding the foregoing provisions of this Section 1.03, no use of any of the premises leased to AIRLINE under this Article I 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, 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 sublessee of an amount greater than AIRLINE'S expenses with respect to the premises, facilities and services used by, furnished to or subleased to such other Airline Party or sublessee.

ARTICLE II

Term

This Lease shall be for a term of twenty (20) years commencing on the 8th day of May, 1963, and unless earlier terminated or extended as provided herein, expiring on the 7th day of May, 1983.

ARTICLE III

Rentals

As rental for the DEMISED PREMISES, and all of the rights granted hereunder, AIRLINE shall pay on or before the first day of each calendar month a monthly rental (hereinafter called "ground rental") of One Thousand Nine Hundred Sixty-one and 67/100 Dollars (\$1,961.67). Said payments to be made in advance, commencing on the effective date of this lease as described in Section 16.02 hereof.

The ground rental shall be payable at the office of the City Comptroller. Any rental payable by AIRLINE hereunder which is not paid when due shall bear interest at the rate of seven per cent (7%) per annum from the due date thereof until paid. If any rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

ARTICLE IV

Construction and Maintenance of Air Cargo Building

Section 4.01 - Construction of Air Cargo Building by Airline

AIRLINE shall be permitted to construct on the DEMISED PREMISES an air cargo building (which term as used herein, includes related cargo ramp aprons, facilities and fixtures necessary or incidental to normal operation of an air cargo building). For the purpose of this Section 4.01, construction of AIRLINE'S air cargo building on the DEMISED PREMISES may include construction by AIRLINE of connections with any taxiway.

service roadway, water line, sewer line, drainage ditch and utility lines serving the DEMISED PREMISES. All of the plans and specifications for AIRLINE'S construction hereunder shall be submitted to the Commissioner of Aviation and the Commissioner of Public Works for approval prior to the commencement of construction.

Section 4.02 - Construction, Maintenance and Repair by Airline -

In addition to the initial construction permitted in Section 4.01, above, AIRLINE may construct or install, at its own expense, any buildings, improvements, facilities and equipment, and any additions thereto, on the DEMISED PREMISES. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including the initial construction and any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Subject to the provisions of Section 4.01 and Article VIII hereof, AIRLINE shall keep and maintain all buildings, improvements and facilities and additions thereto, constructed or installed by AIRLINE on the DEMISED PREMISES in good condition and repair. No restrictions shall be placed on AIRLINE as to the architects, builders or contractors who may be employed by it in connection with construction, installation, alteration, repair or maintenance by AIRLINE on the DEMISED PREMISES. All buildings and permanent improvements constructed by

AIRLINE on the DEMISED PREMISES shall become the property of CITY upon completion of construction thereof.

Notwithstanding the foregoing, AIRLINE shall, after completion of the construction provided for by Section 4.01 hereof, keep the DEMISED PREMISES and all construction and installations made thereon in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

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.

Section 4.03 - Lighting - AIRLINE shall illuminate the apron in front of each building on the DEMISED PREMISES with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of such building and on the highest point of each smoke stack, pole, aerial and antenna on the DEMISED PREMISES. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at AIRLINE'S expense from dusk to dawn and during period of restricted visibility.

Section 4.04 - Covenant Against Liens - AIRLINE shall keep the DEMISED PREMISES and the buildings, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by 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

Section 4.03 - 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 Sections 4.02, 4.03 and 4.04 hereof 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 of employees of CITY, and CITY so states in its notice to AIRLINE, CITY may perform such obligation of AIRLINE at any time after the giving of such notice and charge to AIRLINE, and AIRLINE shall pay, as aforesaid, the cost and expense of such performance.

ARTICLE V

Performance by City

Section 5.01 - Facilities Furnished by City - In addition to the taxiways and roadways connections to be constructed by AIRLINE, CITY has constructed taxiways, roadways, water lines, sewer lines and drainage ditches serving the DEMISED PREMISES. AIRLINE is granted the right and privilege to use all of such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that AIRLINE shall be required to pay to CITY a reasonable charge for direct metered water supplied by CITY to:

AIRLINE through any such water line.

Section 5.02 - 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 (including the removal of snow, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, including roadways, apron and taxiways constructed by AIRLINE pursuant to Section 4.01 and located outside the DEMISED PREMISES) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by CITY serving the DEMISED PREMISES but located outside the DEMISED PREMISES.

Section 5.03 - Taxes on Demised Premises - AIRLINE shall pay any and all taxes or special assessments, if any, which may be levied or assessed upon the DEMISED PREMISES; or on any personal property or leasehold of AIRLINE located on the DEMISED PREMISES.

Section 5.04 - Exclusive Possession - CITY agrees that AIRLINE, performing its obligations hereunder, shall be entitled to and shall have the exclusive possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

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 operations at the AIRPORT and AIRLINE 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 AIRLINE'S cost of such performance, but AIRLINE shall not deduct any such cost from any amounts due hereunder or under any other agreement between AIRLINE and CITY relating to the AIRPORT unless at the time there are no Approved Revenue Bonds outstanding. 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.

ARTICLE VI

Rules and Regulations

AIRLINE shall observe and obey all rules and regulations governing the conduct and operation of the AIRPORT, promulgated from time to time by CITY, 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 Civil Aeronautics Administration or any other governmental authority having jurisdiction over operations at the Airport.

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 VII

Exercise 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.

ARTICLE VIII

Indemnity and Insurance

Section 8.01 - Liability Arising from Act of Airline - 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 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 or companies of sound and adequate financial responsibility, 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	\$ 100,000 per person
	\$ 1,000,000 per accident
Aircraft Property Damage Insurance	\$ 200,000 per accident
Comprehensive Public Liability Insurance	\$ 100,000 per person
	\$ 250,000 per accident
Comprehensive Property Damage Insurance	\$ 100,000 per accident

independent to any other agreement between AIRLINE and CITY, AIRLINE is complying with requirements identical with those of this Section, such compliance shall also serve as compliance with the requirements of this Section.

Section 8.02 - Insurance in Connection with Construction by Airline

AIRLINE shall, until the date of completion of AIRLINE'S air cargo building being constructed by AIRLINE, keep in force insurance issued by a responsible insurance company or companies, insuring CITY against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the DEMISED PREMISES in amounts of comprehensive insurance not less than those provided in Section 8.01 hereof, and insuring AIRLINE'S air cargo building during construction under completed builder's risk insurance, against fire, extended coverage, vandalism and sprinkler leakage in an amount equal to the full insurable value of such construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

Section 8.03 - Insurance of Air Cargo Building After Construction

AIRLINE shall obtain and keep in effect at all times during the term of this Agreement fire and extended coverage insurance upon air cargo building. The policy or policies of insurance acceptable to Comptroller shall be for not less than eighty per cent (80%) of the full insurable value of air cargo building and other improvements and proceeds therefrom shall be expended for the repair and restoration of said air cargo

building and other improvements which AIRLINE agrees it shall undertake to do as is further provided in Section 8.04 hereof.

Section 8.04 - Repair or Restoration of Air Cargo Building

If during the term hereof the air cargo building shall be destroyed or damaged in whole or in part by fire or other cause, AIRLINE shall promptly repair, replace and rebuild the same, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the air cargo building existing immediately prior to such occurrence. AIRLINE shall submit plans for such replacement or rebuilding to the Commissioner of Aviation and the Commissioner of Public Works for approval prior to the commencement of any construction. The period of time during which AIRLINE is repairing, restoring or rebuilding said air cargo building or other improvements subsequent to damage or destruction thereof by fire or otherwise, shall not be considered abandonment or non-use of the premises under the provisions of this agreement. AIRLINE shall continue to pay the ground rental hereunder during the period said air cargo building shall be damaged or destroyed.

ARTICLE IX

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 rentals due and to become due under the terms of the 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 IIRecovery of Possession by City

If AIRLINE shall vacate or abandon the DEMISED PREMISES or in case of the termination of this Lease, AIRLINE'S right to the possession of the DEMISED PREMISES shall terminate, with or without any further notice or demand whatsoever, and the mere retention of possession thereafter by AIRLINE shall constitute a forcible detainer of said premises, and upon the termination of AIRLINE'S right of possession, as aforesaid, AIRLINE agrees to surrender its possession of said premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of said premises whatsoever, and hereby grants to CITY full and free license to enter into and upon said premises, or any part thereof, to take possession thereof, as against AIRLINE and others claiming through it, with or without process of law, and to expel and remove AIRLINE and any other person claiming through it who may be occupying said premises, or any part thereof, and CITY may use such force in and about so expelling and removing AIRLINE and said other person as may reasonably be necessary, and CITY may, as against AIRLINE and others claiming through it, repossess itself of 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 rents due by virtue hereof, nor a waiver of any covenant, agreement or promise herein contained to be performed by AIRLINE.

AIRLINE hereby waives all notice of any election made by CITY under this Lease, 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 term of this Lease; provided, however, the foregoing shall not apply to any notice specifically required under the provisions of this Lease. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by AIRLINE or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given CITY, or as an election not to proceed under the provisions of this Lease.

The obligation of AIRLINE to pay the rent reserved hereby shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice by CITY 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, other than termination of this Lease, resulting in the termination of AIRLINE'S right to possession of the DEMISED PREMISES. CITY may collect and receive

any rent due from AIRLINE, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which CITY may have by virtue hereof.

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 Agency 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 Agency or other competent governmental 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, or to take prompt action 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.

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

Surrender of Possession

Upon termination of this Lease, AIRLINE shall surrender the DEMISED PREMISES, and the buildings and improvements situated thereon, if any, in good condition and repair, reasonable wear and tear excepted.

ARTICLE IIIAbatement on Account of Casualty

If due to damage or destruction by fire, other casualty, act of God or the public enemy, not due to any fault of AIRLINE, any of the facilities to be furnished by CITY as provided in Section 5.01 hereof (including the taxiway and roadway connections initially furnished by AIRLINE), shall be rendered unusable to such an extent as to substantially impair the ability of AIRLINE to conduct normal operations on the DEMISED PREMISES, then the rental payable hereunder by AIRLINE for the DEMISED PREMISES 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 facilities so damaged or destroyed, such rental shall thereafter abate in an amount directly proportional to the extent AIRLINE'S ability to conduct normal operations on the DEMISED PREMISES is impaired by such damage or destruction; provided, however, that if CITY fails to repair such damage or destruction so that AIRLINE'S ability to conduct normal operation on the DEMISED PREMISES is substantially impaired 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 facilities.

If due to damage or destruction of fire, other casualty, act of God or the public enemy affecting the AIRPORT, AIRLINE'S use of the AIRPORT in its conduct of an air transportation system shall be substantially affected, then, without any prejudice to any right of termination hereunder, AIRLINE shall have the right upon notice to CITY, to the abatement of a just proportion of the rental provided herein from the time of such notice until normal operations are permitted.

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 (45) 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 have repaired all damage resulting from such removal.

ARTICLE XV

Definitions

The specific terms used in this Lease shall have the same meanings as defined in the Airport Use Agreement entered into January 1, 1959

by and between CITY and AIRLINE covering AIRLINE'S operations at said AIRPORT.

ARTICLE XVI

Miscellaneous

Section 16.01 - Equality of Treatment - No rights or privileges with respect to or rentals for premises leased for air cargo purposes 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 - Effective Date of Lease - This Lease shall become effective upon approval of the plans and specifications as provided in Section 4.01 hereof. It is understood that if said plans and specifications are not submitted or approved prior to or within sixty (60) days after date of authorization of the City Council, this lease shall terminate.

Section 16.03 - Consents and Approvals - Consents and approvals by the Commissioner of Aviation and the Commissioner of Public Works, as the case may be, shall be in writing and shall not be arbitrarily nor capriciously withheld.

Section 16.04 - Notices - All notices to CITY provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago 2, Illinois, 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, Attention: Secretary, TRANS WORLD AIRLINES, INC., 605 THIRD AVE, New York ¹⁰, New York, 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 16.05 - 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 16.06 - Assignment or sublease - AIRLINE may assign this Lease and its 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 be further permitted to assign this Lease only to any wholly owned subsidiary corporation, and in such event, AIRLINE shall be permitted to exercise all of the rights granted to it hereunder as a sub-tenant of said wholly owned subsidiary corporation.

In the event of any assignment or sublease hereunder, AIRLINE shall remain primarily liable for the payment of rentals and other charges required hereunder.

Section 16.07 - 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 16.08 - 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 provisions of this Lease.

Section 16.09 - Successors and Assigns - All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 16.06 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 16.10 - 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 16.11 - Counterparts - This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

ARTICLE XVII

Option to Extend

CITY acknowledges that AIRLINE in moving to its new air cargo building in the DEMISED PREMISES will be making available for sublease its existing space in the Joint Air Cargo Building at said Airport which space is leased by AIRLINE for a term ending December 31, 1998. Therefore, CITY, as part of this Agreement of Lease, and

...consideration of the city ... consideration contained herein,
the receipt and adequacy will be ... acknowledged by CITY,
does hereby grant to AIRLINE in ... as CITY is able so to do the right
to extend this Agreement of Lease upon the same terms and conditions
including rental for a term commencing as of the expiration date specified
in Article II herein and expiring ... December 31, 1998.

AIRLINE shall indicate its intention to exercise its option to so
extend this Agreement of Lease by notice in writing to CITY given not
less than sixty (60) days prior to the expiration date of the initial term
granted herein as specified in the said Article II, and upon proper
approval by CITY this agreement of lease shall be so extended.

ARTICLE XVIII

Equal Opportunity

AIRLINE agrees that in performing under this agreement it shall
not discriminate against any worker, employee or applicant, or any
member of the public, because of race, creed, color or national origin.
Attention is called to the State Acts approved July 28, 1961, Ill. Rev.
Stat. 1961, Ch. 38, Section 13-1 to 13-4 inclusive; July 8, 1933, Ill.
Rev. Stat. 1961, Ch. 28, Secs. 17 to 24 inclusive; and July 21, 1961,
Ill. Rev. Stat. 1961, Ch. 48, Secs. 851 to 855 inclusive, and an
ordinance passed by the City Council of the City of Chicago, August 21,
1945, page 3377 of the Journal of the Proceedings.

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 Trans World Airlines, Inc., has caused this Lease to be executed
 on its behalf by its Vice - President and its corporate seal to be 253
Assistant
 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 [Signature]

Mayor

ATTEST:

[Signature]
 City Clerk

APPROVED:

[Signature]
 City Comptroller

APPROVED:

[Signature]
 Commissioner of Aviation

TRANS WORLD AIRLINES, INC.

[Signature]
 VICE PRESIDENT

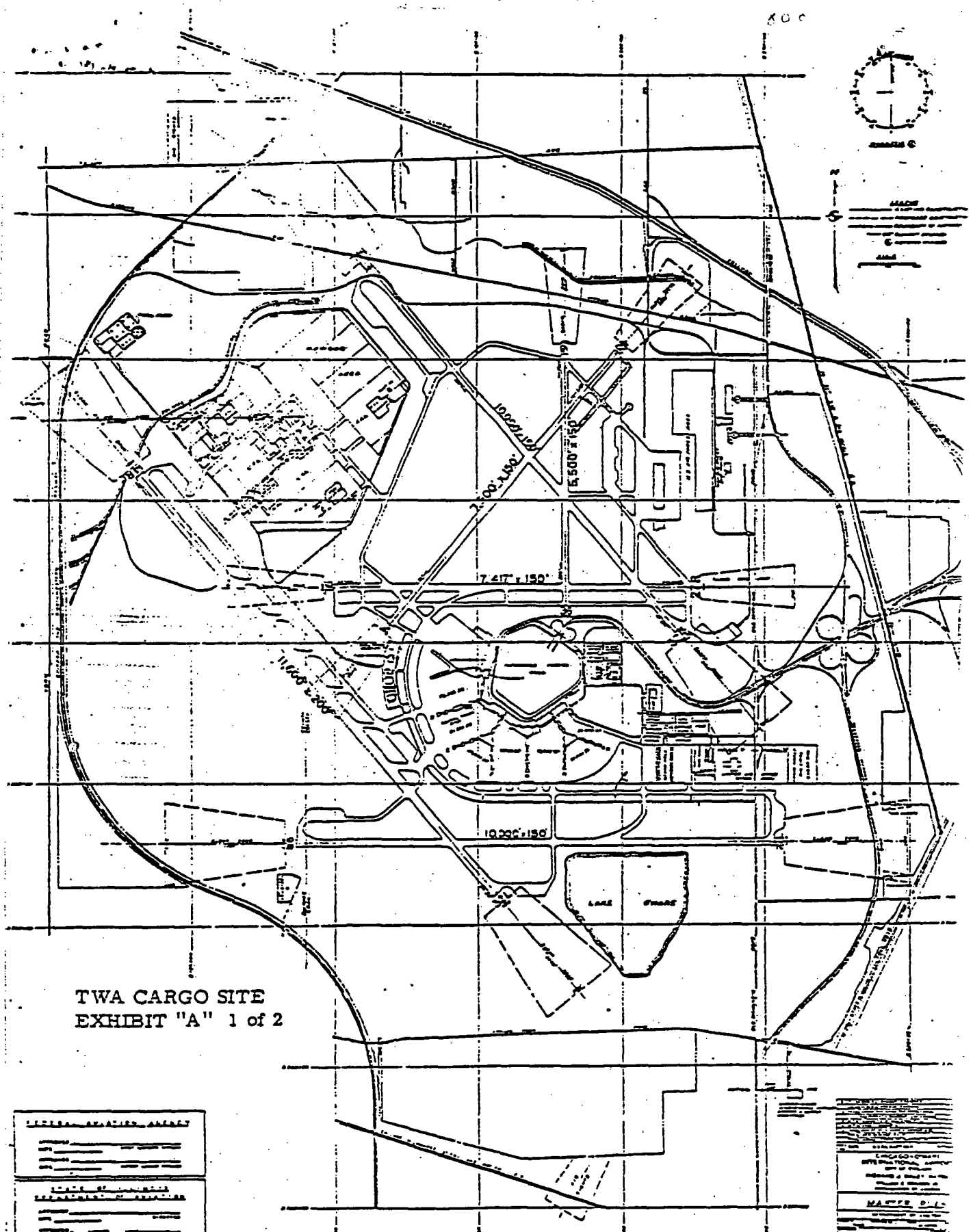
ATTEST:

[Signature]
 Secretary

APPROVED AS TO FORM AND LEGALITY:

[Signature]
 Assistant Corporation Counsel

July 27, 1983



FIRST
AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
TRANS-WORLD AIRLINES, INC.

AIRLINE

THIS AGREEMENT made and entered into, this 24th day
of August, A.D., 1978 by and between the CITY OF
CHICAGO, a municipal corporation of the State of Illinois, hereinafter
referred to as "CITY", and TRANS WORLD AIRLINES, INC., a
Delaware corporation qualified to do business in the State of Illinois, here-
inafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, CITY AND AIRLINE have heretofore entered into
an agreement under date of March 27, 1964, authorized by the City
Council on March 25, 1964 (C.J.P. pp. 2383 - 2389) hereinafter referred
to as "said agreement", in and by which CITY, among other provisions
granted to AIRLINE, certain privileges or premises to be occupied and
used for the purposes therein stated, located at Chicago-O'Hare
International Airport, in the City of Chicago, Counties of Cook and
DuPage, and State of Illinois; and

NOW, THEREFORE, CITY, in consideration of the provisions
and conditions set forth in said agreement, does hereby amend said
agreement, and AIRLINE hereby accepts said privileges or premises
therein set forth and upon the terms, conditions and provisions set
forth and stated therein (to which reference is hereby made, and which
the parties agree will be incorporated, and shall be considered to be

incorporated herein, by this reference there) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

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

1. The first paragraph appearing in Section 1.01 - Lease of Premises - Use of Demised Premises, of said agreement, reading as follows:

"Section 1.01 - Lease of Premises - Use of Demised Premises
CITY does hereby lease to AIRLINE, and AIRLINE does hereby lease from CITY a parcel of land comprised of eleven and seventy-sevenonehundredths (11.77) acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the 'DEMISED PREMISES') located at the Airport in the easterly portion of the Cargo Area and shown as outlined in 'Red' and described in Exhibit A attached hereto, together with the facilities, rights and privileges hereinafter described. "

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

Section 1.01 - Lease of Premises - Use of Demised Premises
CITY does hereby lease to AIRLINE, and AIRLINE does hereby lease from CITY an area of 12.00 acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "DEMISED PREMISES") located at the Airport in the easterly portion of the Cargo Area shown as outlined in "Red" and described in Exhibit A-1, attached hereto and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described. It is

and agreed that the north portion of the premises (41) by 714' and 95' (595) feet, totaling forty-eight thousand one hundred ninety-five (48,195) square feet (or 1.1084 acres) of the DEMISED PREMISES, shall be used only for the parking of automobiles of Airline's employees, agents, guests, patrons and invitees, and for no other purpose whatsoever. CITY shall have the right, at any time, to enter upon the area of aforesaid DEMISED PREMISES, to install, repair, maintain and replace any public utilities as may now traverse the DEMISED PREMISES and any future public utilities as may be necessary to be installed.

2. The first paragraph appearing in Article III - Rentals, of said agreement, reading as follows:

"As rental for the DEMISED PREMISES, and all of the rights granted hereunder, AIRLINE shall pay on or before the first day of each calendar month a monthly rental (hereinafter called 'ground rental') of One Thousand Nine Hundred Sixty-One and 67/100 Dollars (\$1,961.67). Said payments to be made in advance, commencing on the effective date of this lease as described in Section 16.02 hereof."

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

As rental for the DEMISED PREMISES, and all of the rights granted hereunder, AIRLINE shall pay on or before the first day of each calendar month a monthly rental (hereinafter called "ground rental") of Two Thousand and no/100 Dollars (\$2,000.00). Said payments are to be made in advance, commencing on the effective date of this lease.

3. Article XVIII - Equal Opportunity, of said agreement, reading as follows:

"AIRLINE agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color or national origin. Attention is called to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1961, Ch. 38, Section 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1961, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1961, Ch. 48, Secs. 851

to 866 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings. "

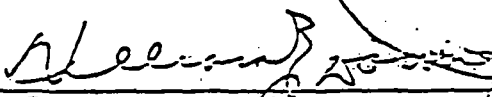
shall be and the same is hereby modified, changed and amended to read as follows:

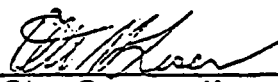
AIRLINE agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. AIRLINE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AIRLINE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. AIRLINE further agrees that this article will be incorporated by AIRLINE in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Publ. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1969, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1969, CH 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1969, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1969, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

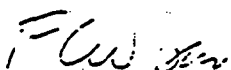
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO, a municipal corpor

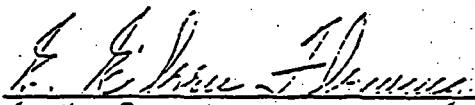
By: 
Commissioner of Aviation

By: 
City Comptroller

TRANS WORLD AIRLINES, INC.
a Delaware Corporation

By: 
President

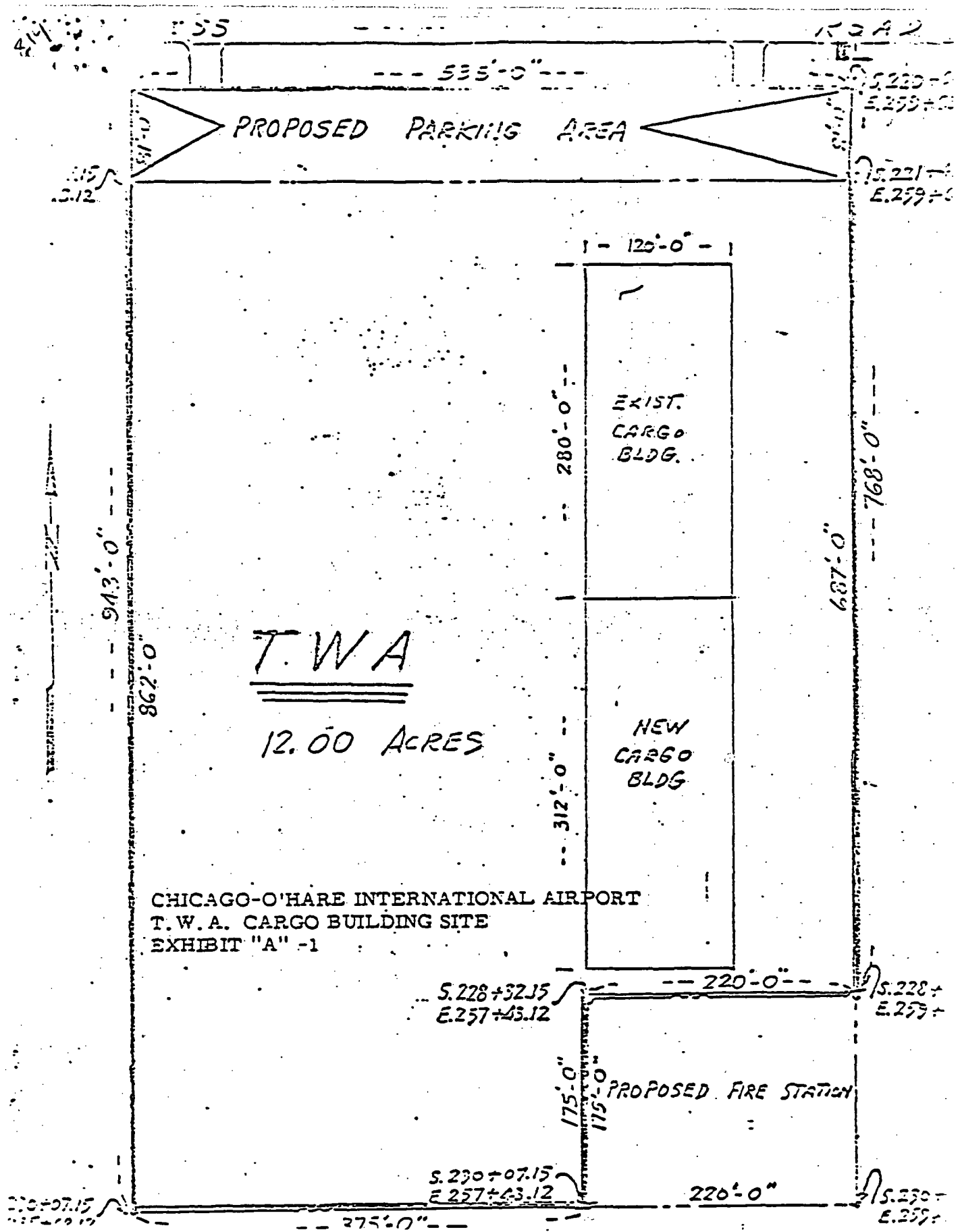
ATTEST:


Secretary

APPROVED AS TO FORM AND LEGALITY:



Assistant Corporation Counsel



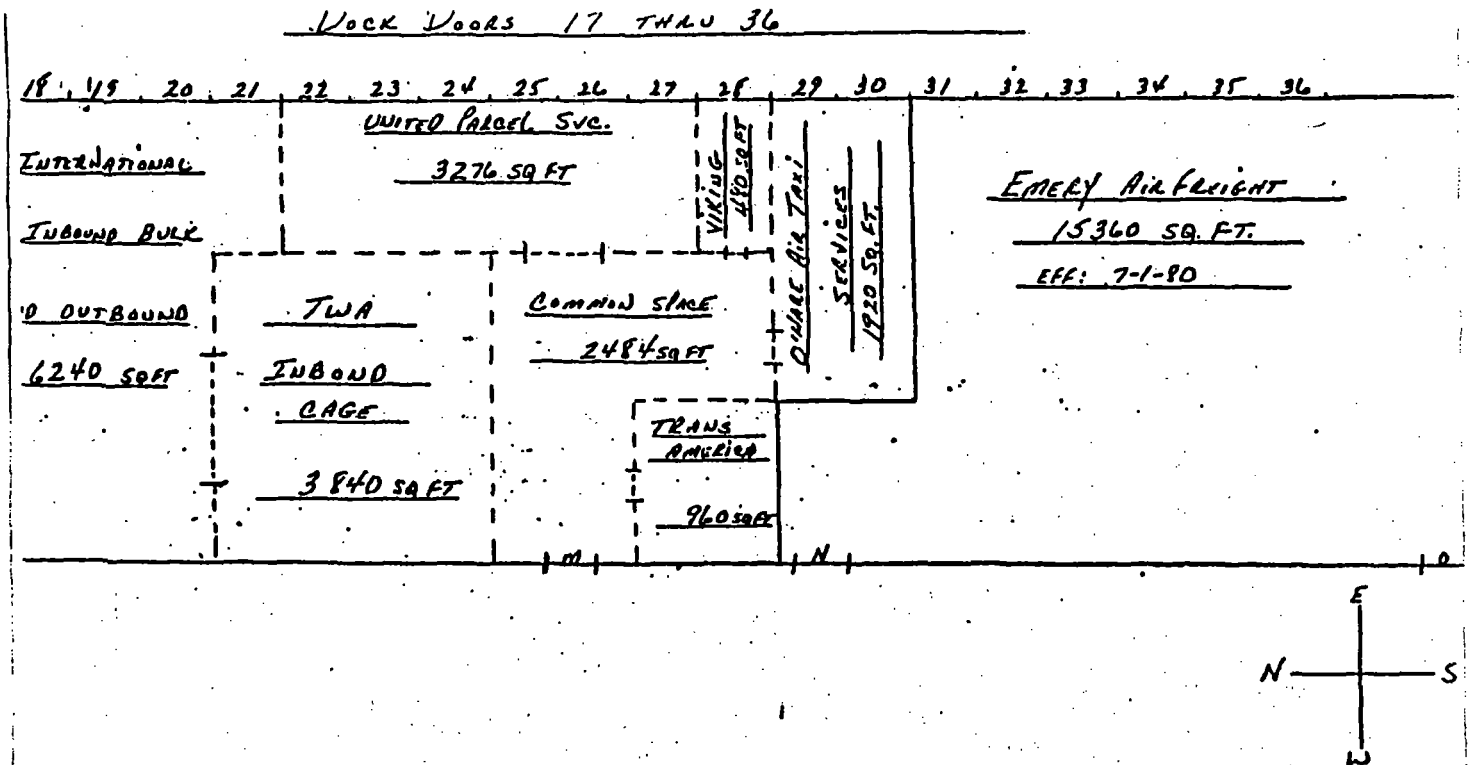


Exhibit B

O'Hare Int'l Cargo Terminal
ADDITION - TTL 34,560 SQ. FT.

RIDER

The following shall constitute a part of the sublease agreement between O'Hare Air Terminal Inc. and TWA dated March 29, 1982, concerning certain premises at Chicago-O'Hare International Airport.

SUBLESSEE agrees that it shall keep and maintain records to all landings made at Chicago-O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs, in form as approved by the Comptroller of the City of Chicago (Room 501 - City Hall, 121 N. La Salle Street, Chicago, Illinois 60602) and shall remit directly to Comptroller, with itemized report of landings, copy of which shall go to the Commissioner of Aviation (Room 1111 - City Hall), on or before the 15th day of the month following, payment for all such landings made during the preceding month, or portion thereof.

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

Since the Chicago-O'Hare International Airport landing fee is subject to change every calendar half-year, the Commissioner shall advise SUBLESSEE 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.

SUBLESSEE also agrees that it shall keep and maintain records of all of its own cargo operations at Chicago-O'Hare International Airport or of any cargo operations SUBLESSEE may handle for others, on separate forms as approved by the Commissioner of Aviation and available at the City Administrative Office in the Terminal Complex.

SUBLESSEE shall forward copies of these forms directly to the City Office, with another a copy of each being sent to the Commissioner of Aviation (Room 1111 - City Hall) on or before the 15th day of the month following detailing all cargo operations during the preceding month, or portion thereof.

SUBLESSEE:

O'Hare Air Terminal Inc.
By George Klein President

ATTEST:

By Jean A. Lavin, Secretary

ATTEST:

By N. S. Halachy
ASSISTANT SECRETARY

LESSEE:

By W. K. Kunkin TWA
VICE PRESIDENT

SUBLEASE AGREEMENT

This Agreement made this day of , 1981,
by and between TRANS WORLD AIRLINES, INC. ("Sublessor"), and
TRANSAMERICA AIRLINES, INC. ("Sublessee").

W I T N E S S E T H

WHEREAS, Sublessor leases certain premises, including improvements thereon, at O'Hare International Airport, Chicago, Illinois ("ORD") from the City of Chicago ("Main Lessor") under an agreement dated March 27, 1964, as amended by an agreement dated August 24, 1970, a copy being identified as Exhibit A attached hereto and made a part hereof (collectively known as the "Main Lease"); and

WHEREAS, Sublessee desires to sublease from Sublessor, and Sublessor is willing to sublease to Sublessee, a portion of said premises and provide services related thereto to Sublessee subject to the terms and conditions of this sublease agreement ("Sublease");

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, Sublessor and Sublessee hereby agree as follows:

1. Sublessor subleases to Sublessee the following described premises located in Sublessor's air cargo terminal, North Building:

A. Approximately Nine Hundred Sixty (960) square feet of ground floor space for Sublessee's exclusive use, as more particularly described on Exhibit B hereto attached (the "Exclusive Space"),

B. Approximately Two Thousand Four Hundred and Eighty Four (2,484) square feet of ground floor space for Sublessee's non-exclusive use, in common with others, as more particularly described on Exhibit B hereto attached (the "Common Space"); both of which are hereinafter collectively referred to as "Subleased Premises".

2. This Sublease shall commence on July 1, 1981, and shall continue in effect from month to month thereafter until terminated by either party giving to the other not less than thirty (30) days advance written notice. If the Main Lease should expire or is terminated for any reason, this Sublease shall automatically terminate concurrently therewith.

3. This Sublease is in all respects subject and subordinate to the provisions of the Main Lease. All references herein to the Main Lease shall be deemed to include any and all modifications and amendments thereto of which Sublessee has knowledge.

4. Notwithstanding anything to the contrary contained herein, whether express or implied, it is understood and agreed that Sublessor is not granting or purporting to grant, and that Sublessee is not receiving and does not claim to have or hold, any estate, right, privilege or interest in or to the Subleased Premises except such as is permitted or authorized under the terms of the Main Lease. With respect to the Subleased Premises and this Sublease, and except where clearly repugnant or inapplicable to the context of the Main Lease, (a) Sublessee shall observe and be bound by, and shall assume and perform all the obligations of Sublessor under all the provisions

of the Main Lease, and (b) Sublessor shall have the same rights, privileges and remedies as the Main Lessor under the Main Lease. Wherever in the Main Lease the consent or approval of the Main Lessor is required as to any action desired to be taken by Sublessee, the consent or approval of Sublessor shall also be required. Sublessee shall not do or suffer to be done on or in connection with the Subleased Premises any act or thing which would contravene the terms of the Main Lease. In the event of any conflict between the terms of this Sublease and the terms of the Main Lease, the terms of the latter shall govern.

5. Sublessee agrees to pay Sublessor One Thousand One Hundred Dollars (\$1,100.00) each month in advance on the first day of each calendar month during the term of this Sublease. Payments for a partial month that may occur at the commencement or termination of the Sublease shall be prorated on the basis of the number of days in that entire month. Payments shall be made by Sublessee without demand by or receipt of an invoice from Sublessor. Sublessee further agrees that upon expiration or termination of this Sublease, Sublessee shall, at its expense, restore the Subleased Premises to the condition in which they were received by Sublessee, reasonable wear and tear and loss by fire excepted, unless Sublessor shall agree in writing to waive restoration in whole or in part.

6. Sublessee's use of the Subleased Premises shall be for the purpose of receiving, storing, sorting and delivering parcels and other merchandise, and loading and parking vehicles and other equipment used by Sublessee in conducting its business operations, and for no other purpose whatsoever.

7. Sublessee, its officers, employees, agents, customers, contractors, subcontractors, licensees, invitees, assignees, sublessees, and suppliers shall be bound by and observe all rules and regulations promulgated under the Main Lease or made by Sublessor's General Manager - Cargo Sales and Services at ORD governing the use and occupancy of the Subleased Premises (including but not limited to, action to conserve heat and electricity and control of passenger vehicular traffic ingress/egress), provided, however, that no such rule or regulation shall conflict with any matter specifically set forth in this Sublease. Sublessee's use of the Common Space shall be subject to such non-discriminatory rules and regulations as may from time to time be adopted by Sublessor.

8. Sublessee agrees to accept the Subleased Premises in an "as is" condition and to keep and maintain the space in good condition. Sublessee shall, at its sole expense and liability to construct a security cage around the Exclusive Space, which construction shall conform to Sublessor's security restrictions. Sublessee shall bear the sole expense of any alterations, additions or improvements and of any future repairs to the Subleased Premises during the duration of the Sublease. Sublessee shall not make any alterations, additions or improvements to the Subleased Premises without prior written consent of Sublessor in each instance. Sublessor makes no representation that the presently existing facilities comply with the Occupational Safety and Health Act.

9. TWA shall furnish heat, light and electricity, from and to the extent capable, using facilities and fixtures presently

installed in the Subleased Premises. In the event that Sublessee should require further or additional utilities, facilities or fixtures, the costs of obtaining, installing, and maintaining the same shall be solely borne by Sublessee. Sublessee shall provide at its sole cost and expense all other utilities and building services required in connection with the use and occupancy of the Subleased Premises. Sublessee shall provide its own trash receptacle, shall station said receptacle at a location to be designated by Sublessor, and shall bear all costs pertaining to trash removal unless otherwise agreed upon by Sublessor and Sublessee. Sublessee shall obtain at Sublessee's sole cost and expense usual janitorial services to maintain the Subleased Premises in a clean, neat, orderly and presentable appearance.

10. The costs of installation and the use of any and all communications equipment shall be borne by Sublessee, and Sublessee shall be solely responsible for complying with any and all relevant regulations of the Federal Aviation Administration, the Federal Communications Commission and any other relevant governmental authority concerning the installation and use of such communications equipment.

and Main Lessor

11. Sublessor shall not be liable to Sublessee or any other person or entity for or on account of any injury or damage of any kind whatsoever to persons or property occasioned in or about the Subleased Premises, or resulting from any patent or latent defect, structural or otherwise, in the construction, condition or present or future lack of repair of the Subleased Premises or of the building,

the wiring, equipment or apparatus therein or thereof, the plumbing, gas, water, steam or other pipes or sewage or of any act, omission, or neglect of any other occupant of the building.

12. Notwithstanding anything to the contrary herein contained, it is expressly agreed that Sublessor shall be released from its obligations hereunder in the event and to the extent that performance is delayed or prevented by any cause reasonably beyond its control, including, without limitation, acts of God, public enemies, wars, insurrection, or acts or orders of governmental authorities, or by fire, flood, explosion, riots, or strikes; provided however, that nothing herein contained shall require Sublessor to accede to demands of labor unions or to demands of its employees which it considers unreasonable.

13. Sublessee shall assume full responsibility for any act or omission in or about the Subleased Premises. Sublessee shall defend, indemnify and hold harmless Sublessor, the Main Lessor, and its or their employees and agents from and against any and all losses, claims, suits, damages, costs, expenses and liabilities attributable to any act or omission of Sublessee, its officers, employees, agents, customers, contractors, subcontractors, licensees, invitees, assignees, sublessees, and suppliers in the use or occupancy of the Subleased Premises.

14. Sublessee shall defend, indemnify and hold harmless Sublessor and the Main Lessor from and against any taxes, assessments, liens of any kind, surcharges, etc., levied by any governmental agency or through any procedure of law in connection with the occupancy and

use of the Subleased Premises by Sublessee or with Sublessee's business operations or equipment in the Subleased Premises.

15. No waiver of, or election by Sublessor to disregard, a default on the part of Sublessee shall act to prohibit Sublessor from exercising its rights under this Sublease in the event of subsequent or continuing defaults by Sublessee. No termination of this Sublease shall affect any rights or obligations accrued as of the date of such termination.

16. Sublessee shall promptly surrender and vacate the Subleased Premises upon the termination of this Sublease. Personal property of Sublessee left in or about the Subleased Premises upon the termination of this Sublease shall be deemed abandoned and Sublessor shall have the right to use or dispose of such property as it sees fit.

17. All notices to Sublessor hereunder shall be in writing and sent by certified mail, postage prepaid, addressed to Secretary, TWA, 605 Third Avenue, New York, New York 10158, with a duplicate copy similarly mailed addressed to General Manager - Cargo Sales and Services, TWA, O'Hare International Airport, P.O. Box 66074, Chicago, Illinois 60666, or to such other address as TWA may designate from time to time. All notices to Sublessee hereunder shall be in writing and sent by certified mail, postage prepaid, addressed to Transamerica Airlines, Inc., P. O. Box 2504, Oakland International Airport, Oakland, California 94614 or to such other address as Sublessee may designate from time to time by notice in writing to Sublessor.

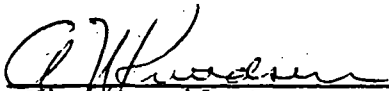
All notices mailed in accordance with the above shall be deemed given upon receipt.

18. Sublessee shall not assign this Sublease and its rights hereunder, in whole or in part, or sublease, or permit others to use, in whole or in part, the Subleased Premises without the prior written consent in each instance of Sublessor and the Main Lessor.

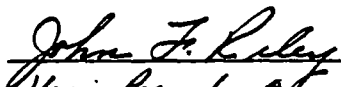
19. This Sublease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois, and is subject to the approval of the Main Lessor. If the Main Lessor should refuse to give its approval, the provisions of the Sublease shall terminate and from and after the date of termination no further liabilities will accrue between the parties, except that such termination shall not affect liabilities accrued prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed as of the day and year first above written.

TRANS WORLD AIRLINES, INC.

By 
Vice President

TRANSAMERICA AIRLINES, INC.

By 
Vice President

CONSENT TO SUBLEASE

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed _____
(C.J.P. _____).

CITY OF CHICAGO

By _____
Commissioner of Aviation

By _____
City Comptroller

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

CARGO BUILDING SITE LEASE

THIS LEASE, made and entered into as of this _____ day of _____, 1984, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as "CITY"), and TRANS WORLD AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "AIRLINE").

WITNESSETH:

WHEREAS, CITY owns and operates the airport known as Chicago-O'Hare International Airport (a plat of said airport being attached hereto as Exhibit A and made a part hereof) 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 and AIRLINE have entered into an agreement as of January 1, 1959, entitled and hereinafter referred to as the Airport Use Agreement; and

EXHIBIT "A"

WHEREAS, AIRLINE is engaged in the business of air transportation and desires to lease certain premises and facilities and to obtain certain rights and privileges with respect thereto and to the use of the AIRPORT upon the terms and conditions hereinafter provided; and

WHEREAS, CITY is willing to lease to AIRLINE such premises and facilities, and to grant to AIRLINE such rights and privileges, upon the terms and conditions hereinafter provided;

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 of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

ARTICLE I

Premises

Section 1.01 - Lease of Premises - Use of Demised Premises

CITY does hereby lease to AIRLINE, and AIRLINE does hereby lease from CITY a parcel of land comprised of eleven and seventy-seven one hundredths, (11.77) acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "DEMISED PREMISES") located at the AIRPORT in the easterly portion of the Cargo Area and shown as outlined in "Red" and described in Exhibit A attached hereto, together with the facilities, rights and privileges hereinafter described.

Section 1.02 - Ingress and Egress - Right to Connect Utilities

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 demised premises for its employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property, including the right to construct, install, maintain, use and operate facilities and equipment on the AIRPORT for the purpose of connecting the DEMISED PREMISES with taxiways, service roadways, water lines, sewer lines, drainage ditches and utility lines serving the DEMISED PREMISES, any such connection to be at a point and over a route approved by the Commissioner of Aviation and the Commissioner of Public Works. AIRLINE shall pay all charges for electric power furnished to the DEMISED PREMISES. 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, 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 property, cargo or mail in connection with AIRLINE'S business or exercising any right or privilege granted by CITY hereunder. The foregoing shall not preclude CITY or its concessionaires from making

AIRLINE is hereby granted the exclusive use of the DEMISED PREMISES, subject to the terms and provisions hereof and to the rules and regulations promulgated by CITY in accordance with Article VI hereof for any and all purposes reasonably necessary or convenient in connection with the conduct by AIRLINE of air transportation,

including, without limitation, the following:

- (a) the receiving, delivering, dispatching, processing, handling and storing air cargo, express, mail and other property;
- (b) the loading and unloading upon the DEMISED PREMISES of property, cargo and mail upon or from aircraft (including exclusive freight or cargo flights) by such means as may be necessary or convenient, and the exercise of all rights and privileges upon and with respect to the DEMISED PREMISES which are granted to AIRLINE under the Airport Use Agreement on and with respect to the cargo ramp areas at the AIRPORT available for common use, but any such exercise shall be free of any charge for parking of aircraft;
- (c) the loading, unloading and parking of automobiles and trucks, provided that any parking lot shall be operated without charge for use only by employees of AIRLINE and by invitees of AIRLINE having business at said premises; and
- (d) the maintenance and operation of building's facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;

provided, however, that the foregoing shall not permit the conduct by AIRLINE of any business separate from its operation of an air transportation system; and further provided, that the rights conferred under this Article I may be exercised by AIRLINE alone or in conjunction with other Airline Parties, directly or through another designated by it or them.

and collecting a charge for the use of public auto and parking areas, sightseeing facilities or ground transportation to or from the AIRPORT furnished by CITY or its concessionaires, or prevent CITY from imposing any sales, occupation or other taxes provided by law, permit or license 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 1.03 - Use of Premises on Behalf of or by Others -

Any of the premises leased to AIRLINE under this Article I 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 addition, AIRLINE is hereby permitted to sublease any portion of the DEMISED PREMISES to any agency, division or department of the Federal Government. 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 in accordance with the foregoing provisions, AIRLINE shall remain liable for its obligations hereunder and the rights and privileges granted hereunder to AIRLINE, its employees, agents, guests, patrons and invitees and its or their suppliers of materials and furnishers of service shall be granted with respect to such premises (except as may be otherwise provided in any such sublease) to such other Airline Party or Parties or sublessee or sublessees, as the case may be, and it or their employees, agents, guests, patrons, invitees, suppliers of materials and furnishers of service.

Notwithstanding the foregoing provisions of this Section 1.03, no use of any of the premises leased to AIRLINE under this Article I 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, 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 sublessee of an amount greater than AIRLINE'S expenses with respect to the premises, facilities and services used by, furnished to or subleased to such other Airline Party or sublessee.

ARTICLE II

Term

This Lease shall be for a term of twenty (20) years commencing on the 8th day of Mar., 1963, and unless earlier terminated or extended as provided herein, expiring on the 7th day of May, 1983.

ARTICLE III

Rentals

As rental for the DEMISED PREMISES, and all of the rights granted hereunder, AIRLINE shall pay on or before the first day of each calendar month a monthly rental (hereinafter called "ground rental") of One Thousand Nine Hundred Sixty-one and 67/100 Dollars (\$1,961.67). Said payments to be made in advance, commencing on the effective date of this lease as described in Section 16.02 hereof.

The ground rental shall be payable at the office of the City Comptroller. Any rental payable by AIRLINE hereunder which is not paid when due shall bear interest at the rate of seven per cent (7%) per annum from the due date thereof until paid. If any rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

ARTICLE IV

Construction and Maintenance of Air Cargo Building

Section 4.01 - Construction of Air Cargo Building by Airline

AIRLINE shall be permitted to construct on the DEMISED PREMISES an air cargo building (which term as used herein, includes related cargo ramp aprons, facilities and fixtures necessary or incidental to normal operation of an air cargo building). For the purpose of this Section 4.01, construction of AIRLINE'S air cargo building on the DEMISED PREMISES may include construction by AIRLINE of connections with any taxiway,

service roadway, curbs, sewer line, drainage ditch and utility lines serving the DEMISED PREMISES. All of the plans and specifications for AIRLINE'S construction hereunder shall be submitted to the Commissioner of Aviation and the Commissioner of Public Works for approval prior to the commencement of construction.

Section 4.02 - Construction, Maintenance and Repair by Airline -

In addition to the initial construction permitted in Section 4.01, above, AIRLINE may construct or install, at its own expense, any buildings, improvements, facilities and equipment, and any additions thereto, on the DEMISED PREMISES. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any such proposed construction or installation (including the initial construction and any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of construction or installation. Subject to the provisions of Section 4.01 and Article VIII hereof, AIRLINE shall keep and maintain all buildings, improvements and facilities and additions thereto, constructed or installed by AIRLINE on the DEMISED PREMISES in good condition and repair. No restrictions shall be placed on AIRLINE as to the architects, builders or contractors who may be employed by it in connection with construction, installation, alteration, repair or maintenance by AIRLINE on the DEMISED PREMISES. All buildings and permanent improvements constructed by

AIRLINE on the DEMISED PREMISES shall become the property of CITY upon completion of construction thereof.

Notwithstanding the foregoing, AIRLINE shall, after completion of the construction provided for by Section 4.01 hereof, keep the DEMISED PREMISES and all construction and installations made thereon in a sanitary and sightly condition, and shall comply with all health and safety requirements applicable thereto.

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.

Section 4.03 - Lighting - AIRLINE shall illuminate the apron in front of each building on the DEMISED PREMISES with flood lights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of such building and on the highest point of each smoke stack, pole, aerial and antenna on the DEMISED PREMISES.

The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at AIRLINE'S expense from dusk to dawn and during period of restricted visibility.

Section 4.04 - Covenant Against Liens - AIRLINE shall keep the DEMISED PREMISES and the buildings, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by AIRLINE; provided, however, that AIRLINE may in good faith contest the validity of any

Men.

Section 4.03 - Performance by City upon Failure of Airline

Section 4.03 - 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 Sections 4.02, 4.03 and 4.04 hereof 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 of employees of CITY, and CITY so states in its notice to AIRLINE, CITY may perform such obligation of AIRLINE at any time after the giving of such notice and charge to AIRLINE, and AIRLINE shall pay, as aforesaid, the cost and expense of such performance.

ARTICLE V

Performance by City

Section 5.01 - Facilities Furnished by City - In addition to the taxiways and roadways connections to be constructed by AIRLINE, CITY has constructed taxiways, roadways, water lines, sewer lines and drainage ditches serving the DEMISED PREMISES. AIRLINE is granted the right and privilege to use all of such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that AIRLINE shall be required to pay to CITY a reasonable charge for direct metered water supplied by CITY to:

AIRLINE through any such water line.

Section 5.02 - 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 (including the removal of snow, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, including roadways, apron and taxiways constructed by AIRLINE pursuant to Section 4.01 and located outside the DEMISED PREMISES) all taxiways, connections therefrom, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by CITY serving the DEMISED PREMISES but located outside the DEMISED PREMISES.

Section 5.03 - Taxes on Demised Premises - AIRLINE shall pay any and all taxes or special assessments, if any, which may be levied or assessed upon the DEMISED PREMISES; or on any personal property or leasehold of AIRLINE located on the DEMISED PREMISES.

Section 5.04 - Exclusive Possession - CITY agrees that AIRLINE, performing its obligations hereunder, shall be entitled to and shall have the exclusive possession and enjoyment of the premises, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

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 operations at the AIRPORT and AIRLINE 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 AIRLINE'S cost of such performance, but AIRLINE shall not deduct any such cost from any amounts due hereunder or under any other agreement between AIRLINE and CITY relating to the AIRPORT unless at the time there are no Approved Revenue Bonds outstanding. 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.

ARTICLE VI

Rules and Regulations

AIRLINE shall observe and obey all rules and regulations governing the conduct and operation of the AIRPORT, promulgated from time to time by CITY, 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 Civil Aeronautics Administration or any other governmental authority having jurisdiction over operations at the Airport.

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 VII

Exercise 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.

ARTICLE VIII

Indemnity and Insurance

Section 8.01 - Liability Arising from Act of Airline - 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 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 or companies of sound and adequate financial responsibility, 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	\$ 100,000 per person \$ 1,000,000 per accident
Aircraft Property Damage Insurance	\$ 200,000 per accident
Comprehensive Public Liability Insurance	\$ 100,000 per person \$ 250,000 per accident
Comprehensive Property Damage Insurance	\$ 100,000 per accident

in pursuant to any other agreement between AIRLINE and CITY, AIRLINE is complying with requirements identical with those of this Section, such compliance shall also serve as compliance with the requirements of this Section.

Section 8.02 - Insurance in Connection with Construction by Airline

AIRLINE shall, until the date of completion of AIRLINE'S air cargo building being constructed by AIRLINE, keep in force insurance issued by a responsible insurance company or companies, insuring CITY against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the DEMISED PREMISES in amounts of comprehensive insurance not less than those provided in Section 8.01 hereof, and insuring AIRLINE'S air cargo building during construction under completed builder's risk insurance, against fire, extended coverage, vandalism and sprinkler leakage in an amount equal to the full insurable value of such construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

Section 8.03 - Insurance of Air Cargo Building After Construction

AIRLINE shall obtain and keep in effect at all times during the term of this Agreement fire and extended coverage insurance upon air cargo building. The policy or policies of insurance acceptable to Comptroller shall be for not less than eighty per cent (80%) of the full insurable value of air cargo building and other improvements and proceeds therefrom shall be expended for the repair and restoration of said air cargo

building and other improvements which AIRLINE agrees it shall undertake to do as is further provided in Section 8.04 hereof.

Section 8.04 - Repair or Restoration of Air Cargo Building

If during the term hereof the air cargo building shall be destroyed or damaged in whole or in part by fire or other cause, AIRLINE shall promptly repair, replace and rebuild the same, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the air cargo building existing immediately prior to such occurrence. AIRLINE shall submit plans for such replacement or rebuilding to the Commissioner of Aviation and the Commissioner of Public Works for approval prior to the commencement of any construction. The period of time during which AIRLINE is repairing, restoring or rebuilding said air cargo building or other improvements subsequent to damage or destruction thereof by fire or otherwise, shall not be considered abandonment or non-use of the premises under the provisions of this agreement. AIRLINE shall continue to pay the ground rental hereunder during the period said air cargo building shall be damaged or destroyed.

ARTICLE IX

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 rentals due and to become due under the terms of the 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 IIRecovery of Possession by City

IF AIRLINE shall vacate or abandon the DEMISED PREMISES or in case of the termination of this Lease, AIRLINE'S right to the possession of the DEMISED PREMISES shall terminate, with or without any further notice or demand whatsoever, and the mere retention of possession thereafter by AIRLINE shall constitute a forcible detainer of said premises, and upon the termination of AIRLINE'S right of possession, as aforesaid, AIRLINE agrees to surrender its possession of said premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of said premises whatsoever, and hereby grants to CITY full and free license to enter into and upon said premises, or any part thereof, to take possession thereof, as against AIRLINE and others claiming through it, with or without process of law, and to expel and remove AIRLINE and any other person claiming through it who may be occupying said premises, or any part thereof, and CITY may use such force in and about so expelling and removing AIRLINE and said other person as may reasonably be necessary, and CITY may, as against AIRLINE and others claiming through it, repossess itself of 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 rents due by virtue hereof, nor a waiver of any covenant, agreement or promise herein contained to be performed by AIRLINE.

AIRLINE hereby waives all notice of any election made by CITY under this Lease, 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 term of this Lease; provided, however, the foregoing shall not apply to any notice specifically required under the provisions of this Lease. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by AIRLINE or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given CITY, or as an election not to proceed under the provisions of this Lease.

The obligation of AIRLINE to pay the rent reserved hereby shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice by CITY 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, other than termination of this Lease, resulting in the termination of AIRLINE'S right to possession of the DEMISED PREMISES. CITY may collect and receive

any rent due from AIRLINE, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which CITY may have by virtue hereof.

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 Agency 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 Agency or other competent governmental 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, or to take prompt action 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.

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

Surrender of Possession

Upon termination of this Lease, AIRLINE shall surrender the DEMISED PREMISES, and the buildings and improvements situated thereon, if any, in good condition and repair, reasonable wear and tear excepted.

ARTICLE IIIAbatement on Account of Casualty

If due to damage or destruction by fire, other casualty, act of God or the public enemy, not due to any fault of AIRLINE, any of the facilities to be furnished by CITY as provided in Section 5.01 hereof (including the taxiway and roadway connections initially furnished by AIRLINE), shall be rendered unusable to such an extent as to substantially impair the ability of AIRLINE to conduct normal operations on the DEMISED PREMISES, then the rental payable hereunder by AIRLINE for the DEMISED PREMISES 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 facilities so damaged or destroyed, such rental shall thereafter abate in an amount directly proportional to the extent AIRLINE'S ability to conduct normal operations on the DEMISED PREMISES is impaired by such damage or destruction; provided, however, that if CITY fails to repair such damage or destruction so that AIRLINE'S ability to conduct normal operation on the DEMISED PREMISES is substantially impaired 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 facilities.

If due to damage or destruction by fire, other casualty, act of God or the public enemy affecting the AIRPORT, AIRLINE'S use of the AIRPORT in its conduct of an air transportation system shall be substantially affected, then, without any prejudice to any right of termination hereunder, AIRLINE shall have the right upon notice to CITY, to the abatement of a just proportion of the rental provided herein from the time of such notice until normal operations are permitted.

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 (45) 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 have repaired all damage resulting from such removal.

ARTICLE XV

Definitions

The specific terms used in this Lease shall have the same meanings as defined in the Airport Use Agreement entered into January 1, 1959

by and between CITY and AIRLINE covering AIRLINE'S operations at said AIRPORT.

ARTICLE XVI

Miscellaneous

Section 16.01 - Equality of Treatment - No rights or privileges with respect to or rentals for premises leased for air cargo purposes 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 - Effective Date of Lease - This Lease shall become effective upon approval of the plans and specifications as provided in Section 4.01 hereof. It is understood that if said plans and specifications are not submitted or approved prior to or within sixty (60) days after date of authorization of the City Council, this lease shall terminate.

Section 16.03 - Consents and Approvals - Consents and approvals by the Commissioner of Aviation and the Commissioner of Public Works, as the case may be, shall be in writing and shall not be arbitrarily nor capriciously withheld.

Section 16.04 - Notices - All notices to CITY provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago 2, Illinois, 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, Attention: Secretary, TRANS WORLD AIRLINES, INC., 605 THIRD AVE, New York ¹⁰, New York, 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 16.05 - 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 16.06 - Assignment or sublease - AIRLINE may assign this Lease and its 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 be further permitted to assign this Lease only to any wholly owned subsidiary corporation, and in such event, AIRLINE shall be permitted to exercise all of the rights granted to it hereunder as a sub-tenant of said wholly owned subsidiary corporation.

In the event of any assignment or sublease hereunder, AIRLINE shall remain primarily liable for the payment of rentals and other charges required hereunder.

Section 16.07 - 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 16.08 - 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 provisions of this Lease.

Section 16.09 - Successors and Assigns - All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 16.06 hereof, inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 16.10 - 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 16.11 - Counterparts - This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

ARTICLE XVII

Option to Extend

CITY acknowledges that AIRLINE in moving to its new air cargo building in the DEMISED PREMISES will be making available for sublease its existing space in the Joint Air Cargo Building at said Airport which space is leased by AIRLINE for a term ending December 31, 1998. Therefore, CITY, as part of this Agreement of Lease, and

... consideration of the entire ... consideration contained herein,
... receipt and adequacy will ... be acknowledged by CITY,
... hereby grant to AIRLINE in ... as CITY is able so to do the right
to extend this Agreement of Lease upon the same terms and conditions
including rental for a term commencing as of the expiration date specified
in Article II herein and expiring ... December 31, 1998.

AIRLINE shall indicate its intention to exercise its option to so
extend this Agreement of Lease by notice in writing to CITY given not
less than sixty (60) days prior to the expiration date of the initial term
granted herein as specified in the said Article II, and upon proper
approval by CITY this agreement of lease shall be so extended.

ARTICLE XVIII

Equal Opportunity

AIRLINE agrees that in performing under this agreement it shall
not discriminate against any worker, employee or applicant, or any
member of the public, because of race, creed, color or national origin.
Attention is called to the State Acts approved July 28, 1961, Ill. Rev.
Stat. 1961, Ch. 33, Section 13-1 to 13-4 inclusive; July 8, 1933, Ill.
Rev. Stat. 1961, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961,
Ill. Rev. Stat. 1961, Ch. 48, Secs. 851 to 865 inclusive, and an
ordinance passed by the City Council of the City of Chicago, August 21,
1945, page 9377 of the Journal of the Proceedings.

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 Trans World Airlines, Inc., has caused this Lease to be executed
 on its behalf by its Vice - President and its corporate seal to be Assistat
 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 Richard J. Daley
Mayor

ATTEST:

Edna C. Hansen
 City Clerk

APPROVED:

Edna C. Hansen
 City Comptroller

APPROVED:

Edna C. Hansen
 Commissioner of Aviation

TRANS WORLD AIRLINES, INC.

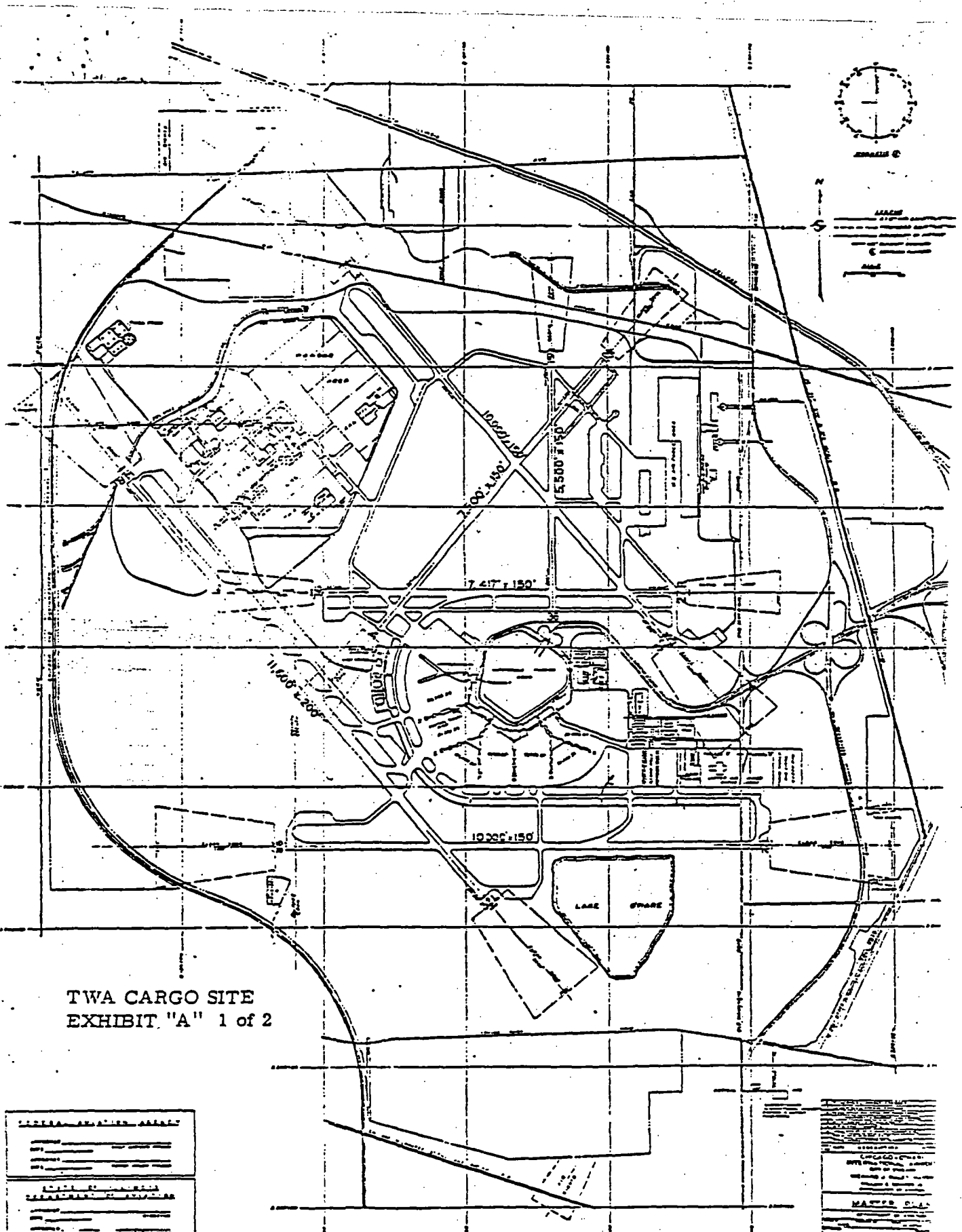
J. Frank
 VICE PRESIDENT

ATTEST:

E. Frank
 Asst Secretary

APPROVED AS TO FORM AND LEGALITY:

James E. Dineen
 Assistant Corporation Counsel



FIRST
AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
TRANS-WORLD AIRLINES, INC.

AIRLINE CLAY

THIS AGREEMENT made and entered into, this 24th day
of August, A.D., 1976 by and between the CITY OF
CHICAGO, a municipal corporation of the State of Illinois, hereinafter
referred to as "CITY", and TRANS WORLD AIRLINES, INC., a
Delaware corporation qualified to do business in the State of Illinois, here-
inafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, CITY AND AIRLINE have heretofore entered into
an agreement under date of March 27, 1964, authorized by the City
Council on March 25, 1964 (C.J.P. pp. 2353 - 2369) hereinafter referred
to as "said agreement", in and by which CITY, among other provisions
granted to AIRLINE, certain privileges or premises to be occupied and
used for the purposes therein stated, located at Chicago-O'Hare
International Airport, in the City of Chicago, Counties of Cook and
DuPage, and State of Illinois; and

NOW, THEREFORE, CITY, in consideration of the provisions
and conditions set forth in said agreement, does hereby amend said
agreement, and AIRLINE hereby accepts said privileges or premises
therein set forth and upon the terms, conditions and provisions set
forth and stated therein (to which reference is hereby made, and which
the parties agree will be incorporated, and shall be considered to be

incorporated herein, by this reference there) except in so far and only in so far as said privileges, premises, terms, conditions and provisions are modified, changed, or amended by the further provisions of this agreement.

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

1. The first paragraph appearing in Section 1. 01 - Lease of Premises - Use of Demised Premises, of said agreement, reading as follows:

"Section 1. 01 - Lease of Premises - Use of Demised Premises
CITY does hereby lease to AIRLINE, and AIRLINE does hereby lease from CITY a parcel of land comprised of eleven and seventy-sevenonehundredths (11.77) acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the 'DEMISED PREMISES') located at the Airport in the easterly portion of the Cargo Area and shown as outlined in 'Red' and described in Exhibit A attached hereto, together with the facilities, rights and privileges hereinafter described."

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

Section 1. 01 - Lease of Premises - Use of Demised Premises
CITY does hereby lease to AIRLINE, and AIRLINE does hereby lease from CITY an area of 12.00 acres (hereinafter, together with any buildings and improvements now or hereafter located thereon, referred to as the "DEMISED PREMISES") located at the Airport in the easterly portion of the Cargo Area shown as outlined in "Red" and described in Exhibit A-1, attached hereto and by this reference made a part hereof, together with the facilities, rights and privileges hereinafter described. It is

understand and agreed that the north portion, of Fifty-one (51) by five hundred ninety-five (595) feet, totaling forty-eight thousand one hundred ninety-five (48,195) square feet (or 1.1084 acres) of the DEMISED PREMISES, shall be used only for the parking of automobiles of Airline's employees, agents, guests, patrons and invitees, and for no other purpose whatsoever. CITY shall have the right, at any time, to enter upon the area of aforesaid DEMISED PREMISES, to install, repair, maintain and replace any public utilities as may now traverse the DEMISED PREMISES and any future public utilities as may be necessary to be installed.

2. The first paragraph appearing in Article III - Rentals, of said agreement, reading as follows:

"As rental for the DEMISED PREMISES, and all of the rights granted hereunder, AIRLINE shall pay on or before the first day of each calendar month a monthly rental (hereinafter called 'ground rental') of One Thousand Nine Hundred Sixty-One and 67/100 Dollars (\$1,961.67). Said payments to be made in advance, commencing on the effective date of this lease as described in Section 16.02 hereof."

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

As rental for the DEMISED PREMISES, and all of the rights granted hereunder, AIRLINE shall pay on or before the first day of each calendar month a monthly rental (hereinafter called "ground rental") of Two Thousand and no/100 Dollars (\$2,000.00). Said payments are to be made in advance, commencing on the effective date of this lease.

3. Article XVIII - Equal Opportunity, of said agreement, reading as follows:

"AIRLINE agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color or national origin. Attention is called to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1961, Ch. 38, Section 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1961, Ch. 29, Secs. 17 to 24 inclusive; and July 21, 1961, Ill. Rev. Stat. 1961, Ch. 48, Secs. 851

to 856 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings. "

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

AIRLINE agrees that in performing under this agreement it shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, or national origin, nor otherwise commit an unfair employment practice. AIRLINE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AIRLINE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. AIRLINE further agrees that this article will be incorporated by AIRLINE in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Publ. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1969, CH. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1969, CH 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1969, CH. 48, Secs. 851 to 856 inclusive, and July 26, 1967, Ill. Rev. Stat. 1969, CH. 48, Secs. 881 to 887 inclusive; to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings, and to the provisions of 41 CFR Chapter 60.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO, a municipal corpora

By:

William J. Harrison
Commissioner of Aviation

By:

William J. Harrison
City Comptroller

TRANS WORLD AIRLINES, INC.
a Delaware Corporation

By:

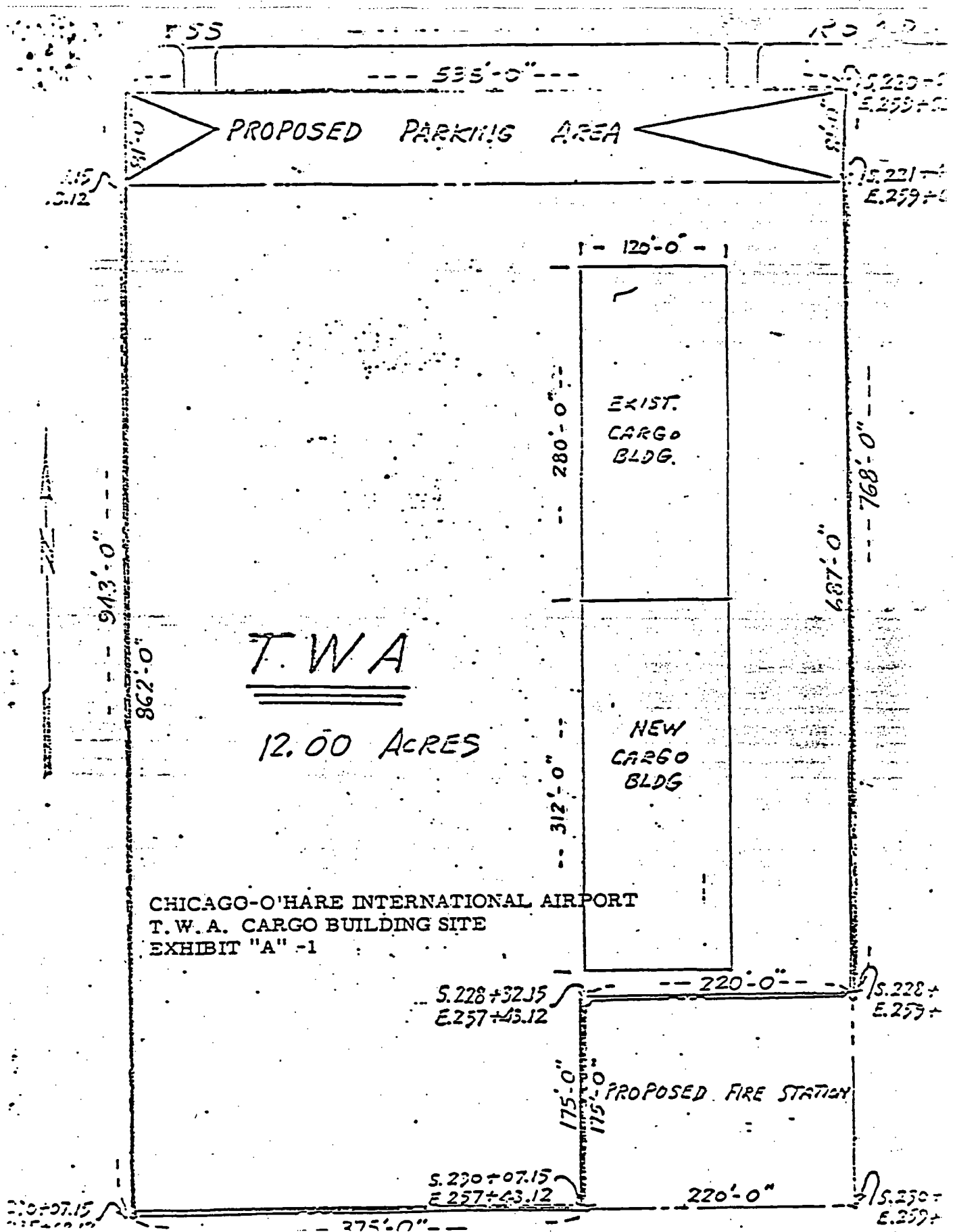
F. W. ...
President

ATTEST:

E. E. ...
Secretary

APPROVED AS TO FORM AND LEGALITY:

...
Assistant Corporation Counsel



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

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

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed August 24th 1970 (C.J.P. pp. 9023-9024), which date shall be the effective date hereof.

(Continued from page 770)

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

**Second Amendment to Grant Agreement Authorized Between City of Chicago
Dept. of Aviation and FAA for Improvements, Etc.
at Chicago Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, July 19, 1983.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred (on July 6, 1983) a proposed ordinance authorizing the Second Amendment to Grant Agreement between the Department of Aviation and Federal Aviation Administration, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) FRANK A. DAMATO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation is authorized to execute upon approval as to form and legality by the Corporation Counsel, a Second Amendment to Grant Agreement 6-17-0025-06 authorized by the City Council on October 22, 1981 (C.J.P. pp. 7588-7600) with the United States Government, Federal Aviation Administration, said Amendment to be in the form as attached.

SECTION 2. This ordinance shall become effective immediately upon its passage.

[Second Amendment to Grant Agreement printed on pages
864 through 867 of this Journal.]

(Continued on page 868)

SECOND AMENDMENT TO GRANT AGREEMENT

Chicago Midway Airport
Chicago, Illinois
ADAP Project No. 6-17-0025-06
Contract No. DOT-FA81-GL-8263

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined that, in the interest of the United States, the Grant Agreement relating to the above-numbered project between the Administrator of the Federal Aviation Administration, acting for and on behalf of the United States of America, and the City of Chicago, Illinois, and the State of Illinois, Department of Transportation, Division of Aeronautics, Co-Sponsors (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on September 30, 1981, and amended on August 9, 1982, should be further amended as hereinafter provided; and

WHEREAS, the Sponsor has furnished a cost estimate dated September 29, 1982, which indicates that the relocation costs will exceed the original estimate; and

WHEREAS, the Sponsor has requested an amendment to effect an increase to the Federal share of relocation costs.

NOW, THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on the one part, and the Sponsor on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended by:

1. Increasing the maximum obligation of the United States as shown in numbered paragraph 1a on page 2 of 8 of Part I-Offer of the Grant Agreement, as amended, by \$86,981, from \$14,000 to \$100,981;
2. Adding the following numbered paragraph 15 to page 6 of 8, of Part I, Offer, of the Grant Agreement.

"15. It is understood and agreed by and between the parties hereto that the United States shall not make, nor shall it be obligated to make, any grant payment in excess of the original grant amount until the Agency and Participation Agreement, as executed by the City of Chicago, on July 21, 1982, and the Division of Aeronautics, on September 15, 1982, has been amended to provide for the increased funding level as set forth in the Second Amendment to this Grant Agreement."

All other terms and conditions of the grant agreement remain in full force and effect;

IN WITNESS WHEREOF, the parties of hereto have caused this Second Amendment to be executed.

Page 2 of 4 Pages

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By

George P. Yoste

Title Manager, Chicago Airports District Office

Date

JAN 24 1983

City of Chicago

(Name of Sponsor)

By

Title

Date

Attest

Title

Page 3 of 4 Pages

CERTIFICATE OF CO-SPONSOR'S ATTORNEY

I, _____, Acting as Attorney for the City of Chicago, Illinois, (herein referred to as "Co-Sponsor"), do hereby certify:

That I have examined the foregoing Grant Amendment and the proceedings taken by the said Co-Sponsor relating thereto and find that the proceedings taken by the Co-Sponsor have been duly authorized, and are in all respects due and proper and in accordance with the laws of the State of Illinois and further that, in my opinion, said Grant Amendment constitutes a legal and binding obligation of the Co-Sponsor in accordance with the terms thereof.

Executed this _____ day of _____, 1983.

By _____

Title _____

The State of Illinois, Department of Transportation, Division of Aeronautics, does hereby accept said amendment and by such acceptance agrees to all of the terms and conditions thereof.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

(SEAL)

Attest _____

By _____

Title _____

Title _____

Date _____

Page 4 of 4 Pages

CERTIFICATE OF CO-SPONSOR'S ATTORNEY

I, _____, Acting as Attorney for the State of Illinois, Department of Transportation, Division of Aeronautics, do hereby certify:

That I have examined the foregoing Grant Amendment and the proceedings taken by the State of Illinois, Department of Transportation, Division of Aeronautics, relating thereto and find that the acceptance thereof by the State of Illinois, Department of Transportation, Division of Aeronautics, has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Illinois and further that, in my opinion, said Grant Amendment constitutes a legal and binding obligation of the State of Illinois, Department of Transportation, Division of Aeronautics, in accordance with the terms thereof.

Executed this _____ day of _____, 1983.

By _____

Title _____

(Continued from page 863)

**COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.**

**Authority Granted to Designate Immaculata High School
as Chicago Landmark.**

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

JULY 27, 1983.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation having had under consideration a communication signed by William M. McLenahan, Director of the Commission of Chicago Historical and Architectural Landmarks (Referred to your Committee on June 28, 1983) to designate the Immaculata High School and Convent Buildings, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) GERALD McLAUGHLIN,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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. The City Council accepts, approves and adopts the recommendation of the Commission of Chicago Historical and Architectural Landmarks, filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that Immaculata High School and Convent Buildings, designed by Francis Barry Byrne, and built in 1922, with a convent addition built in 1954, and a school addition built in 1955, be designated a Chicago Landmark.

SECTION 2. The structure, except for items of a religious nature, known as Immaculata High School and Convent Buildings located on property commonly known as 600-634 West Irving Park Road, 636 West Irving Park Road, and 4030 North Marine Drive, Chicago, Illinois and legally described as follows:

All that part of Lot 17 in Bitter Sweet, a Subdivision of Blocks 13 and 16 in School Trustees' Subdivision of Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at a point in North line of Lot 17, 95 feet East of the Northwest corner thereof, running thence South parallel with the West line of said Lot 17, 110 feet more

or less to South line of said Lot, thence East along the South line of said Lot and said line produced 258 feet more or less to West line of Lincoln Park (as said line is established by decree entered September 7, 1906, in case 274470 Circuit Court of Cook County, Illinois, in suit of Charles V. Gordon and others, against Commissioners of Lincoln Park and others), running thence Northwesterly in a straight line along said West line of Lincoln Park to a point which is 319 feet more or less due East from Northwest corner of said Lot 17; thence West along North line of said Lot 17, (and said line produced East) 224 feet more or less, to place of beginning, also,

That part of Lot or Block 14 in School Trustees' Subdivision of Section 16, Township 40 North Range 14, East of the Third Principal Meridian, lying East of a line drawn North and South parallel with the West line of said Block 14 and distant 300 feet East of the West line of said Block (said West line being the East line of a strip of street 50 feet wide lying between Block 14 and Block 15 of said School Trustees' Subdivision, as laid down in the Plat thereof recorded April 4, 1860, in book 160 of maps, page 80), and West of the West line of Lincoln Park as found and designated by decree of September 7, 1906, in case 2774470 Circuit Court of Cook County, Illinois, a Plat whereof is recorded October 11, 1906, as document 3937332 in book 92 of plats, page 43.

is hereby designated a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 5. This ordinance shall take effect on and after the date of its passage.

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

Approval Given to Amendment No. 8 to Near West Side Conservation Plan.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on March 25, 1983) to approve Amendment No. 8 to the Conservation Plan for the Near West Side Conservation Area, approved by the Department of Urban Renewal by Resolution No. 83-DUR-22, adopted by the Department on March 24, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Near West Side Conservation Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted March 24, 1983, approved Amendment No. 8 to said plan which amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 8 together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with modern principles of urban planning and with the recommendation of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 8 to the Conservation Plan, as amended, for the Near West Side Conservation Area, dated March, 1982, incorporated herein by reference, having been duly considered is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Sale of Parcel R-14 in Redevelopment
Project Central West.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on March 25, 1983) to approve the sale of Parcel R-14 in Redevelopment Project Central West to Chicago and Central States Joint Board of The Amalgamated Clothing and Textile Workers Union, approved by the Department of Urban Renewal by Resolution No. 83-DUR-25, adopted by the Department on March 24, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 Redevelopment Plan for Project Central West heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 83-DUR-25, adopted by the Department on March 24, 1983, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein; and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project Central West is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
Chicago and Central States Joint Board of the Amalgamated Clothing and Textile Workers Union	R-14	22,558.1	\$1.50	\$ 33,837.15

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Sale of Parcel PF-1 in Project
Monterey - Vincennes.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor, (which was referred on January 28, 1983) to approve the sale of Parcel PF-1 in Project Monterey-Vincennes to the United States Postal Service, approved by the Department of Urban Renewal by Resolution No. 83-DUR-10, adopted by the Department on January 18, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 Redevelopment Plan for Project Monterey-Vincennes heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 83-DUR-10, adopted by the Department on January 18, 1983, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land

in Redevelopment Project Monterey-Vincennes is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
United States Postal Service	PF-1	16,050.0	\$1.20	\$ 19,250.00

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

**Approval Given to Amendment No. 3 to Douglas-Lawndale
Urban Renewal Plan.**

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor, (which was referred on March 25, 1983) to approve Amendment No. 3 to the Douglas-Lawndale Urban Renewal Plan, approved by the Department of Urban Renewal by Resolution No. 83-DUR-24, adopted by the Department on March 24, 1983, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 Department of Urban Renewal Board and the City Council heretofore approved the Douglas-Lawndale Urban Renewal Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution adopted on March 24, 1983 approved Plan Amendment No. 3 to said Plan which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 3 together with the Plan, as amended, constitutes a

Redevelopment Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and with the recommendation of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now therefore,

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

SECTION 1. That Amendment No. 3 to the Urban Renewal Plan, as amended, for project Douglas-Lawndale dated March, 1983 incorporated herein by reference, having been duly considered, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

**City Comptroller and City Treasurer Directed to Pay \$32,900.00
Settlement in Connection with Acquisition of Property
for Widening of Intersection of W. Polk St. and
S. Clark St.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the recommendations of the Commissioner of Public Works contained in his communication of April 28, 1983, recommending the approval of the stipulated settlement in connection with the acquisition of property for the widening and channelization of the intersection of Polk and Clark Streets as part of the reconstruction of W. Polk Street from S. Clark Street to S. State Street, as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 782-1350-151.

<i>Parcel Address</i>	<i>Amount</i>
Northwest corner of W. Polk Street and S. Clark Street (754 S. Clark Street)	\$ 32,900.00

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--None.

**Acceptance of Judgment Order Approved for Acquisition
of Property Necessary for Pilsen Library.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed order transmitted therewith:

Ordered, That the Corporation Counsel, in accordance with its recommendation of March 19, 1982 is hereby authorized to acquire the following described property needed for the Pilsen Library, to-wit:

Lots 6, 7 and 8 in Stewart's Subdivision of Block 7 in Johnston and Lee's Subdivision of the Southwest 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

in the amount of One Hundred Seventy Thousand Dollars and no cents (\$170,000.00) plus statutory interest from the date of the Judgment Order to the date of deposit, and \$29.00 Court costs, and the City Comptroller and the City Treasurer are authorized and directed to issue vouchers to the County Treasurer of Cook County, Illinois and pay the amount when approved by the Corporation Counsel from appropriations made from the Fund 471-6117-144.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--None.

**Acceptance of Quitclaim Deed Authorized for Pedestrian Walk Way
at Cumberland Station of O'Hare Extension.**

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the Mayor is authorized to accept, the City Clerk to attest, the Commissioner of Public Works, and the Comptroller to approve, and the Corporation Counsel to approve as to form and legality, a Trustee's Deed wherein the American National Bank and Trust Company of Chicago, Trustee under Trust No. 43427, conveys to the City of Chicago a parcel of land to be used for a sidewalk at the Cumberland Station of O'Hare Extension, said Deed to be in substantially the following form:

[Deed and Exhibit A printed on pages 876 through 877
of this Journal.]

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--None.

**City Comptroller Authorized to Advertise for Sale Board of Education Property
at Nos. 1804 W. Washington Blvd./120 N. Wood St.**

The Committee on Land Acquisition and Disposition submitted a proposed ordinance recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education

(Continued on page 878)

TRUSTEE'S DEED

Form 2459 Rev. 5-77

Individual

The above space for recorder's use only

THIS INDENTURE, made this 20th day of April, 1983, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 11th day of July, 1978, and known as Trust Number 43427

party of the first part, and the CITY OF CHICAGO, a Municipal Corporation of the

State of Illinois party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten (\$10)

Dollars, and other good and valuable

considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

The real property described in Exhibit A attached hereto and made a part hereof;

together with the easements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof, (to-wit, of said party of the second part) **SAVE AND EXCEPT** and there is RESERVED unto said party of the first part, its beneficiaries, and their respective heirs, legal representatives, successors, assigns, agents and employees, a perpetual non-exclusive easement to maintain, replace, repair, operate and remove the light poles now existing on said real property, together with all wires, conduit, equipment and apparatus now located on, under or above said real property and used in connection with said light poles.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereon affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.



By _____ VICE PRESIDENT

Attest _____ ASSISTANT SECRETARY

STATE OF ILLINOIS,
COUNTY OF COOK

SS.

THIS INSTRUMENT
PREPARED BY
Neil T. Neumark, Esq.
180 N. LaSalle St.
AMERICAN NATIONAL BANK
AND TRUST COMPANY
OF CHICAGO
33 N. LASALLE
CHICAGO, ILLINOIS

*Suite 2700
Chicago, IL 60601

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary Seal.

MAY 19 1983

Notary Public

D NAME
E STREET
L CITY
I
V
E
R
Y INSTRUCTIONS

INSTRUCTIONS

RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

8410-20-30 West Bryn Mawr

Chicago, Illinois 60631

Exempt under provisions of Paragraph (b), Section 200.1-2(B-6) of the Chicago Transaction Tax Ordinance and Chapter 120, Section 1004, Paragraph (b) of the Illinois Real Estate Transfer Tax Act.

Date 5/20/83

Document Number

EXHIBIT ALegal Description of area necessary for sidewalk at Cumberland Station of O'Hare Extension

That part of the Southeast quarter of the Southwest quarter of Section 2, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of the Southwest quarter of Section 2; thence west along the south line of said Southwest quarter a distance of 100.02 feet; thence north along a line which is 100 feet west of (measured at right angles to) and parallel with the east line of said Southwest quarter a distance of 200.93 feet; thence extending northwesterly on a line which forms an angle of 147 degrees 55 minutes 45 seconds with the last described course (as measured from south to west to northwest) 253.90 feet; thence extending northwesterly on a deflection to the left 19 degrees 17 minutes 22 seconds a distance of 133.94 feet to a point of beginning of this description; thence continuing along said line, (hereinafter referred to as line "A"), a distance of 15 feet to a point, (hereinafter referred to as point "A"); thence southwesterly at right angles to the last described course a distance of 5 feet; thence southeasterly at right angles to the last described course a distance of 15 feet; thence northeasterly a distance of 5 feet to the point of beginning; also commencing at point "A" and continuing along an extension of line "A" a distance of 350 feet for a point of beginning; thence continuing northwesterly on an extension of line "A" a distance of 40 feet; thence southwesterly at right angles to the last described course a distance of 5 feet; thence southeasterly at right angles to the last described course a distance of 40 feet; thence northeasterly a distance of 5 feet to the point of beginning; also commencing at point "A" and continuing along an extension of line "A" a distance of 510 feet for a point of beginning; thence continuing northwesterly on an extension of line "A" a distance of 155 feet; thence westerly on a deflection to the left of 23 degrees 54 minutes 20 seconds along a straight line, (hereinafter referred to as line "B"), a distance of 143.61 feet; thence southwesterly along a straight line (which if extended would intersect the west line of said southeast quarter of the southwest quarter at a point 974.86 feet north of the southwest corner thereof) a distance of 24.52 feet to an intersection with a line 7 feet southwesterly of (measured at right angles to) and parallel with line "B"; thence southeasterly along said parallel line a distance of 166.52 feet to an intersection with a line 7 feet southwesterly of (measured at right angles to) and parallel with line "A"; thence southeasterly along said parallel line a distance of 153.54 feet; thence northeasterly a distance of 7 feet to the point of beginning, in Cook County, Illinois.

(Continued from page 875)

determined that the property hereinafter 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 said regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education ordered that a 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, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property to-wit:

Lots 13, 14, 22, 23, 24 and the North 8 feet of the South 41 feet 6 inches of the East 3 feet of Lots 21 in Taylor's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and South 33 feet of vacated W. Maypole Ave. North of and adjoining Lots 13 and 14 in Taylor's Subdivision aforesaid

which land has a frontage of 150.0 ft. on W. Washington Boulevard, 297.0 on N. Wood Street, and contains approximately 36,324 sq. ft./0.84 acres, is improved with school buildings, that 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 City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

SECTION 5. This ordinance shall be in force and effect from and after its passage and approval.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, Volini, Orr, Stone--42.

Nays--None.

**City Comptroller Authorized to Advertise for Sale Parcels of City-owned
Property at Sundry Locations.**

The Committee on Land Acquisition and Disposition submitted six proposed ordinances (under separate committee reports) recommending that the City Council pass the said proposed ordinances transmitted therewith authorizing the City Comptroller to advertise for sale parcels of City-owned property at sundry locations.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--None.

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

No. 540 W. Washington Blvd.

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 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 is described as follows:

Lot 1 in Block 46 in Canal Trustee's Subdivision in the Original Town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 540 W. Washington Blvd., Fire Station Permanent Tax No. 17-09-332-020).

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. 2906-2910 W. Van Buren St.

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:

Lots 23, 24 and 25 in Block 3 in James Couch's Subdivision of the North half of the South half of the Northwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois (commonly known as Nos. 2906-2910 W. Van Buren Street, Permanent Tax Nos. 16-13-122-031, 030 and 029).

Subject to 1975, 1976 and 1977 taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, or 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. 2848-2850 W. Van Buren St.

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:

Lots 20 and 21 in Block 2 in Couch's Subdivision of the North half of the South half of the North West quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2848-2850 W. Van Buren Street, Permanent Tax Nos. 16-13-123-028 and 027).

Subject to 1977 taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, or 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. 4536 S. St. Lawrence Ave.

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:

The South half of Lot 3 in Block 1 in Goodwin's Subdivision of Lot 1 (except the North 4 acres thereof) in Cleaver and Taylor's Subdivision of the North half of the South half of the East half of the Southwest quarter and the North half of the South half of the West half 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 No. 4536 S. St. Lawrence Avenue, Permanent Tax No. 20-03-417-037).

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. 1300 W. Huron St.

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 34 in Block 3 in Taylor's Subdivision of Block 1 in Assessor's Division of the East half of the Northwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1300 W. Huron St., Permanent Tax No. 17-08-105-049).

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. 1324-1326 W. Erie St.

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:

Lots 34 and 35 in Block 6 in Subdivision that part of Block 2 lying North of Erie Street in Assessor's Division of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1324-1326 W. Erie Street, Permanent Tax Nos. 17-08-114-098 and 097).

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.

**Bid of Rev. John H. McCall Rejected and City Comptroller Authorized
to Re-advertise for Sale Parcel of City-owned Vacant
Property at No. 834 E. 75th St.**

The Committee on Land Acquisition and Disposition 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. The City of Chicago hereby rejects the bid of Rev. John H. McCall No. 852 E. 75th Street, Chicago, Illinois 60619 to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed to re-advertise December 8, 1982, page 13933.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 23, 24, 25, 26, 27 and 28 in block 28 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 834 E. 75th Street, Permanent Tax No. 20-26-124-030,031,032 and 033).

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

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--42.

Nays--None.

**Bid of Howard R. Weitzman Rejected and City Comptroller Authorized to
Re-advertise for Sale Parcel of City-owned Vacant Property
at No. 3519 S. Wabash Av.**

The Committee on Land Acquisition and Disposition 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. The City of Chicago hereby rejects the bid of Howard R. Weitzman, No. 4705 S. State Street, Chicago, Illinois, 60609 to purchase for the sum of \$1,600.00, the City-owned vacant property, previously advertised pursuant to Council authority passed December 27, 1982, page 14502.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

North 19½ feet of Lot 15 (except West 25 feet) in Block 2 in Stones Subdivision of North 15 acres of West half of Southwest quarter of Section 34, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3519 S. Wabash Avenue, Permanent Tax No. 17-34-301-006).

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

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--42.

Nays--None.

**Acceptance of Bid by McDonald's Corp. for Purchase
of City-owned Property at No. 2343 W. Warren Blvd.**

The Committee on Land Acquisition and Disposition 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. The City of Chicago hereby accepts the bid of McDonald's Corporation, 1100 W. 22nd Street, Oak Brook, Illinois 60521 to purchase for the sum of \$1,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed March 9, 1983, page 16310 described as follows:

That part of Lots 66, 67 and 68 taken as a tract lying West of a line which is drawn from a point on the North line of said Tract 53.52 feet West of the Northeast corner thereof to a point on the south line of said Tract 54.28 feet West of the Southeast corner thereof in Subdivision of Block 57 in Canal Trustees' Subdivision in Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2343 W. Warren Boulevard., Permanent Tax No. 17-07-328-043).

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 \$100.00 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.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--None.

Authority Granted to Repeal Quitclaim Deeds at Various Locations for Bickerdike Corp.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council heretofore approved the sale to the Bickerdike Corporation these properties commonly known as follows:

City Real Estate No. 1374
1453 North Bosworth Street

\$ 1,700.00

Lot 48 in H. P. Brown and others subdivision of Block 6 in Canal Trustee's Subdivision of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1453 North Bosworth Street.

City Real Estate No. 2317
1310 North Claremont Avenue

\$ 1,700.00

Lot 21 in Block 12 in Watson Tower and Davis Subdivision of the West half of the Northwest quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1310 North Claremont Avenue.

City Real Estate No. 1988
1221-23 North Damen Avenue

\$ 3,400.00

The West 84.50 feet of Lots 1 and 2 in Block 2 in Joseph Peacock's Subdivision of the South 6 acres of the West 10 acres of the South 25 acres of the West half of the Northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1221-23 North Damen Avenue.

City Real Estate No. 5233
1421 West Erie Street

\$ 1,700.00

Lot 9 in Block 12 in Bickerdike's Addition of Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1421 West Erie Street.

City Real Estate No. 701
1448 West Walton Street

\$ 1,700.00

Lot 19 in Wheeler's Subdivision of the West half of the North half of Block 22 in Canal Trustee's Subdivision in the West half of Section 5 Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1448 West Walton Street.

Pursuant to an ordinance adopted May 29, 1981, and found in the Journal for said date on pages 6223-6225; and

WHEREAS, Bickerdike Corporation is no longer interested in the purchase of the above-cited properties; now, therefore

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

SECTION 1. The ordinance adopted by this body on May 29, 1981, approving the sale to the Bickerdike Corporation of said above-cited properties is hereby repealed.

SECTION 2. The City Comptroller is hereby authorized to cancel the Quit-claim Deeds, and reoffer these properties for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--42.

Nays--None.

**Annexation of Property Authorized Between City and County
of Cook for Property at N. Cumberland Av. and N.
Prospect Av., etc.**

The Committee on Land Acquisition and Disposition 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 Corporation Counsel is hereby directed to prepare an ordinance annexing an area 262.86 feet by 818.32 feet lying between N. Cumberland Avenue and N. Prospect Avenue and south of a line 238.26 feet of the center line of W. Bryn Mawr Avenue.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--42.

Nays--None.

COMMITTEE ON LEASES.

***Referred--PROPOSED ORDINANCE TO EXECUTE LEASE FOR
AUDUBON SOCIETY.***

The Committee on Leases submitted a report recommending that the City Council re-refer to the Committee on Finance a proposed ordinance authorizing the execution of a lease for the Audubon Society.

On motion of Alderman Kellam the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Finance*.

COMMITTEE ON LICENSE.

***Placed on File--COMMUNICATION FROM CHAIRMAN AS TO
COMMITTEE ACTION ON PENDING PROPOSED ORDINANCE.***

The Committee on License submitted the following communication:

To the President and Members of the City Council:

P.O. 83-158 was introduced by Alderman Bloom on January 28, 1983, and was referred by the City Council to the Committee on Finance. The proposed ordinance was re-referred to the Committee on License on March 9, 1983, but was not received until July 6, 1983.

Since referred to and received by the Committee on License, no hearings have been conducted. Hearings on this subject will be scheduled after Labor Day.

P.O. 83-158 is a proposed amendment to Chapter 104.2-9 of the Municipal Code of Chicago, pertaining to automatic amusement devices.

This status report is responsive to Alderman Bloom's request of 7/13/83.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

COMMITTEE ON LOCAL TRANSPORTATION.

Establishment of Taxicab Stands Numbered 532 and 533.

The Committee on Local Transportation, to which had been referred (on June 28, 1983 and July 13, 1983) two proposed ordinances for establishment of taxicab stands No. 532 and No. 533 submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

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

*Yeas--*Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, 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):

Taxicab Stand No. 532

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 532

On N. Clark Street, along the west curb from a point 20 feet south of the south building line of W. Kinzie Street, to a point 48 feet south thereof, 2 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle engaged in the loading or unloading of passengers, as provided by Section 27-336 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 37-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication:

Taxicab Stand No. 533

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 533

On Canal Street, along the west side of the Median Strip, from a point 20 feet north of West Jackson Blvd. to a point 174 feet north thereof, 9 Taxicabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-336 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 37-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

**Amendment of Ordinance Authorized for Establishment
of Taxicab Stand No. 519.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith (which was referred to the committee on June 28, 1983):

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

SECTION 1. That an ordinance passed by the City Council on March 6, 1981, page 5597 of the Journal of the Proceedings, establishing the following taxicab stand:

Stand No. 519

On N. Kingsbury St. west side, beginning
10 feet west of the first driveway north of
W. Kinzie Street extending 60 feet north thereof,
3 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"extending 60 feet north thereof,

3 vehicles."

and inserting in lieu thereof the following:

"extending 140 feet north thereof,

7 vehicles."

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Amendment of Ordinance Authorized for Establishment of Bus Stand on Portion
of S. Stony Island Avenue (East Curb).**

The Committee on Local Transportation submitted a report recommending that The City Council pass the following proposed amendatory ordinance transmitted therewith (which was referred to the committee on June 28, 1983, C.J.P. pp. 15638-39):

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

SECTION 1. That the ordinance passed by the City Council on January 28, 1983, Pages 15638 and 15639 of the Journal of the Proceedings of said date, which established the following bus stand:

Public Way

Area

S. Stony Island Avenue (East Curb)

From a point 12 feet north of the north property
line of 81st Street to a point 165 feet north
thereof

be and the same is hereby amended by striking therefrom the following:

"from a point 12 feet north of the north property line of 81st Street to a point 165 feet north thereof"

and inserting in lieu thereof, the following:

"from a point 90 feet north of the north property line of 81st Street to a point 140 feet north thereof."

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

Chicago Transit Authority Memorialized to Construct Bus Passenger Shelters at Designated Locations.

The Committee on Local Transportation, to which had been referred (on June 28, 1983) a proposed order to memorialize the Chicago Transit Authority to give consideration to construction of bus passenger shelters at designated locations, submitted a report recommending that the City Council pass said proposed order.

On motion of Alderman Marzullo the proposed order was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters at the following locations:

southeast corner of W. 47th Street and S. Cicero Avenue;

southeast corner of W. 49th Street and S. Cicero Avenue; and the

southeast corner of W. 50th Street and S. Cicero Avenue.

COMMITTEE ON MUNICIPAL CODE REVISION.

**Authority Granted to Amend Chapter 104.1 of Municipal Code
Relating to Public Places of Amusement.**

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, July 26, 1983.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, having had under consideration a proposed ordinance (which was referred on July 13, 1983) to amend Chapter 104.1 (Public Places of Amusement) by inserting therein, in its proper numerical sequence, a new section to be known as Section 104.1-14.1, to read as follows:

It shall be unlawful for any licensee to produce, present or permit any person, firm, corporation, or other entity to produce or present any athletic contest, sport, game or similar exhibition for public entertainment which does not take place within a totally enclosed structure if such athletic contest, sport, game or similar exhibition, any part of which takes place between the hours of 8:00 P.M. and 8:00 A.M., and is presented in a stadium or playing field containing more than 10,000 seats where any such seats are located within 500 feet of 100 or more dwelling units. For purposes of this Section "dwelling unit" shall mean a room designed or used for sleeping accommodations including hotel and dormitory rooms. In addition to such other penalties as may be included within this Chapter 104.1, the violation of the terms of this ordinance may be enforced through injunction or through a suspension or revocation of the amusement license.,

begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, as amended, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, D. Davis, Hagopian, Santiago, Gabinski, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--Aldermen Langford, Frost--2.

The following is said ordinance as passed:

WHEREAS, There exist within the City of Chicago various sites at which daytime sports have co-existed with stable surrounding residential areas; and

WHEREAS, Technological changes make it possible for the playing field and stadium in which such athletic contests, sports, games or similar exhibits have taken place to be converted to nighttime use; and

WHEREAS, The Corporate Authorities find that the lights required to illuminate such amusements would have a deleterious and damaging effect upon the quiet enjoyment of the homes and neighborhoods of nearby residents; and

WHEREAS, Such nighttime utilization of stadiums and playing fields would make it difficult for residents to park on their neighborhood streets at the end of the workday, would bring increased traffic congestion to their areas during the evening and nighttime hours and would increase problems of littering, noise and required police protection; and

WHEREAS, This problem would be most acute if the athletic contest, sport, game or any other amusement as defined in Chapter 104 were to be conducted in a playing field or stadium with a capacity of more than 15,000 seats; and

WHEREAS, The Corporate Authorities find that the only way to ensure the public health, safety and welfare of its citizens under these circumstances would be to prohibit the production or presentation of such events which would continue past the hour of 8:00 P.M. in the evening; now, therefore,

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

SECTION 1. That Chapter 104.1, Public Places of Amusement shall be amended by inserting therein, in its proper numerical sequence, a new section, in Italics, to be known as Section 104.1-14.1, to read as follows:

It shall be unlawful for any licensee or other person, firm, corporation or other legal entity to produce, present or permit any other person, firm, corporation, or other legal entity to produce or present any athletic contest, sport, game or any other amusement as defined in Chapter 104, if any part of such athletic contest, sport, game or any other amusement as defined in Chapter 104 takes place between the hours of 8:00 p.m. and 8:00 a.m., and is presented in a stadium or playing field which is not totally enclosed and contains more than 15,000 seats where any such seats are located within 500 feet of 100 or more dwelling units. The 500-foot distance shall be measured from the seat to the nearest point of the buildings in which the dwelling units are contained. For purposes of this section, "dwelling unit" shall mean a room designed or used for sleeping accommodations, including hotel and dormitory rooms. In addition to such other penalties as may be included within this Chapter 104.1, the violation of the terms of this Ordinance may be enforced through injunction or through a suspension or revocation of the amusement license.

SECTION 2. This ordinance shall be in full force after its date of passage in the manner provided by law.

COMMITTEE ON POLICE, FIRE, AND MUNICIPAL INSTITUTIONS.

Authority Granted to Amend Section 11.1-7b of the Municipal Code of Chicago to Extend Firearms Re-registration Date.

The Committee on Police, Fire, and Municipal Institutions submitted the following report:

CHICAGO, July 18, 1983.

To the President and Members of the City Council:

Your Committee on Police, Fire, and Municipal Institutions, having had under consideration a proposed ordinance (which was referred on June 28, 1983) to extend the date when firearms, currently registered must be re-registered, to October 30, 1983, due to the fact that as of June 9, 1982, the City of Chicago did not have the necessary forms available to the public so they could comply with Section 11.1-7b, because of unanticipated processing problems incurred through no fault of the City of Chicago, 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) MICHAEL F. SHEAHAN,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago's new gun control ordinance went into effect on April 9, 1982; and

WHEREAS, Section 11.1-7b of said ordinance states: "Any firearm currently registered must be re-registered pursuant to this Chapter and in accordance with rules, regulations and procedures prescribed by the Superintendent. An application to re-register such firearm shall be filed within 180 days from the effective date of this Chapter;" and

WHEREAS, As of June 9, 1982, the City of Chicago did not have the necessary forms available to the public so they could comply with Section 11.1-7b; and

WHEREAS, The 180 days granted to the public to re-register their firearms has already been appreciably shortened due to the unanticipated processing problems incurred through no fault of the City of Chicago; now, therefore,

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

SECTION 1. The Mayor and members of the Chicago City Council in meeting assembled July 27, 1983 that the date when firearms currently registered must be re-registered is extended to October 30, 1983.

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

COMMITTEE ON STREETS AND ALLEYS.

Ordinances Passed for Grants of Privileges in Public Ways.

The Committee on Streets and Alleys, to which had been referred (May 11, June 28 and July 6, 1983) twenty-seven 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 Cullerton *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, 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 Ability Products Company

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

SECTION 1. Permission and authority are hereby given and granted to Ability Products Company, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of W. Medill Avenue, used for the purpose of storage and described as follows:

Commencing at a point on the east line of the Chicago and North Western Railway right-of-way, said point being three hundred thirty-eight point two (338.2) feet south of the center line of W. Fullerton Avenue (E. 1/2 N.E. 1/4 Section 31-40-14), thence, east along the northerly side of W. Medill Avenue, for a distance of one hundred seventeen (117) feet, then changing directions and proceeding south approximately sixty-six (66) feet; thence, again changing

directions and proceeding westerly along southerly side of W. Medill Avenue, for a distance of approximately ninety-six (96) feet, thence changing direction and continuing northwesterly along said right-of-way of the Chicago and North Western Railway, to the P.O.B. (E. 1/2 N.E. 1/4 Section 31-40-14, E. 3rd Principal Meridian). Said area consisting of approximately six thousand nine hundred ninety-six (6,996) square feet.

Authority for above privilege shall exist for a period of five (5) years from and after October 5, 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Thirty and no/100 Dollars (\$1,530.00) per annum, in advance, the first payment to be made as of October 5, 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 Insurance Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000. 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided 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 Aetna Plywood, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Aetna Plywood, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed

a railroad switch track over and across the sixty-six (66) foot right-of-way of W. Willow Street approximately five hundred fifty (550) feet northeasterly of the east line of N. Elston Avenue; for a period of five (5) years from and after June 27, 1983.

The location of said privilege shall be 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 June 27, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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, U/T 52707.

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 52707, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed the following privileges:

Vaulted Space Under North State Street--Two (2) vaulted areas under that portion of the sidewalk adjacent to the premises located at 17-23 North State Street

1st Level - Approximately ninety-two (92) feet in length, twenty-five (25) feet in width

2nd Level - Approximately ninety-two (92) feet in length, twenty-five (25) feet in width.

Total usage under North State Street amounts to 4,600 square feet.

Under North Wabash Avenue--Three (3) vaulted areas under that portion of the sidewalk adjacent to the premises located at 16-18 North Wabash Avenue.

1st Level - Approximately forty-eight (48) feet in length, twenty-five (25) feet in width

2nd Level - Approximately forty-eight (48) feet in length, twenty-five (25) feet in width

3rd Level - Approximately forty-eight (48) feet in length, twenty-five (25) feet in width.

Total usage under North Wabash Avenue amounts to 3,600 square feet.

Under North Holden Court, Rear of 17-21 North State Street--Three (3) vaulted areas;

1st Level - Approximately forty-three (43) feet in length, forty (40) feet in width

2nd Level - Approximately forty-three (43) feet in length, forty (40) feet in width

3rd Level - Approximately forty-three (43) feet in length, forty (40) feet in width

Rear of 21-23 North State Street - three (3) vaulted areas;

1st Level - Approximately twenty-four (24) feet in length, twenty (20) feet in width

2nd Level - Approximately twenty-four (24) feet in length, twenty (20) feet in width

3rd Level - Approximately twenty-four (24) feet in length, twenty (20) feet in width.

Total usage under North Holden Court amounts to 6,540 square feet.

Air Rights

Air space (bridge) over the forty (40) foot alley east of North State Street, known as North Holden Court, extending nineteen (19) floors at a height of eighteen (18) feet above North Holden Court connecting the floors of the building known as Nos. 17-21 North State Street with the corresponding floors with the building known as Nos. 16-18 North Wabash Avenue. Air space is approximately forty-five (45) feet in width and approximately twelve (12) feet above the surface of the public way at the lowest point.

The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over and 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 Fourteen Thousand Seven Hundred Eighty and no/100 Dollars (\$14,780.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Boler Investments, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Boler Investments, Inc., 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 over and across S. Campbell Avenue, from a point on the west line thereof one hundred fifty-six (156) feet south of the south line of W. 48th Street, to a point on the east line of said S. Campbell Avenue one hundred twenty-eight (128) feet south of the south line of W. 48th Street, thence across private property and on and across the north-south public alley between S. Artesian Avenue and S. Campbell Avenue at a point one hundred twenty-eight (128) feet south of the said south line of W. 48th Street; for a period of five (5) years from and after June 24, 1983.

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 Fifty and no/100 Dollars (\$450.00) per annum, in advance, the first payment to be made as of June 24, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Chicago Rotoprint Co.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Rotoprint Company,

a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) sample basins approximately four (4) feet in width and eight (8) feet in height, to be placed a depth of approximately eight (8) feet and at a distance described as follows:

SAMPLE BASIN NO. 1—approximately one hundred sixty-eight (168) feet six (6) inches south of north line of W. Belmont Avenue

SAMPLE BASIN NO. 2—approximately two hundred twenty-nine (229) feet south of sample basin No. 1

SAMPLE BASIN NO. 3—approximately two hundred forty (240) feet south of sample basin No. 2.

All sample basins are located on N. Knox Avenue adjacent to premises commonly known as Nos. 3117-3155 N. Knox Avenue. Authority for said privilege to continue for a period of five (5) years from and after June 6, 1983.

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 June 6, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults,

sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Chicago Smelting & Refining Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Smelting & Refining Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade across S. Albany Avenue at a point fifty-four (54) feet north of the north line of W. 37th Place, for a period of five (5) years from and after April 29, 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 Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of April 29, 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 or appliances and the restoration of the public way as of said structures herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the publicway 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 Children's Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Children's Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) inch conduit, in a twelve (12) inch by twelve (12) inch concrete casing, containing low-voltage signal wires, installed at a depth of approximately thirty-six (36) inches below street grade, and shall run under and across the sixty-six (66) foot right-of-way of N. Lincoln Avenue, at a point approximately four hundred twenty-seven (427) feet northwesterly of the center of N. Orchard Street. The conduit shall connect the parking garage on the west side of N. Lincoln Avenue, with the main security desk in the hospital more commonly known as No. 2334 N. Lincoln Avenue; for a period of five (5) years from and after July 7, 1983.

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 July 7, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Continental Illinois National Bank: Vaulted Sidewalk.

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

SECTION 1. Permission and authority are hereby given and granted Continental Illinois National Bank, upon the terms and subject to the conditions of this ordinance to maintain and use vaulted sidewalk space adjacent to its property located at 231 South LaSalle Street and is described as follows:

UNDER AND ALONG JACKSON BOULEVARD total distance three hundred fifty-four (354) feet, width thirteen (13) feet, depth thirteen (13) feet.

UNDER AND ALONG QUINCY STREET total distance of two hundred twenty-four (224) feet, width seven (7) feet, depth thirteen (13) feet.

UNDER AND ALONG LASALLE STREET total distance one hundred seventy-eight (178) feet, width sixteen (16) feet, depth thirteen (13) feet.

UNDER AND ALONG CLARK STREET total distance one hundred eighty-five (185) feet, width of fifteen (15) feet, depth thirteen (13) feet.

The above named vaulted areas shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Thirteen Thousand Two Hundred Nine and no/100 Dollars (\$13,209.00) 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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.

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 an aluminum clad hatch approximately five (5) feet in width and six (6) feet in length. Said hatch is to be used as access to a vaulted sidewalk space previously granted to DePaul University January 14, 1982, Page 9118 C.P., and is adjacent to the property commonly known as 243 S. Wabash Avenue. Said privilege shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of 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 \$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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to First Wilkow Venture.

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

SECTION 1. Permission and authority are hereby given and granted to First Wilkow Venture, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed

a conduit under and across the north-south twenty (20) foot public alley west of N. Michigan Avenue at a point ninety-six (96) feet south of the south line of E. Lake Street, said conduit containing one (1) four-inch steam pipe and one (1) two-inch steam pipe and one (1) two-inch return pipe for the transmission of steam from the building located at the southwest corner of N. Michigan Avenue and E. Lake Street to the building located at No. 73 E. Lake Street; for a period of five (5) years from and after May 1, 1983.

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 Ten and no/100 Dollars (\$210.00) per annum, in advance, the first payment to be made as of May 1, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Grant Hospital 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 Grant Hospital of Chicago, upon the terms and subject to the conditions of this ordinance to construct, maintain and use a concrete emergency exit ramp on the sidewalk adjacent to 551 West Grant Place. Said ramp shall be thirty-one (31) feet, seven (7) inches in length, three (3) feet, eight (8) inches in width and shall be located on the Grant Place side approximately forty-three (43) feet east from the hospital property line intersecting at the corner of Geneva Terrace and Grant Place. Said privilege to exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Harris Trust & Savings Bank, U/T No. 7289.

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

SECTION 1. Permission and authority are hereby given and granted to Harris Trust & Savings Bank, Trustee, U/T No. 7289, upon the terms and subject to the conditions of this ordinance to maintain and use a concrete loading platform. Dimensions of said platform are fifty-four (54) feet in length, twelve (12) feet ten (10) inches in width and three (3) feet eight (8) inches in height, located in the sixty-eight (68) foot five (5) inch public right-of-way of N. Mendell (Bremen Street) beginning approximately ten (10) feet north of the north line of W. Armitage Avenue, adjoining the premises known as No. 2001 N. Elston Avenue. Authority for said privilege to remain in effect for a period of five (5) years from and after October 15, 1983.

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 15, 1983, and each succeeding payment on the same day and month 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Hilton Hotels Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Hilton Hotels Corporation, a Delaware Corporation, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use vaulted sidewalk space adjacent to premises located at 720 South Michigan Avenue, described as follows:

UNDER SOUTH MICHIGAN AVENUE AS EXISTS

- 1st level- approximately four hundred (400) feet in length, thirty (30) feet in width;
- 2nd level- approximately two hundred fifty-five (255) feet in length, thirty (30) feet in width;
- 3rd level- approximately one hundred fifteen (115) feet in length, fifteen (15) feet in width;
- 4th and 5th level- approximately fifteen (15) feet in length, fifteen (15) feet in width.

Total usage under South Michigan Avenue amounts to 21,825 square feet.

UNDER EAST BALBO STREET AS EXISTS

- 1st level-approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width;
- 2nd level-approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width;
- 3rd level-approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width;
- 4th level- approximately one hundred ten (110) feet in length, fourteen (14) feet in width;
- 5th level- approximately one hundred ten (110) feet in length, fourteen (14) feet in width;
- 6th level- approximately twenty (20) feet in length, fourteen (14) feet in width.

DIMENSIONS OF ADDITIONAL VAULTED SPACE TO BE CONSTRUCTED UNDER EAST BALBO STREET

- 1st level- approximately one hundred ninety-six (196) feet in length, fourteen (14) feet in width;
- 2nd level- approximately one hundred ninety-six (196) feet in length, fourteen (14) feet in width.

Total usage under East Balbo Street amounts to 16,450 square feet.

UNDER SOUTH WABASH AVENUE AS EXISTS

- 1st level- approximately two hundred fourteen (214) feet in length, twenty (20) feet in width;
- 2nd level- approximately twenty (20) feet in length, ten (10) feet in width;
- 3rd level- approximately twenty (20) feet in length, ten (10) feet in width.

DIMENSIONS OF ADDITIONAL VAULTED SPACE TO BE CONSTRUCTED UNDER SOUTH WABASH AVENUE

- 1st level- approximately one hundred eighty-eight (188) feet in length, fifteen (15) feet in width;

2nd level- approximately one hundred eighty-eight (188) feet in length, fifteen (15) feet in width.

Total usage under South Wabash Avenue amounts to 10,320 square feet.

UNDER 8TH STREET AS EXISTS

1st level- approximately four hundred twelve (412) feet in length, fourteen (14) feet in width;

2nd level- approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width.

Total usage under 8th Street amounts to 8,302 square feet.

The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after February 15, 1983.

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 Five Thousand Six Hundred Forty-nine and no/100 Dollars (\$5,649.00) per annum, in advance, the first payment to be made as of February 15, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3: This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago

first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Illinois Auto Truck Co.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Auto Truck Company, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) four (4) inch plastic conduits, containing telephone lines. Said conduits are installed at a minimum of two (2) feet below street grade, with sand backfill, under and across the sixty-six (66) foot right-of-way of South Wabash Avenue in a diagonal direction at a point on the east side of S. Wabash Avenue of approximately two hundred thirty-nine (239) feet south of the South Line of East 26th Street, and at a point on the west side of S. Wabash Avenue of approximately

two hundred fifty-four (254) feet south of the South Line of East 26th Street, connecting premises at No. 2617 S. Wabash Avenue with No. 2624 S. Wabash Avenue; for a period of five (5) years from and after July 7, 1983.

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 July 7, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Assoc.

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 vaulted sidewalk space adjacent to its property located at No. 6 North Michigan Avenue.

1) SUBSURFACE SPACE (Vaults) Under North Michigan Avenue and Madison Street.

UNDER NORTH MICHIGAN AVENUE: Vaulted space shall run for a total distance of ninety-eight (98) feet at a width of fifteen (15) feet.

UNDER MADISON STREET: Vaulted space shall run for a total distance of one hundred sixty-two (162) feet and at a width of fourteen (14) feet.

Said vaulted areas shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Thirty-three and no/100 Dollars (\$2,033.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$5,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance

which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Lake and Michigan Real Estate Investment
Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to Lake and Michigan Real Estate Investment Partnership and 200 North Michigan Partnership, Ltd., upon the terms and subject to the conditions of this ordinance to maintain and use vaulted sidewalk space adjacent to its property located at 200-14 N. Michigan Avenue. Said vaulted space shall exist under and along the N. Michigan Avenue property lines of 200-14 N. Michigan Avenue, for a total distance of one hundred twenty-five (125) feet at a width of twenty-three (23) feet and depth of fourteen (14) feet. Said vaulted area shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Two Hundred Eight and no/100 Dollars (\$2,208.00) 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 \$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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 John Lubinski.

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

SECTION 1. Permission and authority are hereby given and granted to John Lubinski, upon the terms and conditions of this ordinance to maintain and use a portion of the sidewalk adjacent the property commonly known as No. 1530 N. Milwaukee Avenue. The area will be utilized for the display of merchandise, and shall extend two (2) feet into the public way from No. 1530 N. Milwaukee Avenue, over a length of fifty (50) feet. This area shall be utilized 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 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.

SECTION 2. The grantee agrees to pay 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 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 Insurance Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. 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 to be paid to the City Comptroller.

Grant to Northwestern University.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern University, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a Utility Service Tunnel, used for the purpose of steam distribution, beginning two hundred fifty (250) feet east of the east line of Fairbanks Court and proceeding easterly on the south side of E. Superior Street, and connecting with the existing tunnel under and across E. Superior Street at a point three hundred ninety-seven (397) feet east of the east line of Fairbanks Court, and continuing into the tunnel running north from the north line of E. Superior Street into Abbott Hall. Said tunnel not to exceed an average of nine (9) feet eight (8) inches in height and eight (8) feet in width, outside dimensions, throughout its entire length along the southerly side of E. Superior Street and twelve (12) feet in width, outside dimensions, under and across E. Superior Street. The portion of said Utility Service Tunnel running easterly on the south side of E. Superior Street to contain the following conduits:

- one (1) eight (8) inch steam line
- one (1) six (6) inch steam line
- one (1) twelve (12) inch steam line
- three (3) four (4) inch condensate lines
- one (1) six (6) inch Fire Department hook-up water main

Portion of said tunnel running under and across E. Superior Street to contain the following conduits:

- one (1) three (3) inch steam line
- one (1) five (5) inch steam line
- one (1) six (6) inch steam line
- two (2) four (4) inch condensate lines
- one (1) three (3) inch condensate line
- one (1) one quarter (1-1/4) condensate line one (1) eight (8) inch Fire Department hook-up water main.

Above authority shall exist for a period of five (5) years from and after May 8, 1982.

The location of said privilege shall be 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 Seven Hundred Forty-six and no/100 dollars (\$1,746.00)

per annum; in advance, the first payment to be made as of May 8, 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 of said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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. D. Peacock, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to C. D. Peacock, Inc., an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, an ornamental clock. Dimensions of the clock are approximately seven feet ten and one-half inches (7'10 1/2") in height, four feet eight inches (4'8") in width across the face of the clock, and two feet two inches (2'2") in width across the side of the clock. The projection of the clock from the corner of the building is approximately six (6) feet, with the lowest portion of the clock at a height of approximately nineteen feet one inch (19' 1") above the sidewalk grade. Said clock is located at the southeast corner of E. Monroe Street and S. State Street, attached to the building commonly known as No. 101 South State Street; for a period of five (5) years from and after September 12, 1983.

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 September 12, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Replogle Globes, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Replogle Globes, Inc., upon the terms and subject to the conditions of this ordinance, to occupy an eighteen (18) foot strip of parkway along the north line of West Cortland Avenue, commencing at a point on the north line of same seventy-three (73) feet nine (9) inches east of the east line of North Narragansett Avenue, thence running in an easterly direction a distance of three hundred fifteen (315) feet except for a twenty (20) foot fire lane for a total of two hundred ninety-five (295) feet. This strip of land is to be used to create thirty-nine (39) parking stalls. The authority herein granted is for a period of five (5) years from and after September 24, 1983.

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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Eighty and no/100 Dollars (\$1,080.00) per annum, in advance, the first payment to be made as of September 24, 1983 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 Insurance Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the Insurance Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, 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 St. Rita of Cascia College.

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

SECTION 1. Permission and authority are hereby given and granted to St. Rita of Cascia College, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a subterranean pedestrian tunnel under and across S. Claremont Avenue, used by the faculty and also for steam pipes to supply heat from central heating plant in building

known as St. Rita Monastery to building known as St. Rita High School. Outside dimensions of tunnel are approximately eight (8) feet in width, seven (7) feet in height, two (2) feet six (6) inches below street grade, proceeding in an east-west direction under and across the sixty-six (66) foot right-of-way of S. Claremont Avenue, seventy-two (72) feet south of the south line of W. 63rd Street; for a period of five (5) years from and after August 18, 1983.

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 August 18, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Shetland Properties of Chicago, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Shetland Properties of Chicago, Inc., an Illinois corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a railroad switch track on the easterly line of S. Lumber Street two hundred seventy (270) feet, southwesterly of the south line of W. 18th Street; thence running southwesterly on a curve on and along S. Lumber Street and S. Stewart Avenue a distance of one hundred fifty-two (152) feet, for a period of five (5) years from and after April 14, 1983.

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 Three and no/100 Dollars (\$303.00) per annum, in advance, the first payment to be made as of April 14, 1983 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 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 Texas Eastern Transmission Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Texas Eastern Transmission Corporation, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain, operate, remove, replace and repair a private pipeline for the transmission and transportation of oil, petroleum and petroleum products, consisting of a steel pipeline, fourteen (14) inches in diameter, encased in a steel casing twenty (20) inches in diameter, beginning at a point on the west side of S. Kedzie Avenue, thence continuing east under and across S. Kedzie Avenue at a point seven hundred forty-eight (748) feet north of the center line of W. 36th Street at a depth of one and fifteen hundredths (1.15) feet, thence into private property, and continuing diagonally northeasterly on private property and under and across S. California Avenue to the east line of S. California Avenue at a point one thousand one hundred thirty-five (1,135) feet north of the center line of W. 35th Street at a depth of six (6) feet; for a period of five years from and after November 7, 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 and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of November 7, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall

remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 7. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The Catholic Bishop of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to The Catholic Bishop of Chicago, a corporation sole, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete pipe tunnel under and across N. Wabash Avenue, two hundred fifty-five (255) feet south of the center line of E. Chicago Avenue, connecting the premises known as 729 N. Wabash Avenue with the premises known as 730 N. Wabash Avenue. Said pipe tunnel shall be not less than six (6) feet in depth and four (4) feet six (6) inches in width, inside dimensions, and shall contain one (1) four (4) inch condensate pump discharge pipe, one (1) ten (10) inch medium pressure steam pipe and one (1) one (1) inch trap discharge pipe; for a period of five (5) years from and after September 11, 1983.

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 11, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 Northern Trust Company.

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

SECTION 1. Permission and authority are hereby given and granted to The Northern Trust Company, an Illinois corporation, upon the terms and subject to the conditions of this ordinance to maintain sidewalk containing electric snow melting facilities and steel curbs. The sidewalk along the Wacker Drive frontage shall be fourteen feet six and one-half inches (14'6½") in width and shall extend two hundred ten and forty-four hundredths (210.44) feet north from the north curb line of West Adams Street on the east side of South Wacker Drive and shall be twelve (12) feet in width along the Adams Street frontage and extend one hundred thirty-eight and thirty-four hundredths (138.34) feet east from the east curb line of South Wacker Drive on the north side of West Adams Street. Authority herein granted for a period of five (5) years from and after August 1, 1983.

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 August 1, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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 University of Chicago.
(Pipe Trench)*

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago to maintain and use as now installed a pipe trench approximately four (4) feet six (6) inches in width and four (4) feet in depth containing an eight (8) inch steam main and a four (4) foot return in a fifteen (15) inch conduit placed on concrete pads eight (8) feet O.C. with well tapped sand-fill above said conduit, containing C.I. Plates, eight (8) inch reinforced concrete slab between curbs and ten (10) inch road bed over slab, under and across the eighty (80) foot public right of way of S. University Avenue twenty (20) feet south of the south line of E. 60th Street, thence entering into private property, for a period of five (5) years from and after August 11, 1983. File No. 23.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of August 11, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to The University of Chicago. (Tunnels)

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

SECTION 1. Permission and authority are hereby given and granted to The University of Chicago upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) steam tunnels used to service the Accelerator Building located at Nos. 5604-5620 S. Ellis Avenue.

Tunnel No. 1. Dimensions are approximately five (5) feet four (4) inches in width, and six (6) feet eight (8) inches in height; outside dimensions, beginning at a depth underneath the sidewalk approximately one (1) foot five (5) inches; on the west side of S. Ellis Avenue from a point two hundred eighty (280) feet south of the south line of E. 56th Street.

Tunnel No. 2. Dimensions are approximately eleven (11) feet in width and nine (9) feet eight (8) inches in height, outside dimensions, beginning at a depth underneath the sidewalk approximately one (1) foot five (5) inches, running east from the Accelerator Building to a point two (2) feet west of the west curb line of S. Ellis Avenue, located at the north end of the above mentioned north-south tunnel;

for a period of five (5) years from and after June 11, 1983.

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 Forty-four and no/100 Dollars (\$644.00) per annum, in advance, the first payment to be made as of June 11, 1983 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 Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. 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 7. 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 8. 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.

Orders Passed for Grants of Privileges in Public Ways.

The Committee on Streets and Alleys to which had been referred (June 28 and/ July 6, 1983 thirty-nine 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 Cullerton *each* of the said proposed orders was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, 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 American National Bank & Trust Co.,
U/T No. 28443: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National Bank & Trust Co., U/T No. 28443 to maintain and use an existing canopy over the public right of way in N. Rush Street attached to the building or structure located at No. 545 N. Rush Street for a period of three (3) years from and after August 30, 1983 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 63 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Eighty-eight and no/100 Dollars (\$88.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to American National Bank & Trust Co.,
U/T No. 56244: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National

Bank & Trust Co., U/T No. 56244 to construct, maintain and use a canopy over the public right of way in W. Jackson Boulevard attached to the building or structure located at No. 10 W. Jackson Boulevard 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 30 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-five and no/100 Dollars (\$55.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Irving Austin Building Corp.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Irving Austin Building Corporation to maintain and use an existing canopy over the public right of way in W. Irving Park Road attached to the building or structure located at No. 6008 W. Irving Park Road for a period of three (3) years from and after June 9, 1983 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 33 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-eight and no/100 Dollars (\$58.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Baird-Warner Management Co.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Baird-Warner Management Company to construct, maintain and use an existing canopy over the public right of way in E. Ontario Street attached to the building or structure located at No. 148 E. Ontario 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 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Nick Bappert d/b/a Nick's Meat Market: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Nick Bappert d/b/a Nick's Meat Market to maintain and use an existing canopy over the public right of way in N. Pulaski Road attached to the building or structure located at No. 2957 N. Pulaski Road for a period of three (3) years from and after August 30, 1983 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 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. The permittee shall also indemnify and hold harmless

the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Blackstone Limited Partnership: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Blackstone Limited Partnership to maintain and use an existing canopy over the public right of way in E. Balbo Avenue attached to the building or structure located at No. 636 S. Michigan Avenue for a period of three (3) years from and after July 8, 1983 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 7 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Bob's News Stand: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Bob's News Stand to maintain and use a canopy over the public right of way in S. Lake Park attached to the building or structure located at No. 5100 S. Lake Park 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 15 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Chicago Loop Synagogue: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago Loop Synagogue to maintain and use an existing canopy over the public right of way in S. Clark Street attached to the building or structure located at No. 16 S. Clark Street for a period of three (3) years from and after September 17, 1983 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 8 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to China Restaurant, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to China Restaurant,

Inc. to maintain and use an existing canopy over the public right of way in S. Wentworth Avenue attached to the building or structure located at No. 2253 S. Wentworth Avenue for a period of three (3) years from and after September 28, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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Grant to Circle Studio: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Circle Studio to maintain and use an existing canopy over the public right of way in N. Western Avenue attached to the building or structure located at No. 5600 N. Western 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 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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Grant to Deno's Deli & Pub: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Deno's Deli & Pub to maintain and use a canopy over the public right of way in N. State Street attached to the building or structure located at No. 800 N. State 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 16 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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*Grant to George Diamond Steak House Restaurant, Inc.:
Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to George Diamond Steak House Restaurant, Inc. to maintain and use an existing canopy over the public right of way in S. Wabash Avenue attached to the building or structure located at No. 630 S. Wabash Avenue for a period of three (3) years from and after August 14, 1983 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 7 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. The permittee shall also indemnify and hold

harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Elinon Hotel: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Elinon Hotel to maintain and use an existing canopy over the public right of way in N. Cicero Avenue attached to the building or structure located at No. 3216 N. Cicero Avenue for a period of three (3) years from and after August 31, 1983 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 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to Essaness Theatres Corporation of Illinois:
Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Essaness Theatres Corporation of Illinois to maintain and use an existing canopy over the public right of way in W. Randolph Street attached to the building or structure located at Nos. 50-56 W. Randolph Street for a period of three (3) years from and after September 24, 1983 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 65 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Ninety and no/100 Dollars (\$90.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Marvin Glass & Associates: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Marvin Glass & Associates to maintain and use an existing canopy over the public right of way in N. LaSalle Street attached to the building or structure located at Nos. 811-815 N. LaSalle Street for a period of three (3) years from and after May 9, 1983 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 27 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-two and no/100 Dollars (\$52.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Golden Bear Family Restaurants, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Golden Bear Family Restaurants, Inc. to maintain and use an existing canopy over the public right of way in E. Chicago Avenue attached to the building or structure located at No. 109 E. Chicago Avenue for a period

of three (3) years from and after September 24, 1983 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 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Fred & Evelyn Greif: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Fred and Evelyn Greif to maintain and use an existing canopy over the public right of way in N. Clybourn Avenue attached to the building or structure located at No. 1578 N. Clybourn Avenue for a period of three (3) years from and after June 9, 1983 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 54 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-nine and no/100 Dollars (\$79.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Here's Chicago: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Here's Chicago to construct, maintain and use a canopy over the public right of way in N. Lake Shore Drive attached to the building or structure located at No. 505 N. Lake Shore Drive 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 11 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Hi-Hopes, Inc. d/b/a The Bitter End: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Hi-Hopes, Inc. d/b/a The Bitter End to maintain and use a canopy over the public right of way in W. Melrose Avenue attached to the building or structure located at No. 5606 W. Melrose 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 8 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Hyde Park Diner: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Hyde Park Diner to maintain and use a canopy over the public right of way in S. Hyde Park Boulevard attached to the building or structure located at No. 5319 S. Hyde Park Boulevard for a period of three (3) years from and after the 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 67 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Ninety-two and no/100 Dollars (\$92.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Irmco Properties & Management Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Irmco Properties & Management Corporation to maintain and use an existing canopy over the public right of way in South Shore Drive attached to the building or structure located at No. 5500 South Shore Drive 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 25 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to R. H. Love Galleries, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to R. H. Love Galleries, Inc. to maintain and use an existing canopy over the public right of way in E. Ohio Street attached to the building or structure located at No. 100 E. Ohio Street for a period of three (3) years from and after February 1, 1983 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 15 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to John J. Maloney: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to John J. Maloney to maintain and use an existing canopy over the public right of way in W. Bryn Mawr Avenue and N. Artesian Avenue attached to the building or structure located at No. 2434 W. Bryn Mawr Avenue for a period of three (3) years from and after July 7, 1983 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

76 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred One and no/100 Dollars (\$101.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Maxine's Beauty Magic Boutique Ltd.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Maxine's Beauty Magic Boutique Ltd. to maintain and use an existing canopy over the public right of way in E. 53rd Street attached to the building or structure located at No. 1507 E. 53rd Street for a period of three (3) years from and after the 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 8 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Odoms Cosmetique "LeBeaux Visage": Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Odoms Cosmetique "LeBeaux Visage" to maintain and use a canopy over the public right of way in S. Harper Avenue attached to the building or structure located at No. 5200 S. Harper Avenue for a period of three (3) years from and after the 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 3 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Orly's: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Orly's to construct, maintain and use a canopy over the public right of way in S. Hyde Park Boulevard attached to the building or structure located at No. 5498 S. Hyde Park Boulevard 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 7 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Jacquelin Pele: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jacquelin Pele to maintain and use an existing canopy over the public right of way in N. Elston Avenue attached to the building or structure located at No. 1177 N. Elston Avenue for a period of three (3) years from and after May 5, 1983 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 9 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Jerry Ranalli: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jerry Ranalli to construct, maintain and use a canopy over the public right of way in E. Delaware Place attached to the building or structure located at No. 60 E. Delaware Place 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 5 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to George Sejann: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to George Sejann 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 No. 2506 W. 63rd Street for a period of three (3) years from and after August 3, 1983 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 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Ivan Shapkarov: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Ivan Shapkarov to maintain and use an existing canopy over the public right of way in N. Ashland Avenue attached to the building or structure located at No. 3356 N. Ashland Avenue for a period of three (3) years from and after July 7, 1983 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 3 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to 1028 North Rush Street Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 1028 North Rush Street Corporation to maintain and use an existing canopy over the public right of way in N. Rush Street attached to the building or structure located at No. 1028 N. Rush Street for a period of three (3) years from and after June 9, 1983 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 15 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 Quadrangle Club: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Quadrangle Club to maintain and use an existing canopy over the public right of way in E. 57th Street attached to the building or structure located at No. 1155 E. 57th 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 10 feet in length, nor 13 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Town Management Corp.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Town Management Corp. to maintain and use an existing canopy over the public right of way in N. Dearborn Parkway attached to the building or structure located at No. 1036 N. Dearborn Parkway for a period of three (3) years from and after August 18, 1983 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 17 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to 201 East Walton Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 201 East Walton Condominium Association to maintain and use an existing canopy over the public right of way in

E. Walton Street attached to the building or structure located at No. 201 E. Walton Street for a period of three (3) years from and after June 9, 1983 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 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Walgreens: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Walgreens to construct, maintain and use eight canopies over the public right of way in N. Michigan Avenue attached to the building or structure located at No. 300 N. Michigan 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 canopies not to exceed 4 at 16 feet and 4 at 15 feet respectively in length, nor 8 at 5 feet respectively in width. Upon the filing of the acceptance and bond and payment of Four Hundred and no/100 Dollars (\$400.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies and arising out of and including the passive negligence of the City of Chicago.

Grant to Wendy's International, Inc.: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Wendy's International, Inc. to maintain and use two (2) canopies over the public right of way in S. State Street and W. Quincy Place attached to the building or structure located at No. 232 S. State Street, and 5 W. Quincy Place for a period of three (3) years from and after May 4, 1983 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 5 and 8 feet respectively in length, nor 2 and 4 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. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies and arising out of and including the passive negligence of the City of Chicago.

Grant to Norman E. Wesley: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Norman E. Wesley to maintain and use an existing canopy over the public right of way in N. Southport Avenue attached to the building or structure located at No. 3301 N. Southport Avenue for a period of three (3) years from and after May 3, 1983 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 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. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy and arising out of and including the passive negligence of the City of Chicago.

Grant to Whitehall Hotel: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Whitehall Hotel 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. 105 E. Delaware Place for a period of three (3) years from and after March 18, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 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 Wisconsin Row Management: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Wisconsin Row Management to maintain and use two canopies over the public right of way in E. Cedar Street attached to the building or structure located at Nos. 59-65 E. Cedar 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 canopies not to exceed 6 feet respectively in length, nor 3 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. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies and arising out of and including the passive negligence of the City of Chicago.

**Amendment of Order Granting Permission to Red Steer,
Inc. d/b/a Houlihan's Old Place, to Construct
Maintain and Use Six Canopies in Public Way.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed amendatory ordinance (transmitted therewith) which was referred to the committee on June 28, 1983:

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

SECTION 1. That the order passed by the City Council on November 12, 1982, Page 13455, granting permission to Red Steer, Inc., d/b/a Houlihan's Old Place, upon the terms and subject to the conditions of this order to construct, maintain and use six (6) canopies over the public right of way in N. Dearborn Street, for a period of three (3) years from and after November 12, 1982, be and the same is hereby amended by striking out of, as printed, the following

- 1.- construct, maintain and use six (6) canopies
- 2.- 4 at 21 feet, 1 at 19 feet and 1 at 7 feet
- 3.- \$300.00 per annum

and inserting in lieu thereof:

1.- construct, maintain and use seven (7) canopies

2.- 5 at 21 feet, 1 at 19 feet and 1 at 7 feet

3.- \$350.00 per annum

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--46.

Nays--None.

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

**Part of S. Carpenter St. Lying between W. Van Buren
and W. Tilden Sts. Vacated.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on January 18, 1983 C.J.P. p. 15520).

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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, 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 streets 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. Carpenter Street lying west of the west line of Lot 1 in

Assessor's Division of Block 25 in Duncan's Addition to Chicago being a Subdivision of the E. 1/2 of the N.E. 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian and the east 174 feet of Block 26 of Canal Trustee's Subdivision of the W. 1/2 and the W. 1/2 of the N.E. 1/4 of Section 17 aforementioned;

lying east of the east line of Lots 1 and 30 in Egan's Subdivision of Block 26 in Canal Trustee's Subdivision aforementioned;

lying south of a line drawn from the northwest corner of Lot 1 in Assessor's Division aforementioned, to the northeast corner of Lot 1 in Egan's Subdivision aforementioned; and lying north of a line drawn from the southwest corner of Lot 1 in Assessor's Division aforementioned, to the southeast corner of Lot 30 in Egan's Subdivision aforementioned; said public street herein vacated being further described as all of S. Carpenter Street lying between the south line of W. Van Buren Street and the north line of W. Tilden 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 no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee No. 10-40308-09 and Trust No. 10-38480-09, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public street hereby vacated, the sum of Sixty-seven Thousand and no/100 Dollars (\$67,000.00), 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 curbing returns and constructing sidewalk and curb across the entrances to S. Carpenter Street hereby vacated, similar to the sidewalk and curb in S. Van Buren Street and W. Tilden Street. The precise amount of sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee No. 10-40308-09 and Trust No. 10-38480-09, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

**Alley Vacation, Street Dedication and Alley Opening
in Area Bounded by W. Fifth Av., W. Van Buren St.,
S. Trumbull Av. and S. Homan Av.**

The Committee on Streets and Alleys submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass the said proposed ordinances transmitted therewith authorizing the alley vacation, street dedication and alley opening in the area bounded by W. Fifth Avenue, W. Van Buren Street, S. Trumbull Avenue and S. Homan Avenue.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, 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:

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 alleys and part of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 12-foot public alley lying east of the east line of Lots 28, 29, 32, 33, and 36; lying west of the west line of Lots 27, 30, 31, 34, and 35; lying south of the line drawn from the northwest corner of Lot 27 to the northeast corner of Lot 28 all in Ann Rawson's Subdivision of Lots 11, 12, and 13 of Bradley and Honore's Subdivision in the W. 1/2 of the N.E. 1/4 of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; lying north of the north line of W. Van Buren Street as opened by Order of Possession by the Circuit Court October 25, 1892, General No. 74197;

also

all of the north-south 12-foot public alley lying west of the west line of Lots 39, 42, 43, 46, 47, and 50; lying east of the east line of Lots 40, 41, 44, 45, 48 and 49 in Ann Rawson's Subdivision aforementioned; lying south of the south line of W. Van Buren Street as opened by Order of Possession by the Circuit Court October 25, 1892, General No. 74197; and lying north of line 120 feet south of and parallel with said south line of W. Van Buren Street as opened;

also

all of the northeasterly-southwesterly 13-foot public alley lying southeasterly of the southeasterly line of Lots 146 to 155, both inclusive; lying northwesterly of the northwesterly line Lots 142 and 145; lying northwesterly of a line drawn from the most northerly corner of Lot 142 to the west corner of Lot 145; lying westerly of a line drawn from the north corner of Lot 145 to the southeast corner of Lot 146; and lying easterly of a line drawn from the west corner of Lot 142 to the southwest corner of Lot 155 all in Ann Rawson's Subdivision aforementioned;

also

all of the north-south 12-foot public alley lying east and northeasterly of the east and northeasterly lines of Lots 141 and 142 in Ann Rawson's Subdivision aforementioned; lying east of the east line of Lot 6 in Kinne's Subdivision of Lots 129, 130, 133, 134, 137, 138, and that part of Lot 126 lying north of W. Van Buren Street all in Ann Rawson's Subdivision aforementioned; lying east of a line drawn from the northeast corner of Lot 5 to the southeast corner of Lot 6 in Kinne's Subdivision aforementioned; lying northwesterly and west of the northwesterly and west lines of Lots 136, 139, 140, 143, and 144 in Ann Rawson's Subdivision aforementioned; lying southerly of a line drawn from the most northerly corner of Lot 142 to the west corner of Lot 145 in Ann Rawson's Subdivision aforementioned; lying north of the north line of Lot 5 in Kinne's Subdivision aforementioned, produced east 12 feet;

also

all the east-west 10-foot public alley dedicated by instrument recorded May 5, 1898 in the Office of the Recorder of Deeds as Document No. 2682196 and being further described as the south 10 feet of Lot 6 in Kinne's Subdivision aforementioned; said public alleys and part of public alleys herein vacated being further described as all of the remaining public alleys in the block bounded by W. Fifth Avenue, W. Van Buren Street, S. St. Louis Avenue, and S. Trumbull Avenue; also the north 120 feet of the north-south 12-foot public alley in the block bounded by W. Van Buren Street, W. Congress Parkway, S. Trumbull Avenue, and S. Homan Avenue; also the south 103 feet of the north-south 12-foot public alley in the block bounded by W. Fifth Avenue, W. Van Buren Street, S. Trumbull Avenue, and S. Homan Avenue as colored in red and indicated by the words "TO BE VACATED" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of the 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 Evangelical Hospital Association, shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

That that part of Lots 2, 3, 4, and 5 in Kinne's Subdivision in the W. 1/2 of the N.E. 1/4 of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 16, 1895, as Document No. 232-1961, together with that part of Lots 127 and 128 in Ann Rawson's Subdivision of Lots 11, 12, and 13 of Bradley and Honore's Subdivision of part of the W. 1/2 of the N.E. 1/4 of Section 14, aforesaid together with that part of the 12 foot wide vacated alley lying east of and adjoining the east line of Lot 5, aforesaid, lying west of and adjoining the west line of Lots 127 and 128 aforesaid, and lying north of and adjoining the north line of W. Van Buren Street, bounded and described as follows: beginning at a point on the north line of said W. Van Buren Street, 27.0 feet west of the intersection of said north line with the east line of Lot 127, aforesaid; thence north 89 degrees 41 minutes 55 seconds west along the north line of said W. Van Buren Street, 182.02 feet; thence northeasterly along a curved line, convex northwest and having a radius of 38.0 feet, and arc distance of 48.53 feet to a point of tangency with a line 27.0 feet, measured at right angles, north of and parallel with the north line of said W. Van Buren Street (the chord of said arc bears north 53 degrees 42 minutes 52 seconds east, 45.30 feet); thence south 89 degrees 41 minutes 55 seconds east along said last described parallel line, 63.63 feet; thence south 71 degrees 28 minutes 41 seconds east, 86.35 feet to the place of beginning, in Cook County, Illinois;

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 six (6) months after the passage of this ordinance, the Evangelical Hospital Association shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of part of the property abutting public alleys and part of public alleys hereby vacated, the sum of Thirteen Thousand and no/100 Dollars (\$13,000.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property adjoining said public alleys and part of public alleys hereby vacated.

SECTION 4. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over and along the public alleys and part of public alley as herein vacated with the right of ingress and egress.

SECTION 5. The vacations herein provided for are made upon the express condition that within (6) six months after the passage of this ordinance, the Evangelical Hospital Association shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacations and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

WHEREAS, The City of Chicago (Department of Housing), in connection with the Project Homan-Van Buren Bethany Hospital, desires to open for alley purposes a parcel of land located approximately 110.5 feet north of W. Van Buren Street lying between S. Homan Avenue and the north-south 12-foot public alley in the block bounded by W. Fifth Avenue, W. Van Buren Street, S. Trumbull Avenue and S. Homan Avenue; and

WHEREAS, The City of Chicago, is the owner of all of the property involved in said opening; now, therefore,

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

SECTION 1. That the following described property shall be opened for use as a public alley:

That part of Lot 26 and the south 1/2 of Lot 23 in Ann Rawson's Subdivision of Lots 11, 12, and 13 of Bradley and Honore's Subdivision of the west 1/2 of the northeast 1/4 of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; described as follows: Beginning at the northeast corner of the south 1/2 of said Lot 23; thence southerly along the easterly line of said Lot 23, 12.0 feet; thence westerly parallel with the north line of the south 1/2 of said Lot 23, 29.28 feet; thence southwesterly 50.24 feet to a point on a line 30.0 feet, measured at right angles, south of and parallel with the north line of the south 1/2 of said Lot 23, said point being 40.0 feet, as measured along said parallel line, east of the intersection of said parallel line with the west line of said Lot 26; thence northerly along the westerly line of said Lots 26 and 23, 30.0 feet to the north line of the south 1/2 of said Lot 23; thence easterly along said last described line, 116.28 feet to the place of beginning, in Cook County, Illinois.

SECTION 2. That the City of Chicago (Department of Housing), shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**East-West Public Alley and Part of North-South Public Alley Vacated
in Block Bounded by E. 32nd St., E. 33rd Blvd.,
S. Michigan Av., Etc.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on December 15, 1982 C.J.P. p. 14265).

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 that part of the east-west 20-foot public alley dedicated by plat recorded October 8, 1968, as Document No. 20638786 in the Office of the Recorder of Deeds in Cook County, Illinois, and described as follows:

The south 20 feet of the north 21 feet of Lot 8 in Block 1 in J. Wentworth's Subdivision of the S. 60 acres of the W. 1/2 of the N.W. 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian;

also

all that part of the north-south 20-foot public alley lying west of the west line of Lots 7 and 8; lying east of the east line of Lots 39 and 40; lying north of the westerly extension of the south line of the north 21 feet of Lot 8; and lying south of the easterly extension of the south line of the north 21 feet of Lot 40 all in Block 1 in J. Wentworth's Subdivision aforementioned; said public alley and part of public alley herein vacated being further described as all of the east-west 20-foot public alley and the south 25 feet of the remaining north-south 20-foot public alley all in the block bounded by E. 32nd Street, E. 33rd Boulevard, S. Michigan Avenue and S. Indiana Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The beneficiary shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property;

The south 20 feet of the north 21 feet of Lot 40 in Block 1 in J. Wentworth's Subdivision of the S. 60 acres of the W. 1/2 of the N.W. 1/4 of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian;

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, Illinois College of Optometry shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public alley and part of public alley hereby vacated, the sum of Twelve Thousand and no/100 Dollars (\$12,000.00) which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the east-west 20-foot public alley hereby vacated, similar to the sidewalk and curb in S. Indiana Avenue and the cost of constructing paving and curbs in and to the 20-foot public alley to be dedicated. The precise amount of 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 120 days after the passage of this ordinance, the Illinois College of Optometry 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.

**Portion of E. 85th St. East of S. St. Lawrence Av. Opened
for Board of Education — Pirie School Site.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted for the Board of Education opening the north 33 feet of E. 85th Street east of S. St. Lawrence Avenue at the Pirie School site (6th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 Board of Education of the City of Chicago desires to open for street purposes the North ½ (33.0 feet) of East 85th Street, east of South St. Lawrence Avenue at the John T. Pirie School site; and

WHEREAS, The Board of Education at its regular meeting held October 13, 1982, (No. 82-210-5) recommended said street opening; and

WHEREAS, The Board of Education of the City of Chicago is the owner of all of the property involved in said opening; now, therefore,

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

SECTION 1. That the following described property be open for use as a part of East 85th Street:

The south 33.0 feet of the West ½ of the Northeast ¼ of the Southeast ¼ (except the west 183.0 feet thereof) of Section 34, Township 38 North, Range 14 East of the Third Principal Meridian.

SECTION 2. The Board of Education shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Time Extension Ordinance Concerning Progressive Baptist
Church Housing Foundation.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed Time Extension ordinance transmitted herewith. The original ordinance passed the City Council May 27, 1982 (C.J. pp. 10864-10865) to Progressive Baptist Church Housing Foundation, vacating the south 324.09 feet of the north-south 16-foot public alley and all of the first east-west 16-foot public alley north of W. 37th Street all in the block bounded by W. 35th Street, W. 37th Street, W. Wells Street, and S. Wentworth Avenue.

The original ordinance was not recorded within the six month time period (11th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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, An ordinance was passed by the City Council on May 27, 1982, appearing on pages 10864 and 10865 of the Journal of the Proceedings of said date, providing for "Part of North-South Public Alley Vacated in Block Bounded by W. 35th St., W. 37th St., S. Wells St., and S. Wentworth Av.;" and

WHEREAS, Said ordinance was not recorded within the time limit of six 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 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 that part of the north-south 16 foot public alley lying west of the west line of Lots 1 to 13, both inclusive, lying east of the east line of Lots 38 to 46, both inclusive, lying east of a line drawn from the southeast corner of Lot 45 to the northeast corner of Lot 46, lying south of the south line of Lot 14, extended west, to the east line of Lot 38, and lying north of a line drawn from the southwest corner of Lot 1 in the southeast corner of Lot 46 all in LeMoyne's Subdivision of the S. ½ of Block 19 of the Canal Trustee's Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian;

also

all of the east-west 16 foot public alley lying south of the south line of Lot 45, lying north of the north line of Lots 46 to 50, both inclusive, lying west of a line drawn from the southeast corner of Lot 45 to the northeast corner of Lot 46 and lying east of a line drawn from the southwest corner of Lot 45 to the northwest corner of Lot 46 and lying east of a line drawn from the southwest corner of Lot 45 to the northwest corner of Lot 50 all in LeMoyne's Subdivision aforementioned; said public alley and part of public alley herein vacated being further described as the south 324.09 feet of the north-south 16 foot public alley and all of the first east-west 16 foot public alley north of W. 37th Street all in the block bounded by W. 35th Street, W. 37th Street, S. Wells Street, and S. Wentworth Avenue as colored in red and indicated by the words "TO BE VACATED" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be

and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2: The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all the public alley and part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3: The vacations herein provided for are made upon the express condition that within six months after the passage of this ordinance, the Progressive Baptist Church Housing Foundation, 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 part of said public alleys hereby vacated, the sum of Eight Thousand Eight Hundred Ninety-nine and 35/100 Dollars (\$8,899.35), which sum in the judgment of this body will be equal to such benefits, the City of Chicago being the owner of the remaining property abutting said public alleys hereby vacated.

SECTION 4: The vacations herein provided for are made upon the express condition that within six months after the passage of this ordinance, the Department of Housing, 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.

Time Extension Ordinance Concerning Midway Airport.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed time extension ordinance transmitted herewith. The original ordinance was passed by the City Council September 15, 1982 (C.J. pp. 12321-12322) was not recorded within the required time period of 120 days, to Midway Airport, providing for the vacation of W. 58th Street between S. Central Avenue and S. Cicero Avenue within the boundary of Chicago Midway Airport. (23rd Ward)

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, 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 15, 1982, appearing on pages 12321 and 12322 of the Journal of the Proceedings of said date, providing for "Part of W. 58th Street within Boundary of Midway Airport Vacated," and lying between the west line of S. Cicero Avenue as open on the ground and the east line of S. Central Avenue as open on the ground; and

WHEREAS, Said ordinance was not recorded within the time limit of 120 days 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 street described in the following ordinance; now, therefore,

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

SECTION 1. That part of W. 58th Street, as dedicated by plat recorded March 18, 1921, in the Office of the Recorder of Deeds in Cook County, Illinois, as Document No. 7086690 and which is described as follows:

"For a public street 66 feet in width being 33 feet on each side of the north line of the S. 1/4 of the N. 1/2 of Section 16, Township 38 North, Range 13 East of the Third Principal Meridian;"

lying east of a line 35 feet east of and parallel to the west line of Section 16 aforementioned; and lying west of a line 50 feet west of and parallel to the east line of Section 16 aforementioned; said part of public street herein vacated being further described as all that part of W. 58th Street within the boundary of Chicago Midway Airport and lying between the west line of S. Cicero Avenue as open on the ground and the east line of S. Central Avenue as open on the ground, as colored in red and indicated by the Words "TO BE VACATED" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Department of Public Works shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Amendment of Ordinance for Vacation of Part of
N. West Water Street.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed Amending Ordinance transmitted herewith, to Riverside Park Ltd, vacating that part of N. West Water Street between W. Randolph Street and W. Washington Street.

The original ordinance passed the City Council on June 30, 1982, (C.J. pp. 11282-11283) said ordinance amended December 27, 1982, page 14594 and as amended March 9, 1983, page 16413 providing for "Portion of N. West Water Street Vacated" be and the same is hereby further amended by striking "Twelve (12) months" appearing in Section one (1) of said ordinance as amended March 9, 1983 and substituting in lieu thereof "eighteen (18) months" (27th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, Orr, Stone--45.

Nays--None.

Alderwoman Volini was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

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

The following is said amendatory ordinance as passed:

WHEREAS, That the ordinance passed by the City Council June 30, 1982, (C.J. pp. 11282-11283) vacating part of N. Water Street was amended December 27, 1982, (C.J. p. 14594) to extend the time period from six (6) months to nine (9) months and also corrected the legal description to include the Section, Township and Range, and was further amended March 9, 1983, (C.J. pp. 16413-16414) to extend the time period from nine (9) months to twelve (12) months; and

WHEREAS, The City of Chicago, the Metropolitan Sanitary District of Chicago and Riverside Park Ltd., now requires an additional six (6) months time period in order to complete the negotiations for transfer of deeds for the property to be used for a city riverfront park for the property needed for the Metropolitan Sanitary District Instream Aeration Facility Site; now, therefore,

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

SECTION 1. That an ordinance as passed by the City Council on June 30, 1982, as printed in the Journal of the Proceedings on said date, pages 11282-11283, and said ordinance as amended December 27, 1982, page 14594 and as amended March 9, 1983, page 16413 providing for "Portion of N. West Water Street Vacated" be and the same is hereby further amended by striking "twelve (12) months" appearing in Section one (1) of said ordinance as amended March 9, 1983 and substituting in lieu thereof "eighteen (18) months".

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

**Amendment of Ordinance for Vacation of Alleys in Block Bounded by
W. Oak, W. Walton, N. Franklin and N. Wells Sts., Etc.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed Amending ordinance transmitted herewith to The City of Chicago (Department of Housing) vacating all of the alleys in the block bounded by W. Oak Street, W. Walton Street, N. Franklin Street, and N. Wells Street, etc (42nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, 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:

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 vacations of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all of the north-south 10 foot public alley lying east of the east line of Lots 1 to 8, both inclusive; lying west of the west line of Lots 9 and 13; lying west of a line drawn from the southwest corner of Lot 9 to the northwest corner of Lot 13; lying south of a line drawn from the northeast corner of Lot 1 to the northwest corner of Lot 9; lying north of a line drawn from the southeast corner of Lot 8 in the southwest corner of Lot 13, all in Subdivision of Block 18 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township, 39 North, Range 14 East of the Third Principal Meridian;

also

all of the north-south 10 foot public alley lying east of the east line of Lots 12 and 16; lying east of a line drawn from the southeast corner of Lot 12 to the northeast corner of Lot 16; lying west of the west line of Lots 17 to 24, both inclusive; lying south of a line drawn from the northeast corner of Lot 12, to the northwest corner of Lot 17; lying north of a line drawn from the southeast corner of Lot 16 to the southwest corner of Lot 24, all in Subdivision of Block 18 of Johnston, Roberts and Storr's Addition aforementioned;

also

all of the east-west 18 foot public alley lying south of the south line of Lot 9 to 12, both inclusive; lying north of the north line of Lots 13 to 16, both inclusive; lying east of a line drawn from the southwest corner of Lot 9 to the northwest corner of Lot 13; lying west of a line drawn from the southeast corner of Lot 12 to the northeast corner of Lot 16, all in Subdivision of Block 18 of Johnston,

Roberts, and Storrs' Addition aforementioned, said public alleys herein vacated being further described as all of the public alleys in the block bounded by W. Oak Street, W. Walton Street, N. Franklin Street, and N. Wells 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 public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express conditions that within six (6) months after the passage of this ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

**Deed Acceptance Ordinance Authorized Concerning Opening of Streets
Formerly Right of Way of Chicago, Milwaukee, St. Paul
and Pacific R.R. Co.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed deed acceptance ordinance for the Department of Public Works, Bureau of Maps and Plats for public street purposes of part of W. Eddy Street, W. Cornelia Avenue, W. Newport Avenue, W. Roscoe Street, and N. Racine Avenue, being the former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (44th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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, It is desired to open for public street purposes the former railroad right of way across W. Eddy Street between N. Racine Avenue and N. Seminary Avenue; W. Cornelia Avenue and between N. Racine Avenue and N. Seminary Avenue; W. Newport Avenue between N. Racine Avenue and N. Seminary; and across the intersection of W. Roscoe Street and N. Racine; and

WHEREAS, The accompanying deed from the Chicago, Milwaukee, St. Paul, and Pacific Railroad Company provides for such openings; now, therefore,

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

SECTION 1. That the accompanying deed from Richard B. Ogilvie, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul, and Pacific Railroad Company, to the City of Chicago providing for the opening of part of W. Eddy Street, W. Cornelia Avenue, W. Newport Avenue, W. Roscoe Street, and N. Racine Avenue described as follows be accepted by the City of Chicago for public street purposes:

(W. Eddy Street)

All Chicago, Milwaukee, St. Paul, and Pacific Railroad Company's (formerly the Chicago and Evanston Railroad Company, a predecessor in interest of the Chicago, Milwaukee, St. Paul, and Pacific Railroad Company), right, title, and interest in and to that part of said railroad right of way in the S.E. 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, as "open on ground" and commonly known as W. Eddy Street; lying south of the westwardly extension of the south line of Block 2 in Ernst J. Lehmann's Subdivision of Lot 4 in Assessor's Division of the N.W. 1/4 of the S.E. 1/4 of Section 20, aforesaid (being the north line of W. Eddy Street) and lying north of the westwardly extension of the north line of Block 4 in Ernst J. Lehmann's Subdivision aforesaid, (being the south line of W. Eddy Street).

also

(W. Cornelia Avenue)

All Chicago, Milwaukee, St. Paul, and Pacific Railroad Company's (formerly the Chicago and Evanston Railroad Company, a predecessor in interest of the Chicago, Milwaukee, St. Paul, and Pacific Railroad Company), right, title, and interest in and to that part of said railroad right of way in the S.E. 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, as "open on ground" and commonly known as W. Cornelia Avenue; lying south of the westwardly extension of the south line of Block 4 in Ernst J. Lehmann's Subdivision of Lot 4 in Assessor's Division of the N.W. 1/4 of the S.E. 1/4 of Section 20, aforesaid (being the north line of W. Cornelia Avenue and lying north of the westwardly extension of the north line of Block 7 in Ernst J. Lehmann's Subdivision aforesaid, (being the south line of W. Cornelia Avenue).

also

(W. Newport Avenue)

All Chicago, Milwaukee, St. Paul, and Pacific Railroad Company's (formerly the Chicago and Evanston Railroad Company, a predecessor in interest of the Chicago, Milwaukee, St. Paul, and Pacific Railroad Company), right, title, and interest in and to that part of said railroad right of way in the S.E. 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, as "open on ground" and commonly known as W. Newport Avenue; lying north of the north line of Block 1 in George Cleveland's Subdivision of Lot 3 in Assessor's Division of the N.W. 1/4 of the S.E. 1/4 of Section 20, aforesaid (being the south line of W. Newport Avenue) and lying south of the eastwardly extension of the south line Block 7 in Ernst J. Lehmann's Subdivision of Lot 4 in Assessor's Division aforesaid, (being the north line of W. Newport Avenue).

also

(W. Roscoe Street and N. Racine Avenue)

All Chicago, Milwaukee, St. Paul, and Pacific Railroad Company's (formerly the Chicago and Evanston Railroad Company, a predecessor in interest of the Chicago, Milwaukee, St. Paul, and Pacific Railroad Company), right, title, and interest in and to that part of said railroad right of way in the S.E. 1/4 and S.W. 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, as "open on ground" and commonly known as W. Roscoe Street and N. Racine Avenue; lying south of the westwardly extension of the south line of Block 1 in George Cleveland's Subdivision of Lot 3 in Assessor's Division of the N.W. 1/4 of the S.E. 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, (being the north line of W. Roscoe Street); lying north of the westwardly extension of the north line of Block 1 in Baxter's Subdivision of the S.E. 1/4 of the S.E. 1/4 of Section 20, aforesaid, (being the south line of W. Roscoe Street); lying west of the northwardly extension of the west line of Block 1 in George Cleveland's Subdivision aforesaid, (being the east line of North Racine Avenue); lying east of the southwardly extension of the east line of Block 8 in William J. Goudy's Subdivision of that part of the S.E. 1/4 and S.W. 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian (being the west line of N. Racine Avenue).

SECTION 2. The Department of Public Works, Bureau of Maps and Plats, is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the accompanying deed.

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

**Amendment of Ordinance for Vacation of Part of North-South Public
Alley in Block Bounded by W. Pratt Blvd., W. Columbia Av.,
N. Wolcott Av. and N. Honore St.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed Amending Ordinance to S & C Electric Company vacating part of the north-south public alley in the block bounded by W. Pratt Boulevard, W. Columbia Avenue, N. Wolcott Avenue, and N. Honore Street (50th Ward).

The original ordinance passed the City Council November 12, 1982 and recorded January 5, 1983 as Document No. 26459082 is being amended to correct an error in the legal description in Section 1 of said ordinance. The legal should read: 'lying west of the west line of Lots 8, 9, and 10;' instead of 'lying east of the east line of Lots 8, 9, and 10;'.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, 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 of the City of Chicago on November 12, 1982, as printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 13463 and 13464, providing for the vacation of part of the north-south public alley in the block bounded by W. Pratt Boulevard, W. Columbia Avenue, N. Wolcott Avenue, and N. Honore Street and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 5, 1983, as Document No. 26459082 be and the same is hereby amended by striking out the following:

"SECTION 1. That all that part of the north-south 16-foot public alley lying west of the west line of Lot 7; lying west of the west line of Lots 8, 9, and 10; lying south of the north line of the south 8½ feet of Lot 10 produced east, to the west line of Lot 7 and lying north of a line drawn from the southwest corner of Lot 7 to the southeast corner of Lot 8 all in Block 2 in Oakside Subdivision in the N.W. ¼ of the S.E. ¼ of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 112 feet, more or less, of the first north-south 16-foot public alley east of N. Wolcott Avenue in the block bounded by W. Pratt Boulevard, W. Columbia Avenue, N. Wolcott, and N. Honore Streets 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."

as printed on pages 13463 and 13464 of the Council Journal of said date and inserting in lieu thereof,

"SECTION 1. That all that part of the north-south 16-foot public alley lying west of the west line of Lot 7; lying east of the east line of Lots 8, 9, and 10; lying south of the north line of the south 8½ feet of Lot 10 produced east, to the west line of Lot 7; and lying north of a line drawn from the southwest corner of Lot 7 to the southeast corner of Lot 8 all in Block 2 in Oakside Subdivision in the N.W. ¼ of the S.E. ¼ of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 112 feet, more or less, of the first north-south 16-foot public alley east of N. Wolcott Avenue in the block bounded by W. Pratt Boulevard, W. Columbia Avenue, N. Wolcott Avenue, and N. Honore 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. This amending ordinance shall take effect and be in force from and after its passage.

**Authority Granted to Open Parcel of Land for Alley Purposes in Block
Bounded by W. Evergreen Av., N. Bauwans St., N. Milwaukee Av.,
N. Paulina St. and N. Ashland Av.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on 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 February 11, 1981, (C.J. p.5499) and of an opinion dated July 25, 1983 to the City of Chicago (Department of Economic Development) for an alley opening, a parcel of land lying northeasterly of and adjoining the northeasterly line of the northwesterly-southeasterly 16-foot public alley and located approximately 107 feet northwesterly of N. Ashland Avenue, as widened, in the block bounded by W. Evergreen Avenue, N. Bauwans Street, N. Milwaukee Avenue, N. Paulina Street and N. Ashland Avenue (32nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone-46.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (Department of Economic Development), in connection with the Urban Renewal Project Milwaukee-Ashland, desires to open for alley purposes a parcel of land lying northeasterly of and adjoining the northeasterly line of the northwesterly-southeasterly 16-foot public alley and located approximately 107 feet northwesterly of N. Ashland Avenue, as widened, in the block bounded by W. Evergreen Avenue, N. Bauwans Street, N. Milwaukee Avenue, N. Paulina Street and N. Ashland Avenue; and

WHEREAS, The City of Chicago is the owner of all of the property involved in said opening; now, therefore,

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

SECTION 1. That the following described property shall be opened for use as a public alley.

That part of Lot 21 in Block 3 in Bauwans and Hoffman's Subdivision of part of the E. 1/2 of the N.E. 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the most westerly corner of Lot 21, thence northeasterly along the northwesterly line of Lot 21, a distance of 26.23 feet; thence east along a line which is perpendicular to the west line of N. Ashland Avenue, as widened, a distance of 20.492 feet to a point which is 60 feet west of the west line of N. Ashland Avenue, as widened; thence south along a line which is 60 feet west of and parallel to the west line of N. Ashland Avenue,

as widened, a distance of 13.086 feet to the southeasterly line of Lot 21; thence southwesterly along the southeasterly line of said Lot 21, a distance of 30.05 feet to the most southerly corner of Lot 12; thence northwesterly along the southwesterly line of Lot 21, 24 feet to the point of beginning, in Cook County, Illinois.

SECTION 2. That the City of Chicago (Department of Economic Development), shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Vacation of N. Bauwans St. and W. Evergreen Av. and Alleys
and Provision for Dedication of Alley in Block Bounded by
W. Evergreen Av., N. Milwaukee Av., N. Paulina St.
and N. Ashland Av.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on 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 February 11, 1981, (C.J. p. 5499) and of an Opinion dated July 25, 1983 to La Salle National Bank, Trustee, U/T No. 105174, vacating N. Bauwans Street and W. Evergreen Avenue, together with the alleys in the area bounded by W. Blackhawk Street, W. Milwaukee Avenue, N. Paulina Street, N. Ashland Avenue and providing for an alley to be dedicated for turnaround purposes in the block bounded by W. Evergreen Avenue, N. Milwaukee Avenue, N. Paulina Street, N. Bauwans Street and N. Ashland Avenue (32nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,

Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 streets, public alleys and parts of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of N. Bauwans Street lying southwesterly of the southwesterly line of Lots 21 to 28, both inclusive, and southwesterly of a line drawn from the intersection of the west and southwesterly lines of Lots 21 to the south corner of Lot 25; lying west of the west line of Lots 28 to 43, both inclusive, all in Block 1 in

Bauwan and Hoffman's Subdivision of Part of the E. 1/2 of the N.E. 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian;

lying east of the east line of Lot 1 in

Hoffman's Resubdivision of Lots 1 to 4 in Block 2 in Bauwan and Hoffman's Subdivision aforementioned;

lying east of the east line of Lots 5 to 13, both inclusive, in Block 2; and said east line extended south; lying southeasterly of the northeasterly extension of the northwesterly line of the southeasterly 8 feet of Lot 3 in Block 3; lying northeasterly of the northeasterly line of Lots 3 to 22, both inclusive, in Block 3 all Bauwan and Hoffman's Subdivision aforementioned; lying south a line drawn from the northwest corner of Lot 43 in Block 1 in Bauwan and Hoffman's Subdivision aforementioned, to the northeast corner of Lot 1 in Hoffman's Resubdivision aforementioned; and lying west of the west line of N. Ashland Avenue, as widened, by Order of Possession February 9, 1945, and April 10, 1945, Circuit Court Docket No. B-71144;

also

all that part of W. Evergreen Avenue lying south of the south line of Lots 13 and 14, and south of a line drawn from the southwest corner of said Lot 13 to the southeast corner of said Lot 14 in Block 2; lying north of the north line of Lots 1, 2, 3, and 58, and the north line of Lot 58 extended east, Block 3; and lying west of the east line of Lot 13 in Block 2 extended south, and westerly of the northeasterly extension of the northwesterly line of the southeasterly 8 feet of Lot 3 in Block 3; lying east of a line drawn from the southwest corner of Lot 14 in Block 2, to the northwest corner of Lot 58 in Block 3, all in Bauwan and Hoffman's Subdivision aforementioned;

also

all of the north-south 16-foot public alley lying west of the west line of Lots 1 to 21, both inclusive; lying east of the east line of Lot 25 and the east line of Lots 27 to 43, both inclusive; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 43; and lying northerly of a line drawn from the intersection of the west and southwest lines of Lot 21 to the south corner of Lot 25 all in Block 1 in Bauwan and Hoffman's Subdivision aforementioned;

also

all of the north-south 16-foot public alley lying west of the west line of Lots 5 to 13, both inclusive, in Block 2 in Bauwan and Hoffman's Subdivision aforementioned; lying west of the west line of Lot 5 in Hoffman's Resubdivision aforementioned; lying east of the east line of Lots 14 to 26, both inclusive, in block 2 in Bauwan and Hoffman's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 5 in Hoffman's Resubdivision aforementioned, to the northeast corner of Lot 26 in Block 2 in Bauwan and Hoffman's Subdivision aforementioned; lying north of a line drawn from the southwest corner of Lot 13 to the southeast corner of Lot 14 in Block 2 in Bauwan and Hoffman's Subdivision aforementioned;

also

that part of the northwesterly-southeasterly 16-foot public alley lying southwesterly of the southwesterly line of Lots 1 and 3; lying northeasterly of the northeasterly line of Lots 52 to 58, both inclusive; lying southeasterly of the north line of Lot 58 extended east; and lying northwesterly of the southwesterly extension of the northwesterly line of the southeasterly 8 feet of Lot 3, all in Block 3 in Bauwan and Hoffman's Subdivision aforementioned;

also

that part of the northwesterly-southwesterly 16-foot public alley lying southwesterly of the southwesterly line of Lots 12 to 18 both inclusive; lying northeasterly of the northeasterly line of Lots 37 to 43, both inclusive; lying southeasterly of a line drawn from the southeast corner of Lot 11 to the northeast corner of Lot 44; and lying northwesterly of a line drawn from the southeast corner of Lot 18 to the northeast corner of Lot 37, all in Block 3 in Bauwan and Hoffman's Subdivision aforementioned;

also

all of the northeasterly-southeasterly 16-foot public alley as dedicated by plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, April 23, 1909, as Document No. 4363850 and being described as: That part of Lot 3 in Block 3 lying northwesterly of a line parallel to and 8 feet northwesterly of the southeasterly line of said Lot 3 in Block 3 in Bauwan and Hoffman's Subdivision aforementioned;

also

all of the 24 foot by 40 foot area dedicated for public alley by plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, August 10, 1921, as Document No. 7231459 and being described as: The southwesterly 24 feet of Lots 12 and 13; except the southeasterly 8 feet of said Lot 13 in Block 3 in Bauwan and Hoffman's Subdivision aforementioned; said public streets, public alleys and parts of public alleys herein vacated being further described as all that part of N. Bauwans Street between W. Blackhawk Street and N. Ashland Avenue, as widened; also, W. Evergreen Avenue between N. Paulina Street and N. Bauwans Street; together with all the alleys in the area bounded by W. Blackhawk Street, N. Paulina Street, N. Ashland Avenue, N. Bauwans Street, and W. Evergreen Avenue; the northerly 130 feet, more or less, and the northerly 168 feet of the southerly 360 feet of the northwesterly-southeasterly 16-foot public alley and all of the northeasterly-southwesterly 16-foot public alley 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 LaSalle National Bank as Trustee, Trust No. 105174, shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

That part of Lots 19 and 20 in Block 3 in Bauwan and Hoffman's Subdivision of part of the E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at a point on the southwesterly line of Lot 19, which point is 120 feet west of the west line (measured at right angles thereto) of N. Ashland Avenue, as widened; thence due east perpendicular to the west line of Ashland Avenue, as widened, a distance of a distance of 39.508 feet to a point on the southeasterly line of Lot 20, which point is 26.23 feet northeasterly of the most southerly corner of said Lot 20; thence southwesterly along the southeasterly line of Lot 20, a distance of 26.23 feet to the most southerly corner thereof; thence northwesterly along the southwesterly line of Lots 19 and 20, a distance of 29.472 feet to the point of beginning, in Cook County, Illinois.

also

That part of Lots 22 and 23 in Block 3 in Bauwan and Hoffman's Subdivision of part of the E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at a point on the southwesterly line of Lot 23, which point is 60 feet west of the west line (measured at right angles thereto) of N. Ashland Avenue, as widened; thence northwesterly along the southwesterly line of Lots 22 and 23, a distance of 26.763 feet to the most westerly corner of Lot 22; thence northeasterly along the northwesterly line of Lot 22, a distance of 30.05 feet to a point, which is 60 feet west of the west line of N. Ashland Avenue, as widened; thence south along a line which is 60 feet west of and parallel to the west line of N. Ashland Avenue, as widened, a distance of 40.184 feet to the point of beginning, in Cook County, Illinois.

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 six (6) months after the passage of this ordinance, the LaSalle National Bank as Trustee, Trust No. 105174, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public streets, public alleys and parts of public alleys hereby vacated, the sum of Eighty-one Thousand Two Hundred Twenty-seven and no/100 Dollars (\$81,227.00), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property adjoining said public streets, public alleys and parts of public alleys hereby vacated.

SECTION 4. The City of Chicago hereby reserves an easement over and across the south 33 feet of W. Evergreen Street and said south 33 feet extended east to the east line of N. Bauwans Street together with the northeasterly 33 feet of N. Bauwans Street between the west line of N. Ashland Avenue, as widened and the south line of W. Evergreen Street extended east as a right of way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in the as herein reserved, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said easement areas of way herein reserved or other use made of said areas, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 5. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 105174, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacations and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

Portion of S. Sherman St. Renamed "S. Financial Place."

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed new substitute ordinance transmitted therewith (which was referred to the committee on March 25, 1983):

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

SECTION 1. That the name of S. Sherman Street between W. Jackson Boulevard and W. Taylor Street be and the same is hereby changed to "S. Financial Place," (No. 16-1-83-831).

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Authorization for Consideration to Construction of Catchbasin
Alongside Premises at No. 3859 W. 55th Pl.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on June 28, 1983):

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the construction of a catchbasin alongside the premises located at No. 3859 W. 55th Place.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Portion of S. Harper Av. Renamed
"S. Park Shore East Court."**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance (which was referred to the committee on March 25, 1983):

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

SECTION 1. That the name of S. Harper Avenue between E. 62nd Street and E. 63rd Street be and the same is hereby changed to S. Park Shore East Court.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

**Portion of E. 62nd St. Given Additional Name of:
"Park Shore East Court".**

The Committee on 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 March 25, 1983):

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

SECTION 1. That E. 62nd Street between S. Stony Island Avenue and the easterly right of way line of the Illinois Central Gulf Railroad be and the same is hereby designated as having the additional name of Park Shore East Court:

SECTION 2. The Department of Public Works, Bureau of Traffic, Engineering and Operations, and the Department of Streets and Sanitation, Signs and Markings Division are hereby directed to install Park Shore East Court street signs on E. 62nd Street between S. Stony Island Avenue and the easterly right of way line of the Illinois Central Gulf Railroad.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Nays--None.

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

**Consideration Given to Establish Portion of W. Race Av.
as Cul-de-Sac.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 25, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on June 28, 1983) that the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to establishing W. Race Avenue between N. Racine Avenue and N. Ogden Avenue as a cul-de-sac (32nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to establishing W. Race Avenue between N. Racine Avenue and N. Ogden Avenue as a cul-de-sac.

**Ordinances Passed for Street and Alley Improvements
by Special Assessment.**

The Committee on Streets and Alleys, to which had been referred (on June 28, 1983) six 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 Cullerton *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, 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 six improvement ordinances as passed:

*Alleys between S. Vincennes Av., W. 87th 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 catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between S. Vincennes Avenue, W. 87th Street, S. Union Avenue and S. Emerald Avenue; also that part of the northeasterly-southwesterly roadway from a line parallel with and twenty-five (25) feet easterly of the westerly line of S. Union Avenue to the westerly line of S. Union Avenue; also that part of the east and west roadway first north of W. 87th Street from a line parallel with and twenty (20) feet

east of the west line of S. Union Avenue to the west line of S. Union Avenue; also that part of the northeasterly-southwesterly roadway from a line parallel with and twenty-one (21) feet westerly of the easterly line of S. Emerald Avenue to the easterly line of S. Emerald Avenue; also that part of the east and west roadway first north of W. 87th Street from a line parallel with and twenty (20) feet west of the east line of S. Emerald Avenue to the east line of S. Emerald Avenue.

*Alleys between W. 88th, W. 89th, S. Aberdeen and S. May 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 roadway of the alley between W. 88th, W. 89th, S. Aberdeen and S. May Streets.

Alleys between W. 50th St., W. 51st St., S. Keating Av. and S. Cicero Av., Etc. -- Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing a tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadways of the alleys between W. 50th Street, W. 51st Street, S. Keating Avenue and S. Cicero Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 50th Street to the south line of W. 50th Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of W. 51st Street to the north line of W. 51st Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Keating Avenue to the west line of S. Keating Avenue.

Alley between W. 53rd St., W. 54th St., S. Oak Park Av. and S. Newcastle Av. -- Grading, Paving and Improving.

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 53rd Street, W. 54th Street, S. Oak Park Avenue and S. Newcastle Avenue; also that part of the north and south alley from a line parallel with and 18 feet north of the south line of W. 53rd Street to the south line of W. 53rd Street; also that part of the north and south alley from a line parallel with and 18 feet south of the north line of W. 54th Street to the north line of W. 54th Street.

*Alley between W. Touhy, N. Mankato, N. Moody and N. Melvina Aves.
-- 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. Touhy, N. Mankato, N. Moody and N. Melvina Avenues.

*Alley between W. Morse, W. Farwell, N. Hamilton and N. Bell Aves., 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 roadway of the alley between W. Morse Avenue, W. Farwell Avenue, N. Hamilton Avenue and N. Bell Avenue; also that part of the roadway from a line parallel with and 18 feet west of the east line of N. Bell Avenue to the east line of N. Bell Avenue.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**Loading Zones Established and Amended on
Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances (as substitutes for proposed ordinances previously referred to the committee) in reference to loading zones.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

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

Loading Zones Established.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

<i>Public Way</i>	<i>Distance and Hours</i>
W. Barry Ave.	On 2300 block -- 5 tons;
W. Fullerton Ave.	From N. Halsted St. to N. Orchard St. -- 5 tons;
N. Honore St.	From W. Armitage Ave. to W. Cortland Ave. -- 5 tons.

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

Loading Zones Amended.

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

SECTION 1. Amend ordinance passed February 2, 1975, page 10269, by striking N. Lakeview Ave. (west side) from a point 20 feet north of W. Roslyn Pl. to a point 65 feet north thereof - Parking Prohibited at all times and inserting in lieu thereof N. Lakeview Ave. (west side) from a point 20 feet north of W. Roslyn Pl., to a point 65 feet north thereof - No Parking Loading Zone.

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

**Vehicular - Traffic Movements Restricted and Amended
on Portions of Sundry Streets:**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances (as substitutes for proposed ordinances previously referred to the committee) in reference to vehicular-traffic movements.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

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

Vehicular-Traffic Movements Restricted.

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

<i>Public Way</i>	<i>Limits and Direction</i>
S. Fairfield Ave.	Between W. Cermak Rd. and W. 21st St. - northerly;
S. Kenwood Ave.	From a point 153 feet north of E. 55th St. - northerly;
N. Lockwood Ave.	From W. Chicago Ave. to W. North Ave. - northerly;
S. Lorel Ave.	From W. 51st St. to W. Archer Ave. -southerly;
S. Mobile Ave.	From W. 65th St. to W. 63rd St. -northerly;
S. Mulligan Ave.	From W. 51st St. to W. 54th St. -southerly;
S. Nashville Ave.	From W. 65th St. to W. 60th St. -northerly;
S. Natchez Ave.	From W. 65th St. to W. 60th St. -northerly;
W. 60th Pl.	And S. Natchez Ave. to S. Nashville Ave. - westerly.

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

Vehicular-Traffic Movements-Amended.

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

SECTION 1. That an ordinance passed by the City Council on September 15, 1976, page 3692 of the Journal of Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of sundry streets, be and the same is hereby amended as it relates to the following "W. Cornelia Ave. from N. Central Ave. to N. Austin Ave." by striking therefrom "N. Central Ave." and inserting in lieu thereof "first alley west of N. Central Ave." westerly.

SECTION 2. That an ordinance passed by the City Council on March 21, 1951, page 7972 of the Journal of Proceedings of said date, restricting the movement of vehicular traffic to a single direction on portions of sundry streets, be and the same is hereby amended as it relates to the following "S. Kenwood Ave. from W. 59th St. to E. Hyde Park Blvd." by striking therefrom "E. Hyde Park Blvd." and inserting in lieu thereof "E. 55th St." northerly.

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

**Parking Limitations Established on Portions
of Sundry Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances referred to the committee on March 9 and 25, 1983):

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way

Limits and Time

N. Elston Ave. (west side)

From a point 20 feet south of N. Maplewood Ave., to a point 30 feet south thereof - 30 minutes; 8 A.M. to 4 P.M., Monday thru Friday;

W. Winona St. (north side)

From N. California Ave. to a point 335 feet east thereof - 30 minutes;

W. 51st St. (north side)

From S. Kolin Ave. to S. Kostner Ave. - 1 hour; 7 A.M. to 5 P.M., Monday thru Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication. On motion of Alderman Huels the foregoing proposed substitute ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Regulations Prescribed, Amended or Discontinued in Reference to
Parking of Vehicles on Sundry Streets.**

The Committee on Traffic Control and Safety submitted five proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances (as substitutes for proposed ordinances and orders previously referred to the committee) in reference to vehicular traffic movements.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuster, 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):

Prohibitions at All Times Against Parking of Vehicles.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

<i>Public Way</i>	<i>Area</i>
W. Arcade Pl.	From S. Desplaines St. to S. Jefferson St. -- at all times;
S. Ashland Ave. (both sides)	From W. Maypole Ave. to W. Walnut St. -- at all times;
S. Ashland Ave. (both sides)	From Monroe to Ogden -- at all times;
S. Ashland Ave. (west side)	From Ogden to Madison -- at all times;
S. Ashland Ave. (east side)	From a point 85 feet south of the south property line of W. Polk St. to a point 385 feet south thereof -- at all times;
S. Ashland Ave. (both sides)	From W. Polk St. to W. Jackson Blvd. -- at all times;
S. Ashland Ave. (east side)	From a point 86 feet south of the south property line of W. Taylor St. to a point 203 feet south thereof -- at all times;
S. Monroe St. (east side)	From a point 105 feet north of W. 65th St. to a point 25 feet north thereof -- (6447 S. Monroe St. -Permit Parking No. 651);

S. Laflin Ave. (both sides)	From W. Fillmore St. to the first alley south thereof -- at all times;
S. Martin Luther King Dr. (both sides)	From the north property line of E. 96th St. to a point 60 feet north thereof -- at all times;
S. Martin Luther King Dr. (both sides)	From the south property line of E. 96th St. to a point 60 feet north thereof;
S. Martin Luther King Dr. (both sides)	From the north property line of E. 97th St. to a point 60 feet south thereof -- at all times;
S. Martin Luther King Dr. (both sides)	From the south property line of E. 97th St. to a point 60 feet south thereof -- at all times;
S. Martin Luther King Dr. (both sides)	From the north property line of E. 98th St. to a point 60 feet north thereof -- at all times;
S. Martin Luther King Dr. (both sides)	From the south property line of E. 98th St. to a point 60 feet south thereof -- at all times;
S. Martin Luther King Dr. (both sides)	From the property line of E. 99th St. to a point 60 feet north thereof -- at all times;
S. Martin Luther King Dr. (both sides)	From the south property line of E. 99th St. to a point 60 feet south thereof -- at all times;
S. Mobile Ave. (west side)	From W. 64th Pl. to W. 65th St. -- at all times;
N. Oakley Ave. (west side)	From a point 241 feet north of W. Potomac Ave. to a point 25 feet north thereof -- (1324 N. Oakley Ave. -- Permit Parking No. 666);
S. Victoria St. (south side)	From N. Ridge Ave. to the first alley west thereof -- at all times;
W. 51st St. (south side)	From S. Central Ave. to S. Massasoit Ave. -- at all times;
W. 51st St. (south side)	From S. Nagle Ave. to S. Natchez Ave. -- at all times;
W. 62nd St. (both sides)	From S. New England Ave. to S. Oak Park Ave. -- at all times, TRUCKS ONLY;
N. Western Ave. (west side)	Nos. 7304-7316 Parking Prohibited At All Times -- DRIVEWAY recommended: for Public Benefit.

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

Amend Prohibition at All Times Against Parking of Vehicles.

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

SECTION 1. That an ordinance passed by the City Council on February 28, 1975, and amended on September 28, 1977, page 6037 of the Journal of Proceedings of said date, prohibiting the parking of vehicles at all times on portions of sundry streets, be and the same is hereby further amended by striking therefrom the following:

W. Winona St. (north side)

From N. California Ave. to a point 335 feet east thereof.

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

*Prohibitions Against Parking of Vehicles
During Specified Hours.*

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated during the hours specified:

Public Way

Limits and Time

W. Gregory St. (both sides)

At Nos. 7200 and 7300 -- 7 A.M. to 4 P.M., Monday thru Friday;

N. Oconto Ave. (both sides)

At Nos. 5400 to 5484 -- 7 A.M. to 4 P.M., Monday thru Friday;

N. Octavia Ave. (both sides)

At Nos. 5418 to 5500 -- 7 A.M. to 4 P.M., Monday thru Friday;

N. Octavia Ave.

At 5500 block, W. Gregory St. and W. Higgins Ave. -- 8 A.M. to 10 A.M., Sundays and holidays;

N. Odell Ave. (both sides)

At Nos. 5500 to 5560 -- 7 A.M. to 4 P.M., Monday thru Friday.

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

*Amend Prohibition Against Parking of Vehicles
During Specified Hours.*

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

SECTION 1. That an ordinance passed by the City Council on January 17, 1962, page 6647 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"S. Halsted Street (west side)

From a point 200 feet south of W. 29th Street to a point 200 feet north of W. 29th Street--4:00 P.M. to 6:00 P.M., except on Saturdays, Sundays and holidays."

SECTION 2. That an ordinance passed by the City Council of the City of Chicago on January 17, 1962, page 6647 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"S. Halsted Street (west side)

From a point 200 feet south of W. 33rd Street to a point 200 feet north of W. 33rd Street--4:00 P.M. to 6:00 P.M., except Saturdays, Sundays and holidays."

SECTION 3. That an ordinance passed by the City Council on January 17, 1962, page 6647 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours, on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"S. Halsted Street (west side)

From a point 200 feet south of W. 35th Street to a point 200 feet north of W. 35th Street--4:00 P.M. to 6:00 P.M., except on Saturdays, Sundays and holidays."

SECTION 4. That an ordinance passed by the City Council on January 17, 1962, page 6647 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours, on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"S. Halsted Street (west side)

From a point 200 feet south of W. 37th Street to a point 200 feet north of W. 37th Street--4:00 P.M. to 6:00 P.M., except on Saturdays, Sundays and holidays."

SECTION 5. That an ordinance passed by the City Council on May 27, 1964, page 2725 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours, on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"S. Halsted Street (east side)

From S. Archer Avenue to W. 40th Street--7:00 A.M. to 9:00 A.M. (Rush Hour)."

SECTION 6. That an ordinance passed by the City Council on April 16, 1952, page 2243 of the Journal of the Proceedings of said date, and amended on January 17, 1962, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby further amended by striking therefrom the following:

"S. Halsted Street (both sides)

Between S. Archer Avenue and W. 47th Street--7:00 A.M. to 9:00 A.M., except on Saturdays, Sundays and holidays."

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

*Residential Parking Established on Portion
of Specified Street.*

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as Residential Parking, for the following location:

<i>Street</i>	<i>Limits</i>
W. Bryn Mawr Ave. (both sides)	Between N. Harlem Ave. and N. Sayre Ave. - Zone 20;
S. Keating Ave. (both sides)	Between the 1st alley north of S. Archer Ave. and W. 51st St., 8 A.M. to 5 P.M., Monday thru Friday - Zone 4;
S. Kenneth Ave. (both sides)	Between the first alley south of S. Archer Ave. and W. 52nd St. - 8 A.M. to 6 P.M., Monday thru Friday - Zone 11;
S. Mason Ave. (both sides)	Between W. Railroad Ave. and W. Fillmore St. and S. Mayfield Ave. between W. Railroad Ave. and W. Fillmore St. (BS) and S. Monitor Ave. (BS) between W. Railroad Ave. and W. Fillmore St. and W. Railroad Ave. (SS) between the 1st alley east of S. Austin Blvd. and S. Monitor Ave. and W. Arthington St. (BS) between the 1st alley east of S. Austin Blvd. and S. Monitor Ave. and W. Fillmore St. (BS) between the 1st alley east of Austin Blvd. and S. Monitor Ave.;
W. 51st St. (both sides)	Between the 1st alley east of S. Cicero Ave. and S. Kilpatrick Ave. - 8 A.M. to 5 P.M., Monday thru Friday - Zone 4;
W. 57th St. (north side)	Between S. Nordica Ave. and the first alley east thereof - 8 A.M. to 10 A.M., Monday thru Friday - Zone 11.

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

Speed Limits Imposed for Vehicles on Portions of Specified Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance referred to the committee on March 25, 1983):

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

SECTION 1. Pursuant to Section 27-212 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

<i>Street</i>	<i>Limits and Speed</i>
N. Ridge Ave. (both sides)	and W. Hollywood Ave. - 15 m.p.h.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**Authority Granted to Establish "No Through Traffic"
on Portion of Specified Alley.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for a proposed order referred to the committee on March 25, 1983):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to a No Thru Traffic at the following location:

Street

Limits

East-west alley bounded by

W. Estes Ave., W. Greenleaf Ave., N. California Ave. and N. Francisco.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

**"Traffic Lane Tow-Away Zone" Established on
Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances referred to the committee on October 6, 1982 March 25, and 31, 1983):

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a "Traffic Lane - Tow Away Zone" between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way

Limits and Time

W. Jackson Blvd. (both sides)

Between S. Canal St. and S. Wacker Dr. -
at all times;

S. Peoria St. (both sides)

From W. Madison St. to W. Monroe St. -
at all times, except for Emergency Vehicles;

Cul-de-sac at the end

W. Rosemont Ave. east of N. Sheridan Rd.
- at all times.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

Traffic Warning Signs Established on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted proposed ordinances and order (under separate committee reports) recommending that the City Council pass said proposed ordinances and order (as substitutes for proposed ordinances and order previously referred to the committee) in reference to traffic warning signs.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--46.

Nays--None.

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

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

Installation of Traffic Warning Signs.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to No Left Turn at the following locations:

Street

Limits

W. 79th St.

At median cut (turn bay) 117 feet west of
Fairfield Ave. for west bound traffic. No
"U" turn and No Left Turn;

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

Installation of Traffic Warning Signs.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to a Slow Sharp Curve Sign at the following location:

Street

Limits

W. Hollywood Ave (both sides)

And N. Ridge Ave.

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

Installation of Traffic Signs.

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street

Type of Sign

S. Aberdeen St.

For W. 104th St. (northwest and southeast corners) - "Stop" sign;

W. Belle Plaine Ave.

For N. Francisco Ave. - "Stop" sign;

N. Hoyne Ave.

And W. Summerdale Ave., stopping Hoyne Ave. - "2-Way Stop" sign;

N. Keystone Ave.

For W. Belden Ave. - "Stop" sign;

S. Langley Ave.

For E. 49th St. - "2-Way Stop" sign;

N. Mozart St.

And W. Rosemont Ave., stopping Mozart St. - "1-Way Stop" sign;

S. Peoria St.

For W. 70th St. "Stop" sign;

N. Ridgeway Ave.

And W. Cornelia Ave., stopping Ridgeway Ave. - "Stop" sign;

S. Vernon Ave.

For E. 105th St. (northwest and southeast corners) - "Stop" sign;

N. Whipple St.

For W. Belle Plaine Ave. - "1-Way Stop" sign;

W. 19th St.

For S. Washtenaw Ave. - "Stop" sign;

W. 45th St.

And S. Troy St., stopping W. 45th St. - "2-Way Stop" sign;

W. 53rd St.

For Neva Ave. - "Stop" sign;

E. 59th St.

And S. Blackstone Ave., stopping 59th St. for westbound traffic - "2-Way Stop" sign;

W. 79th St. (north side)	Between S. California Ave. and S. Fairfield Ave. - "Automatic Traffic" signals;
S. Cottage Grove Avenue	And E. 38th Street "Automatic Traffic Control" signals;
N. Keating Ave.	And W. Cornelia Avenue stopping southbound traffic on Keating Avenue - "Stop" sign;

Traffic Warning Signs Repealed on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for a proposed order referred to the Committee on March 25, 1983):

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

SECTION 1. That an ordinance passed by the City Council on September 10, 1975, pages 1192-1193 of the Journal of Proceedings of said date and amended May 4, 1977, page 5253 of the Journal as it relates to No Right Turn from northbound to eastbound on S. Harlem Ave. at W. 57th St., 7 A.M. to 9 A.M. and 4 P.M. to 7 P.M., Monday thru Friday, be and the same is hereby repealed.

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

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

Authority Granted for Issuance of Permits for Art Fairs, Carnivals and Sidewalk Sales, Etc.

The Committee on Traffic Control and Safety submitted sundry proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith (previously referred to the committee) to grant authority for issuance of permits for art fairs, carnivals and sidewalk sales, etc.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, 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):

Carnivals.

Kiwanis Club of South Chicago, Inc.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to Kiwanis Club of South Chicago, Inc. a regularly organized charitable or religious organization for the conduct of a carnival on

E. 91st Street (2900 block) between S. Commercial Avenue and S. Exchange Avenue for the period of August 1 thru August 7, 1983

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon the issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Our Lady of Lourdes Church.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits to Our Lady of Lourdes Church -4640 N. Ashland Avenue (Rev. Joseph Corrigan - 561-2141) - to conduct a carnival on church property and on W. Leland Avenue from N. Ashland Avenue from August 3, through August 7, 1983.

St. Andrew Church.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to

St. Andrew Church - 1630 W. Addison Street (Msgr. John Quinn - LA. 5-3016)

a regularly organized charitable or religious organization for the period beginning August 24 and ending August 28, 1983, inclusive, for the conduct of a carnival or street fair on

N. Paulina Street from W. Addison Street to the first alley north thereof,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon the issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

3rd Ward Youth Coordinating Committee.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to

The 3rd Ward Youth Coordinating Committee, No. 4705 S. State Street. (Mrs. Helen Powell - 268-4200)

a regularly organized charitable or religious organization for the period beginning August 9, 1983 and ending August 14, 1983, inclusive, for the conduct of a carnival or street fair on S. Calumet

Avenue between E. 47th Street and E. 48th Street,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon the issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Sidewalk Sales.

Clearing Chamber of Commerce.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Armond Schmidt/Clearing Chamber of Commerce, 5617 W. 63rd Street, for the conduct of a sidewalk sale for the period of September 11, 1983, from 10 A.M. to 4 P.M., on

W. 63rd Street (both sides) between S. Central Avenue and S. Major Avenue (with the exception of No. 5640 W. 63rd Street); and on

S. Parkside Avenue between W. 63rd Street and the first alley north thereof.

Edgebrook Chamber of Commerce

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Edgebrook Chamber of Commerce, No. 5415 W. Devon Avenue, c/o Betty Cwik, for the conduct of a sidewalk sale and art fair for the period of August 5-6, 1983, from 9 A.M. to 6 P.M. on

W. Devon Avenue from Nos. 5300 to 5500; and on

N. Central Avenue from Nos. 6300 to 6600.

Edison Park Chamber of Commerce.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to issuing necessary permits to the Edison Park Chamber of Commerce - 6718 N. Northwest Highway (Robert Vanderhoof -775-3267) for a sidewalk sale on N. Oshkosh Avenue from 6750 to 6710, and on N. Oxford Avenue from 6670 to 6714, and on 6600 to 6750 N. Northwest Highway on September 9 and 10, 1983, from 9:00 A.M. to 6:00 P.M.

Englewood Businessmen's Association.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits to the Englewood Businessmen's Association - 6306 S. Halsted Street (Audrey Drew - Tr3-6000) - to conduct a sidewalk sale from the 6200 block through the 6500 block of S. Halsted Street, from the 700 block through the 900 block of W. 63rd Street; on August 4, 5, and 6, 1983, from 9:00 A.M. to 7:00 P.M.

F. W. Woolworth Company.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Mr. Smyth/F.W. Woolworth Company, 2275 N. Milwaukee Avenue, for the conduct of a sidewalk sale for the period of August 25 thru August 28, 1983, from 8 A.M. to 8 P.M.

Garfield Ridge Chamber of Commerce.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Maryann Dybala/Garfield Ridge Chamber of Commerce, 6165 W. Archer Avenue, for the conduct of a sidewalk sale for the period of August 12-13, 1983, from 8 A.M. to 10 P.M., on Archer Avenue (both sides) between S. Knox Avenue and S. Harlem Avenue.

Jefferson Park Chamber of Commerce.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Martin Masel/Jefferson Park Chamber of Commerce, 4651 N. Milwaukee Avenue, for the conduct of a sidewalk sale on Thursday, August 4, 1983, from 9 A.M. to 9 P.M. on

N. Milwaukee Avenue No. 4600 block thru the No. 4900 block;

W. Lawrence Avenue No. 5200 block thru the No. 5500 block; and on

W. Higgins Avenue (south side) No. 5400 block.

Jules 5¢ and \$1.00 Store.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Art Gartzman/Jules 5¢ and \$1.00 Store, for the conduct of a sidewalk sale for the period of August 26 thru August 28, 1983, from 8 A.M. to 8 P.M.

North--California Businessmen's Assn.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Rebecca Lawlor/North--/California Businessmen's Association, 2812 W. North Avenue, for the conduct of a sidewalk sale on W. North Avenue (both sides) between N. California Avenue and N. Western Avenue, for the period of August 25 thru August 28, 1983, from 8 A.M. to 9 P.M.

Portage Park Chamber of Commerce.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Jeannine Smentek/Portage Park Chamber of Commerce, 4920 W. Irving Park Road, for the conduct of Fall Art and Crafts Fair for the period of October 1 and 2, 1983, from 10 A.M. to 6 P.M. on sidewalks of

N. Milwaukee Avenue (both sides) from Nos. 3909 thru 4200 block;

N. Cicero Avenue (both sides) from Nos. 3900 thru 4200 block; and

W. Irving Park Road (both sides) from Nos. 4600 thru the 5000 block.

Pulaski-North Merchants Association.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits for a sidewalk sale on both sides of W. North Avenue from N. Kostner Avenue to N. Ridgeway Avenue on August 11, 12, and 13, 1983, from 9:00 A.M. to 9:00 P.M., to be conducted by the Pulaski-North Merchants Association, No. 4047 W. North Avenue (Kitty Tokarsky - 489-1699).

V. I. P. Associates.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits to V.I.P. Associates, 2445 E. 75th Street - Lester E. Pryor - 434-5535 or Brena Perry - 225-1800 - to conduct a Sidewalk Sale alongside of 6331 S. Lowe Avenue on Sunday, August 28, 1983, from 12:00 Noon to 12:00 Midnight.

*Street Fairs**Morse Avenue Street Fair Committee.*

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Carol Goldman/Morse Avenue Street Fair Committee, 1725 W. Lunt Avenue, for the conduct of a street fair on Sunday, September 11, 1983, from 7 A.M. to 10 P.M. on

W. Morse Avenue between N. Ashland Avenue and N. Sheridan Road;

N. Glenwood Avenue between W. Farwell Avenue and W. Lunt Avenue; and

N. Greenview Avenue from Nos. 6920 to 6960.

North-State-Astor-Lake Shore Drive Association.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Mrs. Mary Lou Maher/North-State-Astor-Lake Shore Drive Association, to close to traffic N. Astor Street from W. Goethe Street to a point 50 feet north of W. Banks Street on September 13, 1983 (rain date September 14, 1983) from 4 P.M. to 9 P.M., for the conduct of a street fair.

South Loop Planning Board.

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the South Loop Planning Board/Paul J. Yangas, Jr., Acting President, South Loop Neighbors Association, 36 W. Van Buren Street, to close to traffic N. Dearborn Street between W. Polk and W. Harrison Streets for the conduct of an annual street fair on August 28, 1983 (rain date September 4, 1983) from 8 A.M. to 9 P.M.

West Andersonville Neighbors Together "WANT".

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue the necessary permits to the West Andersonville Neighbors Together "WANT", No. 1736 W. Farragut Street (Frank Weldi - 271-0236) - to conduct a flea market on both sides of N. Paulina Street from W. Foster Avenue to W. Berwyn Avenue and on W. Farragut Street from N. Ashland Avenue to N. Ravenswood Avenue, from 5:00 P.M. on Friday, August 26 through 7:00 P.M., on August 27, 1983.

West Andersonville Neighbors Together "WANT".

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue a permit to

Frank Weldi/West Andersonville Neighbors Together
No. 1736 W. Farragut Avenue,

for the conduct of a neighborhood street fair and flea market for the period of August 26 and 27, 1983, from 6 P.M. on August 26th to 6 P.M. August 27th, on W. Farragut Avenue between N. Ashland and N. Ravenswood Avenues and also on N. Paulina Street between W. Foster and W. Berwyn Avenues (rain date September 3, 1983), in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Streets and Sanitation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

**Authority Granted for Closing to Traffic Portion
of Specified Street.**

The Committee on Traffic Control and Safety submitted a proposed order recommending that the City Council pass the following proposed order (previously referred to the committee) to grant authority to close to traffic specified street:

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Kaye Deacon/St. Luke's Lutheran Church, No. 2649 N. Francisco Avenue, to close to traffic the 2900 block of W. Schubert Avenue, for the conduct of a block party, as follows:

August 12, 1983 - 5 P.M. to midnite
August 13, 1983 - 8 A.M. to midnite
August 14, 1983 - 8 A.M. to 9 P.M.

On motion of Alderman Huels the foregoing substitute proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

***Failed to Pass*--PROPOSED ORDINANCES AND ORDERS RELATING TO
TRAFFIC REGULATIONS, TRAFFIC SIGNS, ETC.
(Adverse Committee Recommendations).**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council *Do Not Pass* sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Huels moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinance or proposed order Pass, notwithstanding the committee's adverse recommendations?*", and the several questions being so put, each of the said proposed ordinances and proposed order *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

Nays--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

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

The committee report which lists said proposed ordinances and orders which *Failed to Pass*, reads as follows:

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to Your Committee (June 26, 1981, March 30, 1982, July 23, 1982, Oct. 15, 1982, December 8, 1982, January 28, 1983, March 9, 1983, March 25, 1983, March 31, 1983, April 13, 1983) concerning traffic regulations and traffic signs, as follows:

Parking Prohibited At All Times:

W. Devon Avenue	Between N. Albany Avenue and N. Whipple Street, Parking Prohibited At All Times Not Recommended: Metered Area;
W. Jonquil Terrace (north side)	From N. Hermitage Avenue to a point 120 feet east thereof Parking Prohibited At All Times, Not Recommended;
W. Nelson Street (south side)	No. 1243, Parking Prohibited At All Times except for handicapped persons Not recommended: Handicapped applicant does not have handicapped or disabled Veteran Illinois vehicle license, and does not have a City of Chicago Handicapped Parking Placard;
N. Oakley Avenue (west side)	Parking Prohibited at all times except for handicapped parking Not recommended: Handicapped applicant does not have handicapped or disabled Veteran Illinois vehicle license;
N. Parkside Avenue	No. 1709 Parking Prohibited At All Times Except for Handicapped Parking Not recommended;
N. Western Avenue (west side)	Nos. 7304-7316 Parking Prohibited -Driveway Not recommended;

Parking Limited:

W. 111th Street (north side)	Parking Limited 1-Hour No. 3406 Not recommended;

Loading Zone:

N. Southport Avenue (west side)	No. 3432 Loading Zone 9 A.M. to 5 P.M. Monday thru Saturday;

Weight Limitations:

W. 51st Street	From S. Central Avenue to S. Laramie Avenue Weight Limitation 5-Tons. Not recommended: North side of W. 51st Street is Stickney South side of W. 51st Street is Chicago;

W. 57th Street (north side)

--- From S. Nottingham Avenue to the first alley east thereof Residential Parking 8 A.M. to 6 P.M. Monday thru Friday;

W. 95th Place (both sides of No. 1700. block)

Block between S. Vanderpoel Avenue and S. Wood St. Residential Parking Zone. Not Recommended: Does not meet the zoning requirements of the Resident Permit Parking Ordinance;

W. 98th Street (both sides)

Between S. Walden Pkwy. and S. Longwood Drive, Residential Parking Zone Not recommended: Does not meet the requirements of the Resident Permit Parking Ordinance;

Traffic Warning Signs:

Southeast corner of N. Artesian Avenue and W. Balmoral Avenue Not Recommended: Does not meet warrants

"Stop" sign;

Northbound traffic on S. Ashland Avenue at W. 122nd Street Not Recommended does not meet warrants

"Stop" signs;

W. Belle Plaine Avenue and N. Mozart Street for north and eastbound traffic, Not recommended: Does not meet warrants

"Stop" sign;

East and northbound traffic on W. Belle Plaine Avenue and N. Richmond Street, Not recommended: Does not meet warrants.

"Stop" sign;

W. Belle Plaine Avenue and N. Sacramento Avenue for East and southbound traffic Not recommended: Does not meet accident warrants

"Stop" sign;

North southbound traffic on N. Bernard Street at W. Altgeld Street Not recommended: Does not meet warrants

"Stop" sign;

S. Beverly Avenue and W. 110th Place not recommended: Intersection does not meet warrants for Stop sign controls

"Stop" sign;

W. Byron Street and N. Leclaire Avenue stopping eastbound Byron Not recommended: Does not meet warrants

"Stop" signs;

W. Byron Street and N. Meade Avenue Not recommended: Does not meet warrants

"Stop" sign;

S. Champlain Ave. and E. 106th St. stopping north traffic on Champlain Not recommended: Intersection does not meet warrants for Stop signs.

"Stop" sign;

W. Cornelia Avenue (one-way street/westerly) at N. Laverne Avenue Not recommended.

"Stop" sign;

Dowagiac Avenue and W. Lunt Avenue, Not recommended:

"Stop" sign;

S. Kildare Avenue and W. 53rd Street,
Not recommended: Does not meet warrants

"Stop" sign;

S. Morgan Street and W. 108th Street,
Not recommended: Intersection does not
meet warrants for Stop sign controls

"Stop" sign;

S. Morgan Street and W. 109th Place
Not recommended: Intersection does
not meet warrants for Stop sign controls

"Stop" signs;

N. St. Louis Avenue and W. Belden Avenue
Not recommended: Does not meet warrants

"4-Way Stop" signs;

Entrances to the north-south alley in the
4400 block between N. Troy Street and N.
Albany Avenue Not recommended: No
Council Action Necessary. Signs will be
posted as per City Code

"No Thru Traffic" signs;

W. 26th Street and S. Trumbull Avenues
stopping 26th St., Not recommended: for
All-Way Stop. 26th Street is a Thru-Street

"2-Way Stop" signs;

W. 50th St. and S. Lamon Avenue Not
recommended: For All-Way Stop. Does not
meet warrants.

"Stop" signs;

W. 53rd Place and S. Lockwood Avenue Not
recommended: Does not meet warrants.

"Stop" signs;

W. 54th Street (one-way street
westerly) with S. Meade Avenue
Not recommended: Does not meet
warrants

"Stop Signs";

W. 60th Street and S. Meade Street
Not recommended: Does not meet
warrants

"Stop Sign";

W. 60th Street and S. Melvina Street
Not recommended: Does not meet
warrants

"Stop Sign";

W. 61st Street and S. Narragansett
Avenue Not recommended: Does not meet
warrants

"Automatic Traffic Control
Signals";

W. 62nd Street and S. May Street
Not recommended: Does not meet
warrants for Stop signs

"3-Way Stop" signs;

W. 65th Street at S. Aberdeen Street
Not recommended: Does not meet
warrants for Stop sign control

"Stop signs";

Eastbound and northbound traffic at
the intersection of W. 70th Street
and S. Aberdeen St. Not recommended:
Does not meet warrants

"Stop signs";

W. 79th Street S. Fairfield Avenue and
S. California Avenue for westbound
traffic only, Not recommended

"No Left Turn";

W. 79th street between S. Fairfield Avenue
for westbound traffic only Not
recommended

"No Left Turn";

W. 80th street and S. Bishop Street
for east and westbound traffic
Not recommended: Intersection does
not meet warrants

"Stop" signs;

W. 108th Street and S. Beverly Avenue
Not recommended:
Does not meet warrants

"Stop" signs;

W. 109th Place and S. Morgan
Street, Not recommended:
Does not meet warrants

"Stop" signs;

W. 110th Place and S. Beverly
Avenue Not recommended:

"Stop" signs;

Single Direction:

W. Ohio Street

From N. Central Park Avenue to N. Kedzie
Avenue Not recommended: Street is 30 feet
width and volumn of traffic is very low;

Miscellaneous:

On N. Kenmore Avenue

From W. Belmont Avenue to the 1st alley
south thereof Slow-Children Crossing Not
recommended. No Council action necessary;
covered by code.

These recommendations were concurred in by 9 members of the committee, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Vice-Chairman.

Action Deferred--ON PROPOSED ORDINANCE TO AMEND CHAPTER 27
SECTIONS 200 AND 435 OF MUNICIPAL CODE CONCERNING
TRAFFIC REGULATIONS.

The Committee on Traffic Control and Safety submitted the following report, which was, on motion of Alderman Streeter and Alderman D. Davis, *Deferred* and ordered published:

CHICAGO, July 27, 1983.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (July 6, 1983) proposed ordinance to amend Chapter 27, Sections 200 and 435 of the Municipal Code of the City of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Vice-Chairman.

The proposed resolution transmitted with the foregoing committee report reads as follows:

Whereas, The City of Chicago loses approximately \$20 million a year in unpaid parking tickets; and

Whereas, Scofflaws increase traffic congestion on the streets of the City of Chicago; and

Whereas, Other cities across the nation have effectively increased revenue and cleared congested streets by the use of immobilizing devices on the motor vehicles of scofflaws; and

Whereas, The use of immobilizing devices on motor vehicles of scofflaws can assist city officials in collecting revenue and enforcing traffic laws; now, therefore,

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

Section 1: That the Municipal Code of the City of Chicago be hereby amended by the insertion therein of a new paragraph, said new paragraph in *italics* to be known as "Paragraph 27-435, Enforcement of Parking Violations," Paragraph 27-435, "Effect of Ordinance", 27-436, "Saving Clause" and Paragraphs 27-437, "Short Title of Ordinance", shall be renumbered as paragraphs 27-436, 27-437 and 27-438. Paragraph 27-435, Enforcement of Parking Violations shall read as follows:

27-435 a) *Any unattended motor vehicle found parked, at any time, upon any public road, street, avenue or other public right of way within the City of Chicago; against which there are five (5) or more outstanding or otherwise unsettled traffic violation notices or against which there have been issued five (5) or more warrants, may, by or under the direction of an officer or member of the Chicago Police Department or an employee of the Department of Streets and Sanitation, be immobilized in such a manner as to prevent its operation. No such vehicle shall be immobilized by any means other than by the use of a device or mechanism which will cause no damage to the vehicle unless it is moved while such device or mechanism is in place.*

27-435 b) *Upon immobilization of such motor vehicle, the officer or employee shall cause to be placed on such vehicle, in a conspicuous manner, notice sufficient to warn any individual that such vehicle has been immobilized and that any attempt to move such vehicle might result in damage to such vehicle. As soon as practicable, the officer or employee shall inform the owner of the immobilized vehicle of the nature and circumstances of the prior outstanding or unsettled traffic violation notices or warrants for which, or on account of which, such vehicle was immobilized.*

27-435 c) *the owner of such immobilized vehicle, or other authorized person, shall be permitted to secure release of the vehicle upon:*

ia) the depositing of the collateral required for his appearance in the Circuit Court to answer for each violation; or ib) depositing the amount of the fine or penalty for each violation for which there is an outstanding or otherwise unsettled traffic violation notice or warrant; and

ii) the payment of the fees as required by section (e) of this paragraph.

27-435 d) *The immobilizing device or mechanism shall remain in place for seventy-two (72) hours if section (c) of this section is not complied with. After the seventy-two (72) hour period, the vehicle shall be towed and impounded. If the immobilization occurs when a vehicle is parked in a rush-hour traffic zone or in any zone regulated by towing provisions, then such vehicle is also subject to immediate towing and impounding. Towing and storage fees, as specified in section 27-435 (e) of this paragraph must be paid, along with fees specified in section 27-435 (c) of this paragraph before the owner of such vehicle, or authorized person, shall be permitted to repossess or secure the release of the vehicle.*

27-435 e) The owner of an immobilized vehicle shall be subject to a booting fee of \$35.00 for such immobilization. The owner of an immobilized vehicle which was impounded shall be subject to a total fee of \$75.00 plus a fee for storage.

27-435 f) The Superintendent of Police, along with the Commissioner of the Department of Streets and Sanitation shall have authority for implementing the parking enforcement provisions of this paragraph.

27-435 g) Nothing in this paragraph shall be construed to deprive any person of the constitutional right to a hearing or trial as to the violations charged.

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

**Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 8 AND CHAPTER
14 OF THE MUNICIPAL CODE CONCERNING DEPARTMENT OF PUBLIC
WORKS AND DEPARTMENT OF STREETS AND SANITATION.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 27, 1983.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, having had under consideration a proposed ordinance which was referred to the Committee (April 13, 1983) to amend Chapter 8 and Chapter 14 of the Municipal Code of Chicago, begs leave to recommend that the proposed ordinance be *Referred* to the Committee on Administration, Reorganization and Personnel.

This recommendation was concurred in by 9 members of the committee, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Vice-Chairman.

On motion of Alderman Huels, the committee's recommendation was *Concurred In*, and the said proposed ordinance was *Referred to the Committee on Administration, Reorganization and Personnel*.

COMMITTEE ON ZONING.

**Chicago Zoning Ordinance Amended to Reclassify
Particular Areas.**

The Committee on Zoning submitted the following report:

CHICAGO, July 26, 1983.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to Your Committee on January 18, 28, March 9, 25, 31, and June 28, 1983) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski the committee's recommendation was *Concurred In* and each of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

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

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by,

S. Laflin Avenue; W. Van Buren Street; the alley next east of S. Ashland Boulevard; and the alley next south of W. Jackson Boulevard,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 3-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-4 General Commercial District symbols and indications as shown on Map No. 3-F in the area bounded by,

W. Schiller Street; N. Wells Street; W. Evergreen Avenue; and N. North Park Avenue,

to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 1005 through 1013 of this Journal.]

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

—
Reclassification of Area Shown on Map No. 3-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 3-J in the area bounded by

W. North Avenue; N. Springfield Avenue; the alley next south of W. North Avenue; and a line 96 feet west of N. Springfield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

—
Reclassification of Area Shown on Map No. 3-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-J in the area bounded by,

W. Evergreen Avenue; N. Spaulding Avenue; the alley next south of W. Evergreen Avenue; and a line 25.45 feet west of S. Spaulding Avenue;

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECITON 2. This ordinance shall be in force and effect from and after its passage and due publication.

—
*Reclassification of Area Shown on Map No. 5-H
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by;

the alley next south of the south line of the C.M.St.P. & P. R.R. right-of-way; N. Paulina Avenue; a line 250.53 feet south of the alley next south of the south line of the C.M. St.P. & P. R.R. right-of-way; and the alley next west of N. Paulina Avenue,

to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

(Continued on page 1014)

PLAN OF DEVELOPMENT

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

STATEMENTS

1. The area referred to herein as Residential-Business Planned Development consists of property commonly known as 213 West Schiller Street, Chicago, Illinois (the "Property"). The Property consists of 137,969 square feet of net site area, and is bounded on the north by West Schiller Street; on the east by North Wells Street; on the south by West Evergreen Avenue; and on the west by North North Park Avenue. The Applicant is a beneficial owner of the Property.

2. The Applicant and his successors, assignees or grantees shall obtain all official reviews, approvals and permits required for the Property.

APPLICANT: Cobble Square Investors
Two North Riverside Plaza
Chicago, Illinois

DATED: January 27, 1983

3. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or his successors, assignees, or grantees, and approval by the City Council.

4. Within the area delineated herein as Residential-Business Planned Development, the following uses shall be permitted: dwelling units, accessory health and swimming pool facilities, accessory off-street parking, business, commercial, retail, related service and other uses permitted in a B4 Restricted Service District (except that otherwise applicable restrictions marked by an asterisk in the Zoning Ordinance shall not apply). There will be a maximum of three hundred and fifteen dwelling units permitted. There will be a maximum of 71,000 square feet of commercial space permitted. Dwelling units may be located on the first floor.

5. Business and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioners of the Department of Planning and of the Department of Inspectional Services.

APPLICANT: Cobble Square Investors
Two North Riverside Plaza
Chicago, Illinois

DATED: January 27, 1983

July 27, 1983

REPORTS OF COMMITTEES

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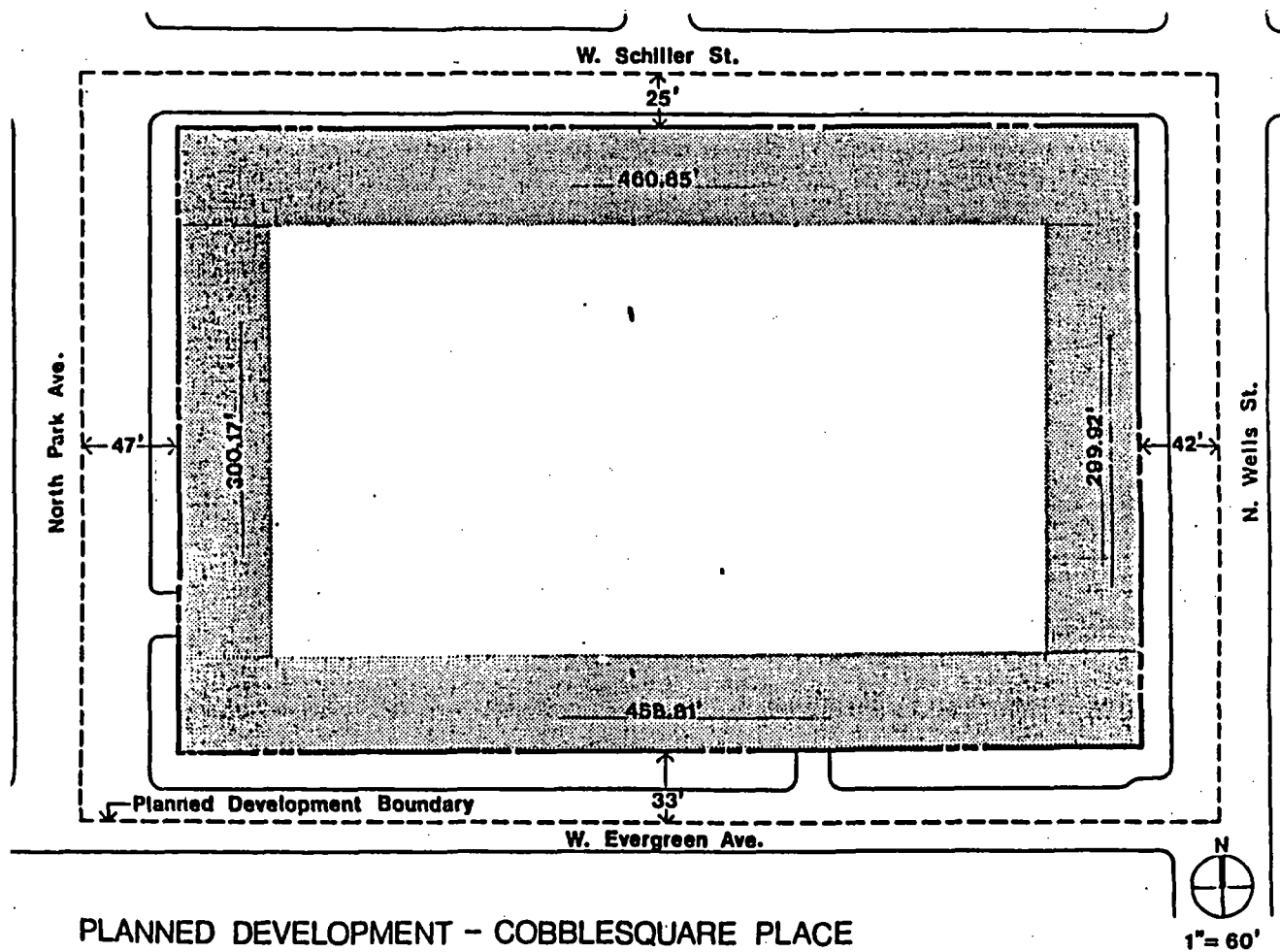
6. Off-street parking and loading for the Property will be provided in conformity with this Plan of Development.

7. The information in the attached Plan of Development sets forth data concerning the generalized land use plan of the area delineated herein as Residential-Business Planned Development, and illustrates that the rehabilitation of the existing improvements and any additional improvements will be in accordance with the intent and purposes of this Plan of Development.

8. The Plan of Development attached hereto shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Cobble Square Investors
Two North Riverside Plaza
Chicago, Illinois

DATED: January 27, 1983

**PLANNED DEVELOPMENT - COBBLESQUARE PLACE****PROPERTY LINE MAP**

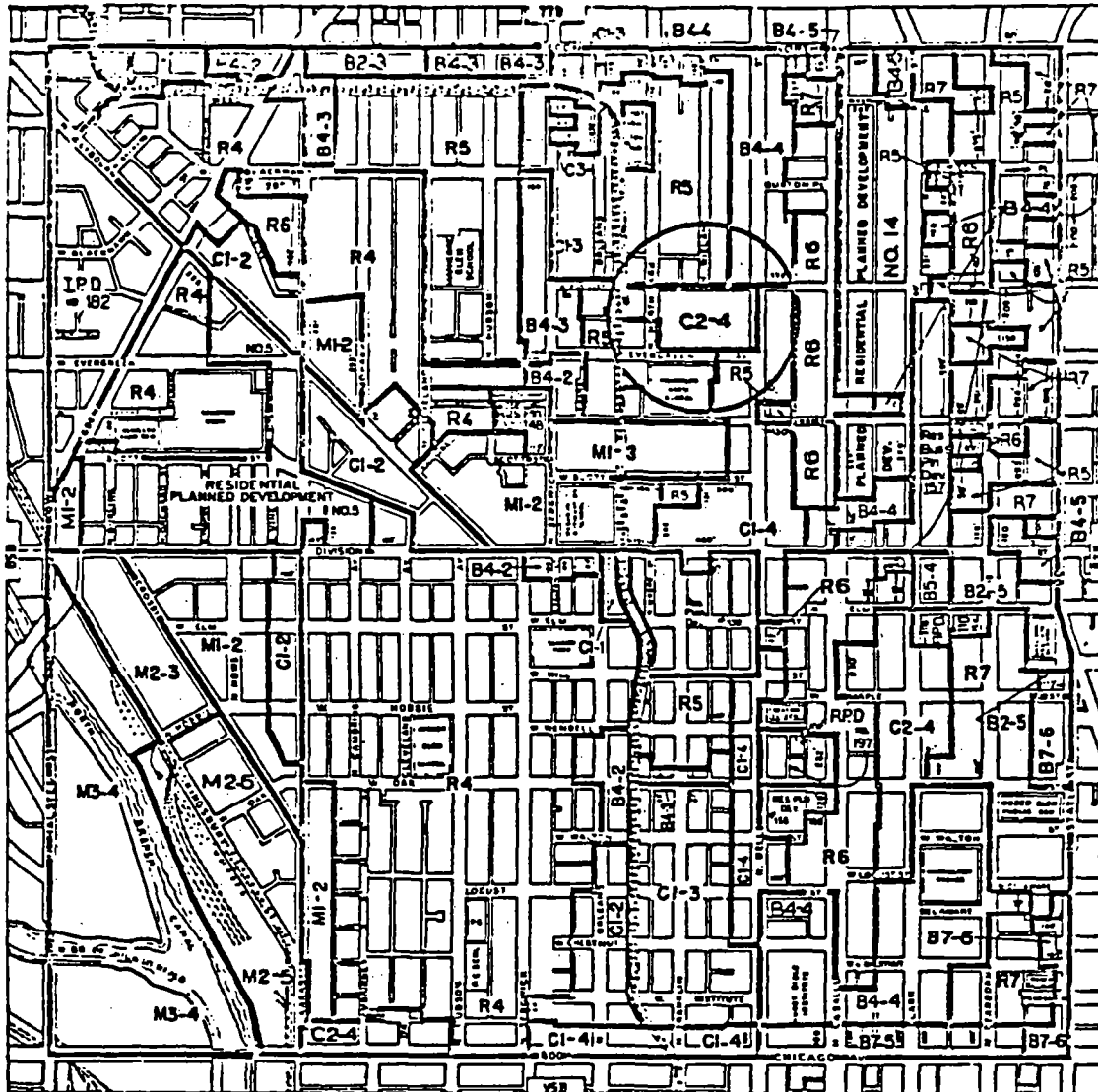
APPLICANT: COBBLE SQUARE INVESTORS - TWO NORTH RIVERSIDE - CHICAGO, IL 60610 - DATED: 1/27/83

PLANNED DEVELOPMENT - COBBLESQUARE PLACE

CHICAGO ZONING ORDINANCES

SEC 4 1300 R100

MAP 3-



RESIDENCE DISTRICTS

- R1 SINGLE-FAMILY RESIDENCE DISTRICT
- R2 SINGLE-FAMILY RESIDENCE DISTRICT
- R3 GENERAL RESIDENCE DISTRICT
- R4 GENERAL RESIDENCE DISTRICT
- R5 GENERAL RESIDENCE DISTRICT
- R6 GENERAL RESIDENCE DISTRICT
- R7 GENERAL RESIDENCE DISTRICT
- R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7.

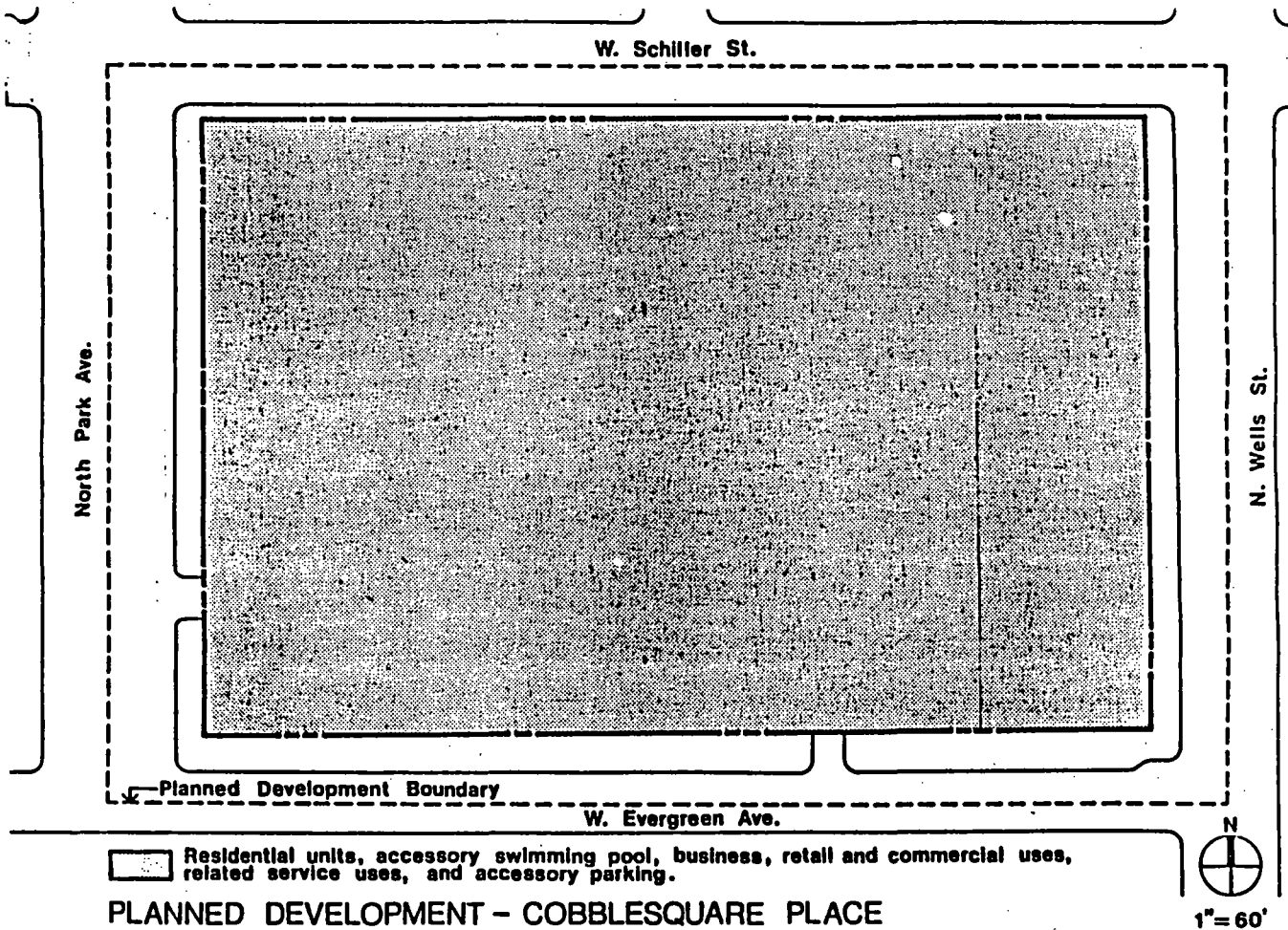
FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8.

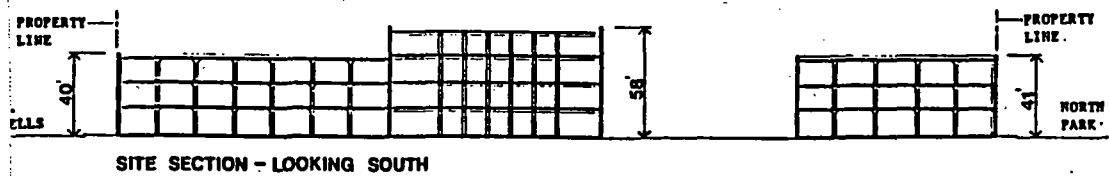
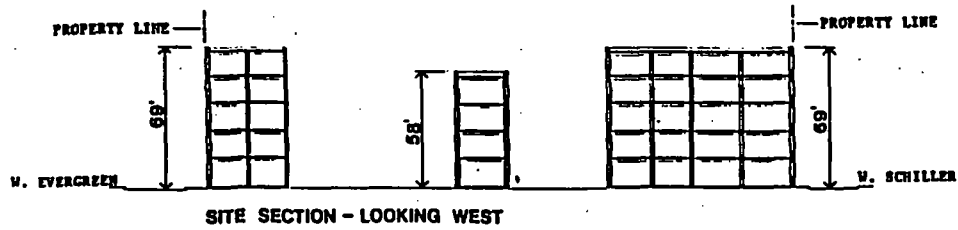
FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9.

FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10.

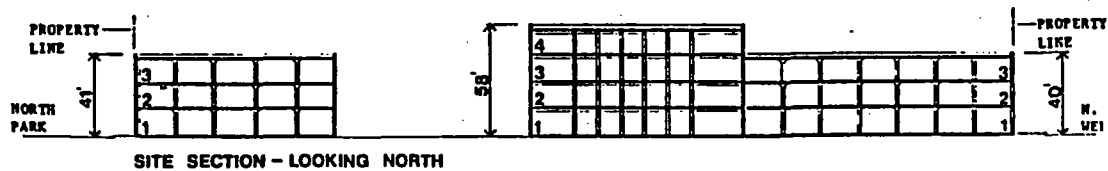
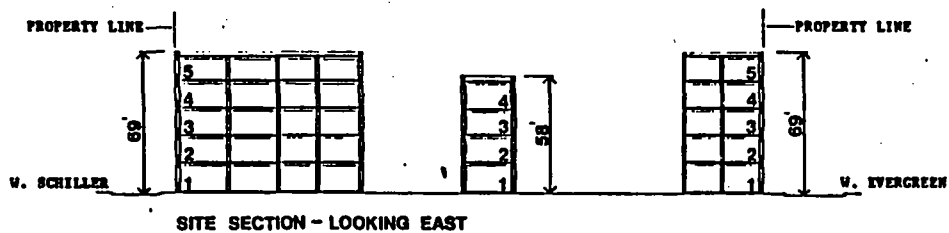
APPLICANT: Cobble Square Investors - Two North Riverside Plaza - Chicago, IL
 DATED: 1/27/83







PLANNED DEVELOPMENT - COBBLESQUARE PLACE
 APPLICANT: COBBLE SQUARE ENTERPRISES, INC.

**PLANNED DEVELOPMENT - COBBLESQUARE PLACE**

COBBLE SQUARE INVESTORS - TWO NORTH BURGESS - CHICAGO, ILL. 60610 DATED: 1/27/83

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RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area

137,969 sq. ft. or 3.17 acres

Generalized Description of Land Use

Dwelling units, including accessory health and swimming pool facilities, accessory off-street parking, and any use permitted in a B4 Restricted Service Zone.

Maximum Building Height

82 feet (El. 96.3 + C.C.D.)

Maximum amount of commercial space to be provided

71,000 square feet

Maximum F.A.R.

2.50

Maximum % of Land Covered

82%

Minimum number of off-street parking spaces to be provided

182

Number of loading spaces provided

2

Maximum Number of dwelling units

315

APPLICANT: Cobble Square Investors
Two North Riverside Plaza
Chicago, Illinois

DATED: January 27, 1983

(Continued from page 1004)

[Planned Development printed on pages 1015
through 1019 of this Journal.]

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

Reclassification of Area Shown on Map No. 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-I in the area bounded by,

N. Milwaukee Avenue; a line 464 feet southeast of and parallel to W. Francis Place; the alley next southwest of N. Milwaukee Avenue; and W. Francis Place,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-F in area bounded by,

W. 28th Street; the alley next east of S. Emerald Avenue; a line 50 feet south of W. 28th Street; and S. Emerald Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C-4 Motor Freight Terminal District symbols and indications as shown on Map No. 6-G in the area bounded by,

a line 1600 feet south of W. Cermak Road; the center line of Stetson's Canal; a line 2000 feet south of W. Cermak Road; and S. Laflin Street,

to those of an M3-4 Heavy Manufacturing District and a corresponding use district is hereby established in the area above described.

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

(Continued on page 1020)

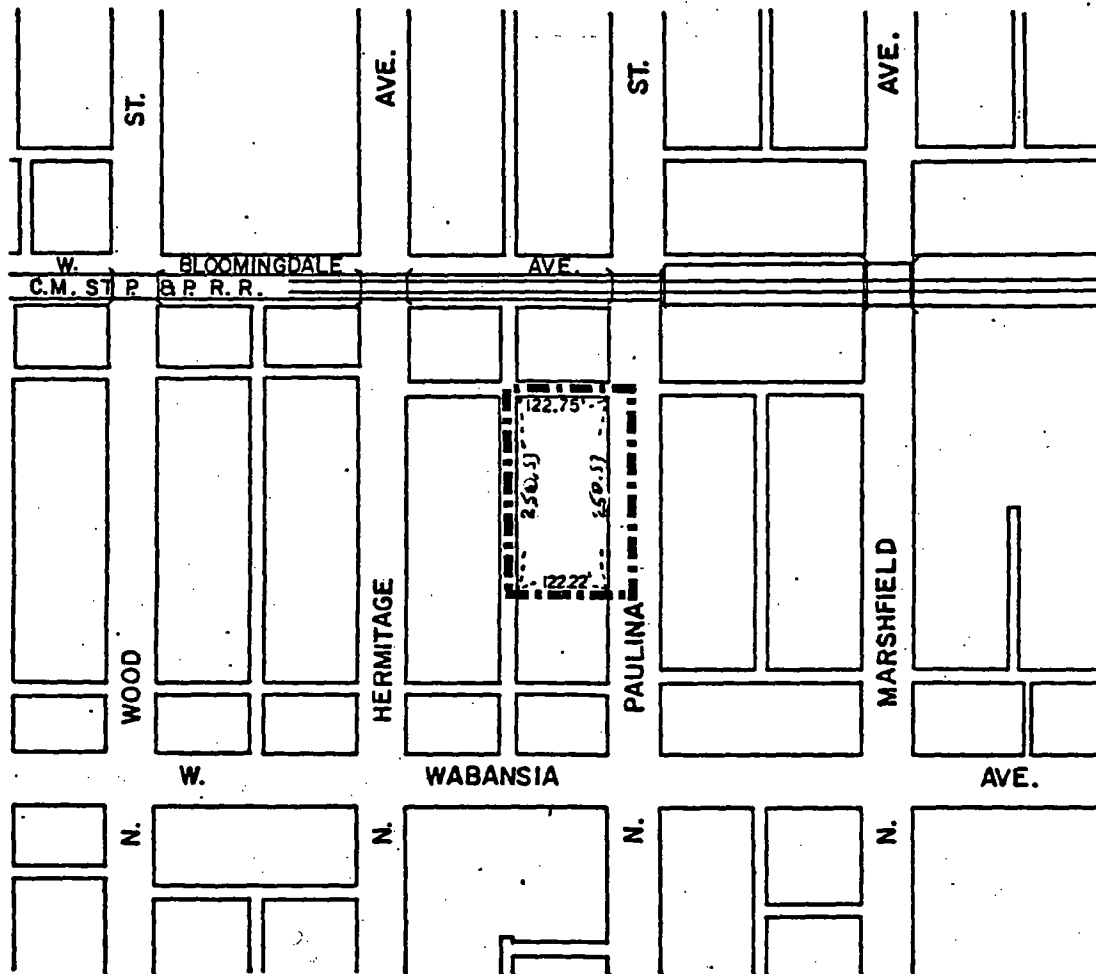
RESIDENTIAL PLANNED DEVELOPMENT
PLAN OF DEVELOPMENT
STATEMENTS

1. The area delineated hereon as a "Residential Planned Development" is controlled by the applicant, Capital Associates.
2. Use of land will consist of an elevator apartment structure for the elderly, off-street parking and loading and open area as authorized by this Plan of Development.
3. All applicable official reviews, approvals or permits are required to be obtained by Applicant or its successors, assigns or grantees.
4. Any dedication or vacation of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Applicant, its successors or assigns.
5. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification signs may be permitted with the approval of the Commissioner of Planning and the Commissioner of Inspectional Services.
8. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the Plan of Development.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

APPLICANT: Capital Associates

DATE: March 25, 1983

RESIDENTIAL PLANNED DEVELOPMENT PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



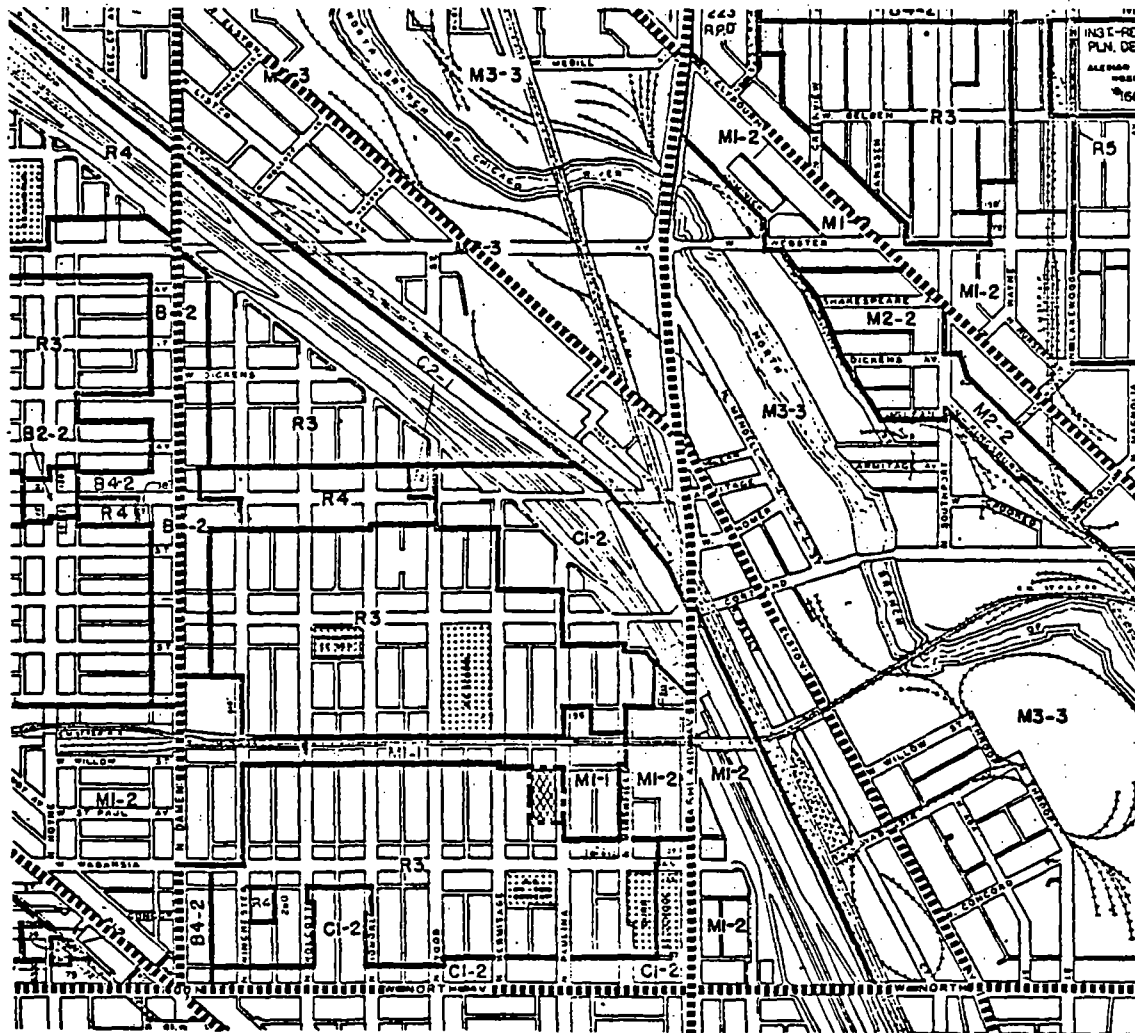
LEGEND

----- PLANNED DEVELOPMENT BOUNDARY



APPLICANT: CAPITAL ASSOCIATES
DATE: MARCH 25, 1983

RESIDENTIAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERRED STREET SYSTEM



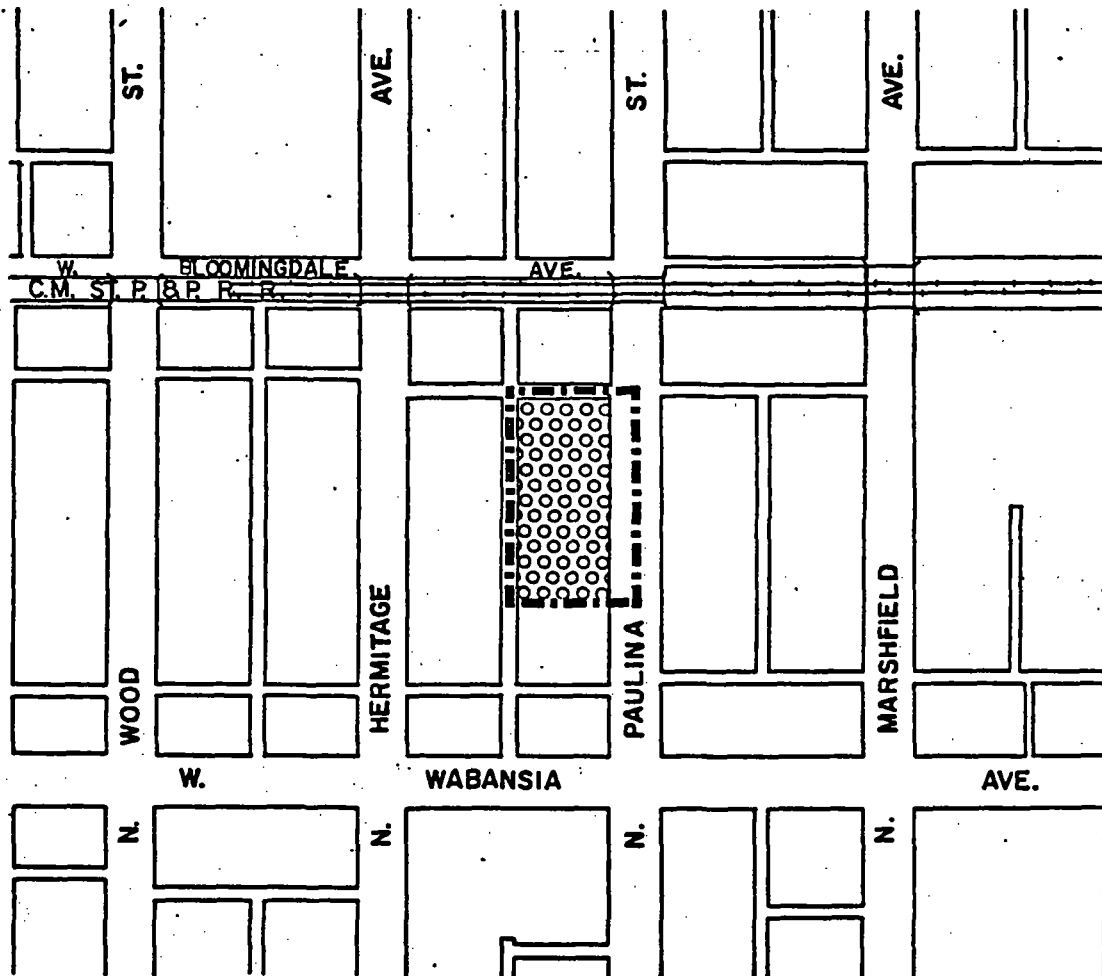
LEGEND

- RESIDENTIAL PLANNED DEVELOPMENT BOUNDARY
- ZONING DISTRICTS BOUNDARIES
- PREFERRED STREET SYSTEM
- PUBLIC AND QUASI-PUBLIC FACILITIES



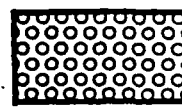
APPLICANT: CAPITAL ASSOCIATES
 DATE: MARCH 25, 1983

RESIDENTIAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

 ELEVATOR APARTMENT STRUCTURE
(HOUSING FOR THE ELDERLY), OFF-STREET
PARKING AND LOADING WITH OPEN AREAS.



APPLICANT: CAPITAL ASSOCIATES
DATE: MARCH 25, 1983

RESIDENTIAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NUMBER OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF LAND COVERED
<u>Square Feet</u>	<u>Acres</u>				
33,437	0.77	Elevator apartment structure (housing for the elderly), off-street parking and loading and open area.	134	2.9	28%
1.08 ACRES GROSS SITE AREA = 0.77 ACRES NET SITE + 0.31 ACRES PUBLIC STREETS AND ALLEYS AREA.					
MAXIMUM PERMITTED P.A.R. FOR TOTAL NET SITE AREA: 2.9					
MAXIMUM NUMBER OF DWELLING UNITS = 133 units for the elderly 1 unit for the building engineer 134 total units					
MINIMUM NUMBER OFF-STREET PARKING SPACES: 34 spaces					
MINIMUM NUMBER OFF-STREET LOADING SPACES: 1 space					
MINIMUM GROUND LEVEL SET-BACKS: 15 feet North 15 feet South 15 feet East 30 feet West					

SET-BACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHERE NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.

APPLICANT: Capital Associates

DATE: March 25, 1983

(Continued from page 1014)

Reclassification of Area Shown on Map No. 7-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 7-I in the area bounded by,

the alley next northeast of N. Linden Place; a line from a point 53.20 feet southeast of the alley next east of N. Kedzie Avenue as measured along the south line of the alley next northeast of N. Linden Place to a point 377.89 feet southeast of the alley next east of N. Kedzie Avenue and 67.13 feet north of N. Linden Place, said line being drawn along an arc of a curve having a radius of 3831.83 feet and convex to the southwest being south 42 degrees, 02 minutes 51 seconds; a line 377.89 feet southeast of and parallel to the alley next east of N. Kedzie Avenue; N. Linden Place; and the alley next east of N. Kedzie Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 127 and M2-2 General Manufacturing District symbols and indications as shown on Map No. 7-N in the area bounded by,

W. Diversey Avenue; N. Narragansett Avenue; a line 520 feet north of W. Fullerton Avenue; a line 220 feet west of N. Narragansett Avenue; W. Fullerton Avenue; and the east line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad,

to the designation of Business Planned Development No. 127 as amended which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Planned Development printed on pages 1021 through 1026
of this Journal.]

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

Reclassification of Area Shown on Map No. 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District and B5-3 General Service District symbols and indications as shown on Map No. 9-H in the area bounded by,

W. Irving Park Road; N. Damen Avenue; a line 131.65 feet south of W. Irving Park Road; the alley next west of and parallel to N. Damen Avenue; the alley next south of and parallel to W. Irving Park Road; and N. Leavitt Street,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

(Continued on page 1027)

BUSINESS PLANNED DEVELOPMENT #127 AS AMENDED
PLAN OF DEVELOPMENT

1. The property delineated in the Property Line Map appended hereto contains approximately 73.6 acres and is owned or controlled by both the City of Chicago, Department of Economic Development (the "City") and Chicago Title And Trust Company, as trustee under Trust Agreement dated January 2, 1976 and known as Trust No. 1068300 (the "Trust"). The City of Chicago land will be conveyed in accordance with the provisions of certain agreements between the City of Chicago and Maisel & Associates of Michigan, a partnership pursuant to various agreements heretofore executed and approved by ordinances dated to-wit: December 18, 1981 (the "City Agreements").
2. Off-street parking and off-street loading facilities shall be provided in compliance with the Plan of Development, subject to the review of the Department, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Development and Planning. Off-street parking areas may be illuminated by lights mounted on standards at heights not in excess of fifty (50) feet above existing grade at the base of such standard, providing such lights shall either be directed downward or covered by shades or reflectors directing such lighting downward.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant, or its successors, assignees or grantees.
4. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant, or its successors, assignees or grantees.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lines shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 24 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. The uses permitted in the Business Planned Development shall include the following:

Department Stores; Discount Stores, Sale of Food, food products and meat; Sale of packages alcoholic beverages; Sale of clothing and apparel; Sale of prescription drugs, pharmaceuticals and allied products; Sale of hardware; Sale of tires, batteries and automotive accessories, with an ancillary use of retail sale and dispensing of fuels and lubricants and installation and minor services

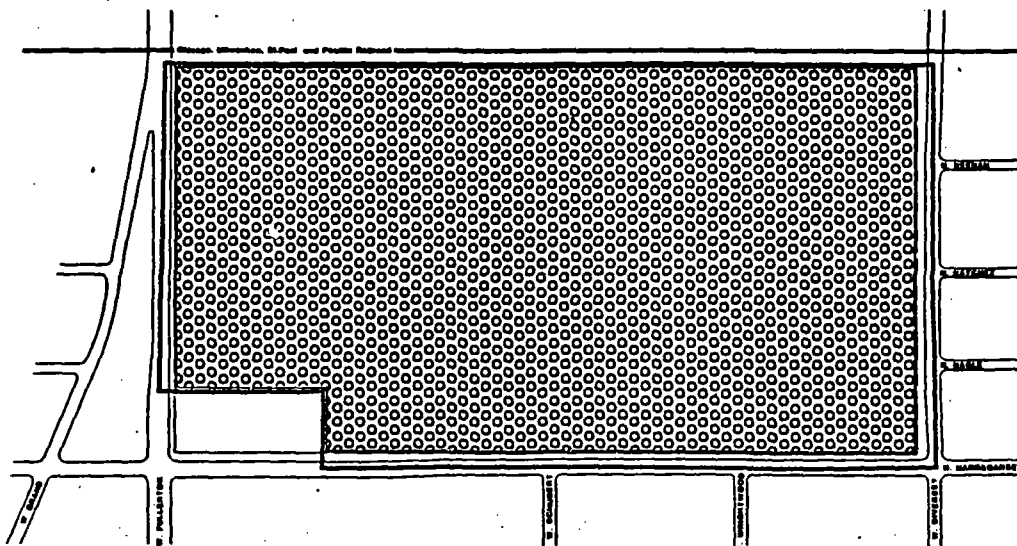
customarily incidental thereto; Banks or savings and loan associations; Sale of Insurance; Travel Agencies; Amusement establishments; Arcades; Theaters; Auditoriums; Health Clubs; any and all Drive-In Facilities; Jewelry Stores; Sale of goods, wares and merchandise at retail; Service businesses such as doctors; ophthalmologists and dental offices; Shoe Repair; Watch and Jewelry repair; Tailor and dressmaker shops; Restaurants and Taverns; all office purposes; and such uses as are permitted under the B5 General Service District Classification, except for dwelling units, lodging rooms and hotel/motel uses.

7. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings, subject to the approval of the Department of Development and Planning.
8. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 1.0.
9. Business and business identification signs may be permitted within the area delineated herein as Business Planned Development, in accordance with the City Agreements, subject to review and approval as to location of the Department of Buildings and Department of Development and Planning.
10. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and illustrates that the development of such area will be in general compliance with the intent and purpose of the Chicago Zoning Ordinance.
11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

Applicants: City of Chicago, Department of Economic Development

DATED: March 9, 1983

BUSINESS PLANNED DEVELOPMENT NO. 127. AS AMENDED



GENERALIZED LAND USE PLAN

DEPARTMENT OF ECONOMIC DEVELOPMENT
CITY OF CHICAGO

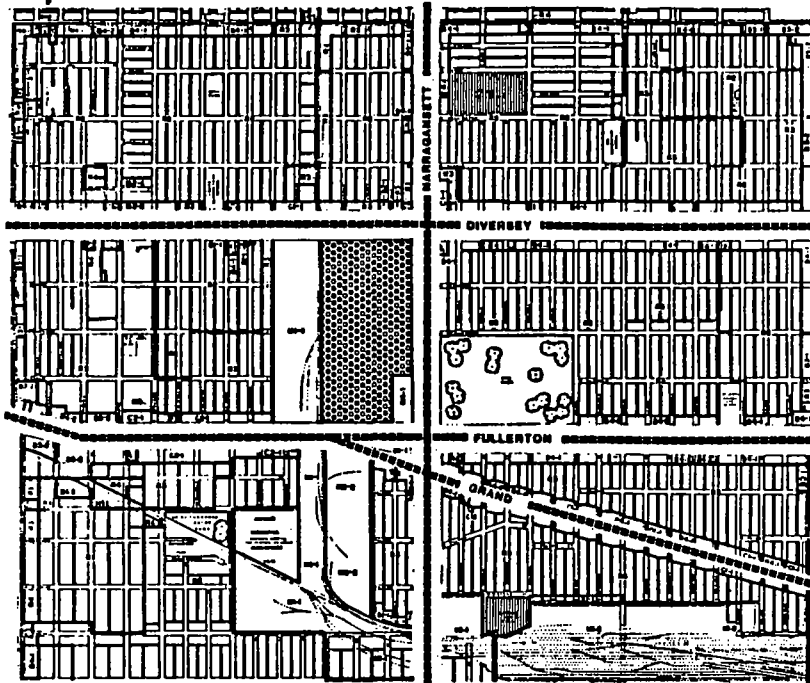
DATE: MARCH 2, 1963

LEADS

PLANNED DEVELOPMENT DOCUMENTS
COMMUNITY AND ECONOMIC CHALLENGES
AND OUR SECRET PLANING
OUR STATEMENT No. 3



BUSINESS PLANNED DEVELOPMENT NO.127, AS AMENDED



**EXISTING
ZONING &
PREFERENTIAL
STREET
SYSTEM**

LEGEND

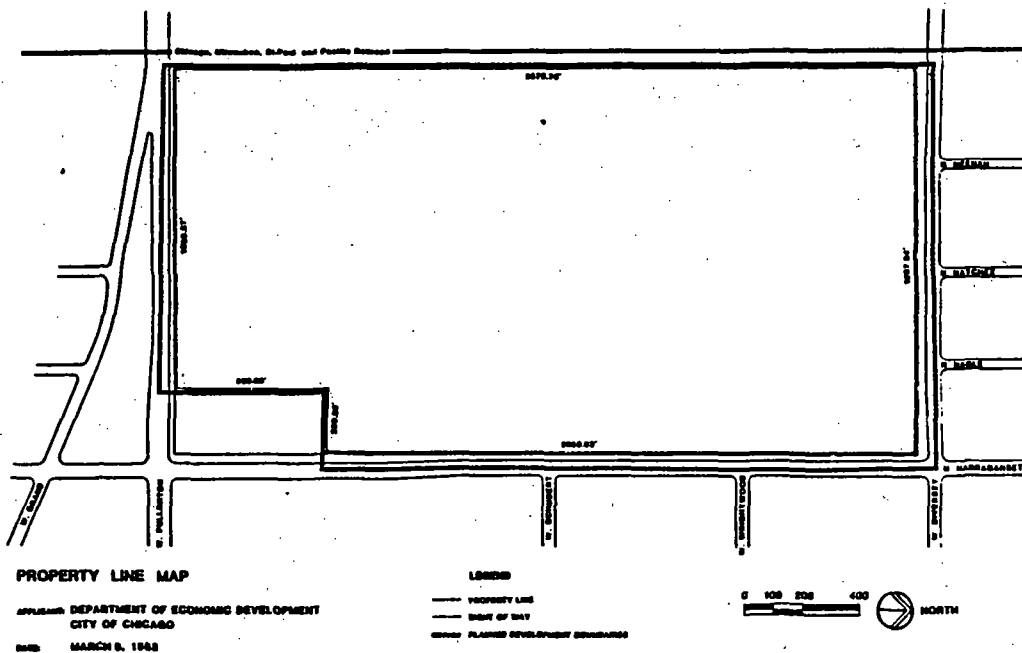
- PROPOSED PLANNED DEVELOPMENT
- PREFERENTIAL STREETS
- ZONING DISTRICT BOUNDARIES
- SCHOOLS
- PARKS

APPLICANT: DEPARTMENT OF ECONOMIC DEVELOPMENT

CITY OF CHICAGO

DATE: MARCH 9, 1983

BUSINESS PLANNED DEVELOPMENT NO. 127, AS AMENDED



BUSINESS PLANNED DEVELOPMENT NO. 127

AS AMENDED

PLANNED DEVELOPMENT USE & BULK
REGULATIONS & DATA

Net Site Area		General Description of Land Use	Maximum Floor Area Ratio	Maximum % of Land Coverage	Minimum # of Parking Spaces
Sq. Ft.	Acres				
3,209,028	73.67	Shopping and Business Center (See Statement No. 6)	1.0	70	4,500 *

Gross Site Area = Net Site Area 73.67 acres + area of public streets 5.23 acres
equals 78.90 acres

Minimum number of off-street loading spaces: 13

Minimum periphery setbacks at boundary lines: 30 feet on all sides

* 3,000 spaces shall be applied to the existing development and the remainder
shall be provided as such additional development is occupied.

APPLICANT: Department of Economic Development
City of Chicago

DATE: March 9, 1983

(Continued from page 1020)

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

Reclassification of Area Shown on Map No. 9-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 9-M in the area bounded by,

a line 120 feet 1 3/4 inches north of and parallel to W. Addison Street; the alley next east of and parallel to N. Narragansett Avenue; W. Addison Street; and N. Narragansett Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 General Commercial District symbols and indications as shown on Map No. 9-M in the area bounded by,

W. Berenice Avenue; the alley next east of and parallel to N. Narragansett Avenue; a line 72 feet south of and parallel to Berenice Avenue; and N. Narragansett Avenue,

to those of an R4 General Residential District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 General Commercial District symbols and indications as shown on Map No. 9-M in area bounded by

a line 48.21 feet south of and parallel to W. Byron Street; the alley next east of and parallel to N. Narragansett Avenue; a line 176.21 feet south of and parallel to W. Byron Street; and N. Narragansett Avenue,

to those of an R4- General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 11-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 11-K in the area bounded by,

a line 100 feet southeast of and parallel to N. Lowell Avenue, N. Elston Avenue; N. Kildare Avenue; the alley next north of and parallel to W. Wilson Avenue; the alley southwest of and parallel to N. Elston Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 13-P.
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 13-P in the area bounded by

a line 149.41 feet south of W. Catalpa Avenue; a line 578.93 feet west of N. Delphia Avenue;
a line 387.51 feet south of W. Catalpa Avenue; and a line 620.93 feet west of N. Delphia Avenue,

to the designation of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 14-I in area bounded by

a line 149 feet 10½ inches south of and parallel to W. 61st Street; S. Western Avenue; a line 374 feet 10½ inches south of and parallel to W. 61st Street; and the alley next west of and parallel to S. Western Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 18-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 18-I in area shown by, W. 74th Street;

S. Western Avenue; W. Columbus Avenue; and S. Artesian Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

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 establish loading zones at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Hagopian (30th Ward)	N. Milwaukee Avenue (west side) from a point 35 feet south of N. Keystone Avenue to a point 25 feet south thereof;
Cullerton (for Laurino, 39th Ward)	N. Elston Avenue, at No. 4523 -- 30 feet -- 9 A.M. to 5 P.M. -- Monday through Friday;
Pucinski (41st Ward)	W. Higgins Avenue (north side), at No. 7106 -- 8 A.M. to 6 P.M. -- Monday through Friday.

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:

*Alderman**Location*

Stemberk (22nd Ward)

S. Keeler Avenue between S. Ogden Avenue and W. Cermak Road --southerly;

First alley east of S. Springfield Avenue between W. 27th and W. 26th Streets -- northerly;

First alley south of W. 26th Street between S. Springfield and S. Avers Avenues -- easterly;

Marzullo (25th Ward)

W. Cullerton Street between S. Washtenaw Avenue and S. Rockwell Street --easterly;

Oberman (43rd Ward)

W. Concord Place between N. Orchard and N. Burling Streets --westerly.

*Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.*

The aldermen named below presented the 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:

*Alderman**Location and Distance*

Roti (1st Ward)

N. Wabash Avenue (east side) from E. South Water Street to the first alley south thereof;

Hutchinson (9th Ward)

W. Brayton Street, at No. 54 (except for handicapped);

Sheahan (19th Ward)

S. Hale Avenue (west side), at No. 11756;

Stemberk (22nd Ward)

W. 33rd Street (both sides) between S. Pulaski Road and S. Springfield Avenue;

Krystyniak (23rd Ward)

S. Mulligan Avenue, at No. 5226 (except for handicapped);

Cullerton (for Laurino, 39th Ward)

N. Ridgeway Avenue (west side), at No. 4838 (except for handicapped);

Natarus (42nd Ward)

W. Goethe Street (north side) between N. Wells and N. Sedgwick Streets;

W. Scott Street (north side) from N. Sedgwick Street to a point 215 feet west thereof;

Oberman (43rd Ward)

N. Dayton Street (both sides) from a point 130 feet south of N. Bissell Street to a point 70 feet south thereof.

Referred--PROPOSED ORDINANCES TO PROHIBIT PARKING
OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED
LOCATIONS.

The aldermen named below presented the proposed ordinances to prohibit the parking of vehicles at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
W. Davis (27th Ward)	N. Spaulding Avenue, at Nos. 816-848 (west side: approximately 350 feet north of W. Chicago Avenue to a point 30 feet north thereof, and east side: approximately 350 feet north of W. Chicago Avenue to a point 60 feet north thereof) -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
Natarus (42nd Ward)	W. Division Street (south side) from N. Dearborn Street to the first alley east thereof -- 9:00 P.M. to 9 A.M.

Referred--PROPOSED ORDINANCE TO ESTABLISH "RESIDENT
PERMIT PARKING" ZONE FOR VEHICLES DURING SPECIFIED
HOURS ON PORTION OF S. AUSTIN AVE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to establish a "Resident Permit Parking" zone for vehicles during specified hours on the No. 5300 block of S. Austin Avenue (both sides) from 8:00 A.M. to 6:00 P.M. on Mondays through Fridays; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR INSTALLATION
OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Evans (4th Ward)	S. Blackstone Avenue and E. 49th Street - - "Stop"; E. 50th Place and S. Cornell Avenue -- "Stop"; E. 50th Place and E. East End Avenue -- "Stop";
Beavers (7th Ward)	E. 88th Street and S. Muskegon Avenue - - "Stop"; E. 89th and S. Muskegon Avenue -- "Stop"; E. 90th and S. Muskegon Avenue -- "Stop";
Majerczyk (12th Ward)	W. 43rd Street and S. Wolcott Avenue (east and westbound) -- "Stop";

	W. 43rd and S. Wood Streets (east and westbound) -- "Stop";
Madrzyk (13th Ward)	S. Christiana Avenue and W. 56th Street (north and southbound) -- "Stop";
	W. 65th Street and S. Springfield Avenue (east and westbound) -- "Stop";
Langford (16th Ward)	W. 64th Street and S. Parnell Avenue -- "Stop";
Kellam (18th Ward)	S. Lawndale and W. Columbus Avenues (southbound) -- "No Turn On Red";
	W. 86th Street and S. Kedvale Avenue -- "4-Way Stop";
Sheahan (19th Ward)	W. 107th Street and S. Albany Avenue -- "4-Way Stop";
Stemberk (22nd Ward)	S. Kedzie Avenue from W. 28th Street to the first alley west thereof -- "Diagonal Parking";
	W. 32nd Street and S. Hamlin Avenue -- "4-Way Stop";
Krystyniak (23rd Ward)	S. Harding Avenue and W. 49th Street (southbound) -- "Stop";
	S. Kenneth Avenue and W. 50th Street (northbound) -- "Stop";
	S. Leamington Avenue and W. 48th Street (southbound) -- "Stop";
	S. Leclaire Avenue and W. 49th Street (northbound) -- "Stop";
	S. Leclaire Avenue and W. 50th Street (northbound) -- "Stop";
	S. Laporte Avenue and W. 49th Street (southbound) -- "Stop";
	S. Laporte Avenue and W. 50th Street (southbound) -- "Stop";
	S. Lotus Avenue and W. 52nd Street (southbound) -- "Stop";
	W. 48th Street and S. Springfield Avenue -- "3-Way Stop";
	W. 49th Street and S. Leamington Avenue -- "3-Way Stop";
	W. 52nd Street and S. Linder Avenue (east and westbound) -- "Stop";
	W. 56th Street and S. Springfield Avenue -- "3-Way Stop";

Nardulli (26th Ward)	N. Humboldt Boulevard and W. Wabansia Avenue -- "Stop";
	N. Troy Street and W. Bloomingdale Road (northbound) -- "Stop";
	N. Troy Street and W. Wabansia Avenue (southbound) -- "Stop";
Gabinski (for Mell, 33rd Ward)	N. Springfield Avenue and W. Dickens Street -- "3-Way Stop";
Banks (36th Ward)	W. Schubert and N. Meade Avenues (eastbound) -- "Stop";
	W. Schubert and N. Moody Avenues (eastbound) -- "Stop";
Cullerton (38th Ward)	W. Hutchinson and N. Long Avenues -- "4-Way Stop".

2. ZONING ORDINANCE AMENDMENTS.

Referred--PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below respectively and were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN KRYSTYNIAK (23rd Ward):

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 14-J bounded by

the alley next north of W. 58th Place; a line 60.9 feet east of and parallel to S. Pulaski Road; W. 58th Place; and S. Pulaski Road.

BY ALDERMAN SMITH (28th Ward):

To classify as a B4-3 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 1-J bounded by

W. Walnut Street; N. Homan Avenue; the alley next south of and parallel to W. Walnut Street; and a line 97.34 feet west of and parallel to N. Homan 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 Claims and Liabilities*, as follows:

Alderman

Claimant

Bloom (5th Ward)

Betty Goldberg, Estella Jefferson, Peter R. Kollros;

Majerczyk (12th Ward)

Zita Juskelis, V. Rapala;

Madrzyk (13th Ward)

Ann Panella;

Langford (16th Ward)	Steve Horvath;
Stemberk (22nd Ward)	Hugo Havel;
Nardulli (26th Ward)	J.C. Zachara;
Natarus (42nd Ward)	Ruby Bradshaw;
Oberman (43rd Ward)	Linda J. Canale;
Volini (48th Ward)	William Brown, Betsy Grace, Inez Wilson.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the alderman named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--*PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.

Three proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Title and Trust Company, as trustee, U/T No. 1078225--to maintain and use a portion of the sidewalk adjacent to No. 501 S. Wells Street to be used for the installation of a railroad coach car which would provide additional seating for the adjacent restaurant at the aforesaid location;

Tom Lazarevski--to construct and maintain one sample basin under the sidewalk in front of No. 1316 S. Halsted Street which is to be attached to the building and the City of Chicago sewer lines for the purpose of permitting the Sanitary District twenty-four hour sampling;

Palmer House Company--to maintain and use as now constructed subsurface spaces (two vaults) which connect under the southwest corner of E. Monroe and S. Wabash Avenue adjacent to the building at No. 27 E. Monroe Street to be used for restrooms, offices and storage.

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Chicago Bootleggers to maintain and use an existing canopy attached to the building or structure located at No. 1500 W. Taylor Street.--*Referred to the Committee on Streets and Alleys*.

*Referred--*PROPOSED ORDER FOR PERMISSION TO CLOSE TO TRAFFIC
PORTION OF E. WALDREN DR. FOR CHICAGOFEST 1983.

Also a proposed order to grant permission to Festivals, Inc., c/o Tom Driliias, President, No. 600 E. Grand Avenue, to close to traffic E. Waldren Drive between the southbound Lake Shore Drive and the northbound Lake Shore Drive for ChicagoFest 1983 which will be held at Soldier Field for the period of approximately August 7-25, 1983.--*Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR PERMITS TO CONDUCT SIDEWALK SALE AND ART FAIR AT SPECIFIED LOCATIONS.

Also two proposed orders for issuance of the necessary permits to conduct a sidewalk sale and an art fair at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Chinatown American Legion Post No. 1003, c/o William Y. Fong, No. 324 W. 24th Street--to conduct a sidewalk sale on the south side of W. Cermak Road at S. Wentworth Avenue on Sunday, July 31, 1983;

Loop College, c/o Barbara G. Rizzo, No. 30 E. Lake Street--to conduct their Second Annual Loop College Art Fair on the sidewalks in front of the Loop College (north side of E. Lake Street and west side of N. Wabash Avenue) on Friday, September 30, 1983.

Presented by

ALDERMAN RUSH (2nd Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 28 OF MUNICIPAL CODE CONCERNING "JITNEY" LIVERY SERVICE.

A proposed ordinance to amend Chapter 28, Sections 28-19.1 and 28-19.2 of the Municipal Code of the City of Chicago which would restore the "Jitney" Livery Service to Dr. Martin Luther King, Jr. Drive.--*Referred to the Committee on Municipal Code Revision*.

Presented by

ALDERMAN EVANS (4th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 604 E. 41st Street 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. 604 E. 41st Street 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 Evans the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Nays--None.

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

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT FESTIVAL
AT SPECIFIED LOCATION.

Also a proposed order for issuance of the necessary permits to Holy Angels Church, c/o Father George Clements, No. 607 S. Oakwood Boulevard, to conduct a festival on S. Oakwood Boulevard from E. King Drive to E. Cottage Grove Avenue for the period August 13-14, 1983.--*Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK SALE
AT SPECIFIED LOCATION.

Also a proposed order for issuance of the necessary permits to F. W. Woolworth, c/o Albert Eng, to conduct a sidewalk sale in front of No. 1451 E. 53rd Street for the period of August 25-27, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED RESOLUTION URGING COMMITTEE ON COMMITTEES AND
RULES TO CONDUCT HEARINGS ON NEED FOR ALDERMANIC
CONFERENCE SPACE, ETC.

A proposed resolution urging the Committee on Committees and Rules to conduct hearings on the need for conference space adjacent to the aldermanic offices in Room 209, etc.--*Referred to the Committee on Committees and Rules.*

Presented by

ALDERMAN SAWYER (6th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK SALE
AT SPECIFIED LOCATION.

A proposed order for issuance of the necessary permits to the Eventual Furniture and Appliance Store, c/o Abbas Ashshahee, to conduct a sidewalk sale in front of No. 8000 S. Cottage Grove Avenue for the period of July 29-30, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN SAWYER (6th Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION URGING CHAIRMAN OF COMMITTEE ON
COMMITTEES AND RULES TO EXPLAIN FAILURE TO MONITOR
CITY CLERK COMMITTEE REFERRALS, ETC.

A proposed resolution, presented by Aldermen Sawyer, Rush, Bloom, Beavers, Hutchinson, Streeter, Smith and D. Davis, urging the Chairman of the Committee on Committees and Rules to explain his failure to monitor referrals by the City Clerk, etc.--*Referred to the Committee on Committees and Rules.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

**Gratitude Extended to Deputy Commissioner Robert Marzullo
for Outstanding Past Service to City.**

A proposed resolution reading as follows:

WHEREAS, Deputy Commissioner Robert Marzullo has after 25 years left City Service, We in the City Council wish him well in his future endeavors and thank him for his outstanding service rendered to the City of Chicago.

Alderman Vrdolyak 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 Vrdolyak, seconded by Aldermen Burke, Natarus, Pucinski, Stone, Huels, Henry and Damato, the foregoing proposed resolution was *Adopted*.

Thereupon, Alderman Marzullo expressed sincere gratitude to the members of the City Council for all the gracious remarks expounded for his son.

**Gratitude Extended to John Donovan, Karen Petite and Ed Quigley
for Outstanding Past Service to City.**

Also a proposed resolution reading as follows:

WHEREAS, Former Commissioner of Streets and Sanitation John Donovan, Former Commissioner of Consumer Sales Karen Petite and Former Commissioner of Sewers Ed Quigley are no longer City employees, we in the City Council wish to thank them for Services rendered and wish them well in their future endeavors.

Alderman Vrdolyak 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 Vrdolyak, the foregoing proposed resolution was *Adopted*.

**Referred--PROPOSED ORDINANCE TO GRANT OF PRIVILEGE
IN PUBLIC WAY.**

Also a proposed ordinance to grant permission and authority to Chicago Shortening Corp. to maintain and use as constructed a railroad switch track over and across E. 91st Street near S. Baltimore Avenue.
-Referred to the Committee on Streets and Alleys.

Presented by

ALDERMAN HUELS (11th Ward):

**Congratulations Extended to Dr. Frank Pellegrini on Occasion of His
Twenty-Fifth Anniversary of Community Service.**

A proposed resolution reading as follows:

WHEREAS, This is a resolution in honor of Dr. Frank Pellegrini in celebration of his twenty-fifth anniversary, on September 25, 1983, as choir director and parish organist of the All Saints-Saint Anthony Parish; and

WHEREAS, For eighteen years, Dr. Pellegrini conducted the Little Singers of Saint Anthony Boys Choir; and

WHEREAS, Dr. Pellegrini has been active with the Pueri Cantores and serving as president thereof, and also composing hymns for the Paluch Hymnal; and

WHEREAS, Dr. Pellegrini organized a concert of the L'Infants d' Paris a famous boys choir from France, that visited the Bridgeport community; and

WHEREAS, The Music of Baroque held two concerts in the Bridgeport community at the request of Dr. Pellegrini; and

WHEREAS, Dr. Pellegrini has published several articles pertaining to music in the liturgy and the history of church hymns; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 27th day of July, 1983, do hereby congratulate Dr. Frank Pellegrini on his twenty-fifth anniversary of community service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the honoree.

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*.

***Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.***

Also a proposed order for issuance of the necessary permits to the Morgan Street Council, c/o Lee Holland, to conduct a sidewalk sale on both sides of S. Morgan Street between W. 31st and W. 34th Streets on Sunday, September 11, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN HUELS (11th Ward) and OTHERS:

***Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 104.2
OF MUNICIPAL CODE TO LIMIT OPERATION AND SIZE OF
PUBLIC PLACES OF AMUSEMENT, CLASS II ARCADES.***

A proposed ordinance, presented by Aldermen Huels, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Krystyniak, Henry, Nardulli, W. Davis, Hagopian, Gabinski, Frost, Banks, Damato, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr and Stone to amend Chapter 104.2, Sections 104.2-9 and 104.2-9.1 of the Municipal Code of Chicago to limit the operation and size of public places of amusement, Class II arcades.--*Referred to the Committee on License.*

Presented by

ALDERMAN BURKE (14th Ward):

***Referred--PROPOSED ORDINANCE TO ESTABLISH NEW CHAPTER
26.2 OF MUNICIPAL CODE ENTITLED "LOBBYIST REGISTRATION
AND DISCLOSURE ORDINANCE."***

A proposed ordinance to establish new Chapter 26.2 of the Municipal Code of Chicago, entitled

"Lobbyist Registration and Disclosure Ordinance," which would stipulate guidelines for petitioners of City government in reference to registration and public disclosure of registered lobbyists.--*Referred to the Committee on Finance.*

Referred--PROPOSED RESOLUTION URGING DESIGNATION OF
"SONG OF CHICAGO ALIVE" AS OFFICIAL CHICAGO ANTHEM.

Also a proposed resolution urging that the song entitled "Song of Chicago Alive" authored by Jeff Jacobs be designated as the official Chicago anthem.--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

Presented by

ALDERMAN BRADY (15th Ward):

Drafting of Ordinance Directed for Vacation of
Specified Public Streets.

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of W. 61st Street lying between the east line of S. Western Avenue and the east line of S. Oakley Avenue also S. Claremont Avenue and S. Oakley Avenue lying between the south line of 61st Street and the north line of W. 62nd Street, together with all of the public alleys in the area bounded by W. 61st Street, W. 62nd Street, S. Western Avenue, and S. Oakley Avenue for American Can Company, Sears Roebuck and Company, and the City of Chicago (No. 18-15-83-841); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City of Chicago.

On motion of Alderman Brady, the foregoing proposed order was *Passed.*

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT
SIDEWALK SALE AT SPECIFIED LOCATION.

Also a proposed order for issuance of the necessary permits to Addi's Fashions, c/o Rosemary Brown of the Greater Southwest Council, No. 2805 W. 63rd Street, to conduct a sidewalk sale in front of the aforesaid premises for the period of July 26, 29-30, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BRADY (15th Ward) and ALDERMAN MADRZYK (13th Ward):

Referred--PROPOSED ORDINANCE TO SET PUBLIC HEARING FOR
CREATION OF SPECIAL SERVICE AREA NO. 3, ETC.

A proposed ordinance to set a public hearing for the creation of Special Service Area No. 3 to consider the levy of an annual tax upon the property in the Special Service Area sufficient to produce revenues required to provide special services in the area, and also to establish the Chicago Southwest Business Growth Area Commission, etc.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN STREETER (17th Ward):

*Referred--*PROPOSED ORDERS FOR INSTALLATION OF
BUS PASSENGER SHELTERS.

Two proposed orders for the installation of bus passenger shelters at specified locations, which were *Referred to the Committee on Local Transportation*, as follows:

S. Princeton Avenue (north and southbound) at W. 79th Street;

S. Vincennes Avenue (north and southbound) at W. 79th Street.

*Referred--*PROPOSED RESOLUTION CALLING FOR INVESTIGATION OF
CHICAGO PARK DISTRICT'S PRACTICE OF INSURANCE COVERAGE
REQUIREMENT FOR GROUPS USING FACILITIES.

Also a proposed resolution urging the Committee on Beautification and Recreation to conduct hearings to investigate the Chicago Park District practice of requiring special insurance coverage on the part of groups using these public facilities.--*Referred to the Committee on Beautification and Recreation*.

*Referred--*PROPOSED RESOLUTION, SEEKING PRESIDENTIAL AND FEDERAL
SUPPORT OF OPERATION PUSH'S OUTSTANDING EXCEL PROGRAM.

Also a proposed resolution to memorialize the President of the United States to recognize and support the outstanding deeds of Operation Push's Excel Program, and also to request that the federal authorities conclude the current two-year audit as quickly as possible.

Alderman Streeter moved to Suspend the Rules Temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was *Lost*, by yeas and nays as follows:

*Yeas--*Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Volini, Orr--17.

*Nays--*Alderman Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Banks, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Stone--23.

Thereupon, two committees having been called, the Committee on Intergovernmental Relations and the Committee on Committees and Rules, the proposed resolution was *Referred to the Committee on Committees and Rules*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

Honor Accorded to Joe Martin for His Outstanding Service to
City and Mt. Greenwood Community.

A proposed resolution reading as follows:

WHEREAS, Joe Martin, a Mount Greenwood resident is a dedicated patriotic senior citizen who serves our community well; and

WHEREAS, Joe Martin is a World War II Army Veteran and an active member and Service Officer of the American Legion Post No. 1229; and

WHEREAS, He is the organizer and President of the Citizens Committee to Save Chicago's Last Farm in the Mount Greenwood Community. Through his hard work and determination Mr. Martin was able to achieve his goal of saving the farm; and

WHEREAS, Mr. Martin is organizer and President of the Mount Greenwood Historian Association Limited and acts as Chief Communicator of the 22nd District Senior Citizen Advisory Council sponsored by the Chicago Police Department; and

WHEREAS, Mr. Martin received numerous awards and medals for his extraordinary contributions to our City and community; and

WHEREAS, Mr. Martin is also the author of the only authentic history of the Mt. Greenwood Community which was copyrighted by the United States Library of Congress; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago gathered here this 27th day of July, 1983, do hereby honor Joe Martin, who through his contributions and dedication has made our City and community a better place to live, and extend our best wishes for good health and a long life; and

Be It Further Resolved, That this resolution be spread upon the permanent record of the Journal of the Proceedings of July 27, 1983, as a lasting tribute and that a suitable copy of this resolution be prepared for presentation to Mr. Joe Martin.

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

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

--
***Referred*--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPIES.**

Also a proposed order for issuance of a permit to Beverly Hills Plaza Building Corporation to maintain and use two existing canopies attached to the building or structure located at No. 2200 W. 95th Street.
-Referred to the Committee on Streets and Alleys.

—
Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

***Referred*--PROPOSED ORDINANCE TO ESTABLISH NEW CHAPTER 106.2 OF
MUNICIPAL CODE ENTITLED "AUDIO-VIDEO REPAIR SHOPS."**

A proposed ordinance to establish new chapter 106.2 of the Municipal Code of Chicago, entitled "Audio-Video Repair Shops," which would license and regulate said shops.
--Referred to the Committee on License.

—
***Referred*--PROPOSED ORDER FOR INSTALLATION OF ALLEY LIGHT
AT SPECIFIED LOCATION.**

Also a proposed order to install an alley light in back of the premises located at No. 3740 W. 57th Place.
--Referred to the Committee on Finance.

Presented by

ALDERMAN MARZULLO (25th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.

A proposed order for issuance of the necessary permits to the Pilsen Chamber of Commerce, c/o Mark Tellez, No. 1624 W. 18th Street, to conduct a sidewalk sale on S. Blue Island Avenue from W. 18th to W. 19th Streets for the period of August 4-7, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN W. DAVIS (27th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to amend the ordinance passed by the Chicago City Council on June 28, 1983, C.J. p. 224, granting permission to Exchange National Bank of Chicago, U/T No. 36960, to maintain and use vaulted sidewalk space adjacent to its property at No. 600 W. Fulton Street, by striking "Exchange National Bank of Chicago, as trustee, U/T No. 36960" and inserting in lieu thereof "American National Bank and Trust Company of Chicago as trustee under trust agreement dated February 14, 1983 and known as Trust No. 56881."--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SMITH (28th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 39 OF MUNICIPAL
CODE TO REQUIRE USE OF METAL BOLTS IN BOARDING UP OF
ABANDONED BUILDINGS.

A proposed ordinance to amend Chapter 39, Section 39-13 of the Municipal Code of Chicago by adding a new paragraph therein which would require the use of metal bolts in the boarding up of abandoned buildings.--*Referred to the Committee on Buildings.*

Presented by

ALDERMAN HAGOPIAN (30th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO
MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Jorge Flores to maintain and use an existing canopy attached to the building or structure located at No. 3754 W. Fullerton Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SANTIAGO (31st Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPIES.

A proposed order for issuance of a permit to Livia's Pizzeria to maintain and use two existing canopies

attached to the building or structure located at No. 1121 N. Pulaski Road.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

**Congratulations and Gratitude Extended to City Employee
Claude "Al" Maddox for Outstanding Service in
Aiding Apprehension of Suspect.**

A proposed resolution reading as follows:

WHEREAS, On Monday, July 11, 1983, at 7:45 A.M., City Laborer Claude "Al" Maddox and his fellow employees on Truck No. 10901 observed a young girl being forced to walk alongside a man; and

WHEREAS, Al Maddox and his fellow employees continued to observe this situation until one of the laborers asked the little girl if the man accompanying her was her father. The girl said no and screamed for help, whereupon the man drew a knife and threatened the workers and then took off on a 12 to 14-block run -- which went back and forth across the Kennedy Expressway several times --with Al Maddox in constant pursuit. After what appeared to be the run of his life, Al Maddox caught up with and grabbed the escaping man and pushed him into the hands of police officers who had been called to the scene; and

WHEREAS, Al Maddox, having run far more than a mile, collapsed and was taken to Saint Mary of Nazareth Hospital, where he was discovered to have been completely overcome by heat and exhaustion; and

WHEREAS, It was later discovered that the man who was forcing the little girl to accompany him had just been released from the penitentiary, and had Al Maddox not overlooked his own welfare in helping apprehend the man, a serious crime against this little girl would surely have resulted; and

WHEREAS, Al Maddox has already received a letter of commendation from the Acting 13th District Commander of the Chicago Police Department, as well as recommendation for the Department Award of Appreciation on behalf of the Superintendent of Police; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 27th day of July, 1983, do hereby offer our heartiest congratulations and gratitude to Claude "Al" Maddox, a laborer with the 32nd Ward Bureau of Sanitation, who in placing his civic duty above his own health and welfare helped thwart a possible serious crime and thus became an outstanding citizen of whom the leaders of our great City of Chicago are extremely proud; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Claude "Al" Maddox.

Alderman Gabinski 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 Gabinski, the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Cotter and Company to maintain and use as now constructed a railroad switch track over and across N. Dayton Street near W. Eastman Street.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMISSION TO CLOSE
TO TRAFFIC PORTION OF N. WICKER PARK AV. FOR
FESTIVAL

Also a proposed order to grant permission to the Wicker Park Committee Parade/Festival, c/o Janice Metzger, No. 1956 W. Evergreen Avenue, to close to traffic the 1400 and 1500 blocks of N. Wicker Park Avenue and the 1900 block of W. Schiller Street for the period of July 30-31, 1983 to conduct a festival.--*Referred to the Committee on Traffic Control and Safety.*

Presented for

ALDERMAN MELL (33rd Ward):

*Referred--*PROPOSED ORDERS FOR PERMISSION TO CONDUCT
SIDEWALK SALES AT SPECIFIED LOCATIONS.

Eight proposed orders, presented by Alderman Gabinski, for permission to conduct sidewalk sales at the locations and for the times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Abrue Shoe Store, No. 2100 N. Milwaukee Avenue--for the period of July 28-31, 1983;

Armitage Boutique, c/o Mr. Ortega, No. 2439 W. Armitage Avenue (2)--for the periods of July 21-24, 1983 and July 28-31, 1983;

Boston Department Store, c/o Mel Ashman, No. 2010 N. Milwaukee Avenue (2)--for the periods of July 21-24, 1983 and July 28-31, 1983;

Fin de Siglo Corp., c/o Mr. Delfin Delgado, No. 1416 N. Milwaukee Avenue (2 sidewalk sales in front of No. 3130 W. Armitage Avenue)--for the periods of July 21-24, 1983 and July 28-31, 1983;

M & M Surplus Store, No. 2066 N. Milwaukee Avenue--for the period of July 28-31, 1983.

Presented for

ALDERMAN KOTLARZ (35th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONSTRUCT
AND MAINTAIN CANOPY.

A proposed order for issuance of a permit to L. Fleischman to construct, maintain and use a canopy attached to the building or structure located at No. 3504 N. Elston Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN BANKS (36th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to LaSalle National Bank, U/T No. 31108, to maintain and use an existing canopy attached to the building or structure located at No. 3130 N. Narragansett Avenue.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT STREET FAIR
AT SPECIFIED LOCATION.

Also a proposed order for issuance of the necessary permits to the Belmont-Oak Park Business Association, No. 6716 W. Belmont Avenue, to conduct a street fair on W. Belmont Avenue from N. Normandy to N. Newcastle Avenues for the period of August 4-6, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN DAMATO (37th Ward):

Drafting of Ordinance Directed for Vacation of Specified
Public Street.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the remaining part of W. Walton Street lying between the east line of N. Kilpatrick Avenue and the west line of N. Kenton Avenue for AMCO Corporation and Warp Brothers (No. 3-37-83-839); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Damato the foregoing proposed order was *Passed*.

Presented by

ALDERMAN PUCINSKI (41st Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 25.1 OF
MUNICIPAL CODE CONCERNING PERSONNEL.

A proposed ordinance, presented by Aldermen Pucinski, Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Hansen, McLaughlin, Orbach, Schuler and Stone, to amend Chapter 25.1, Section 25.1-3 (13) of the Municipal Code of Chicago in reference to the relationship between Department Employment Service employees and Career Service employees.--*Referred to the Committee on Administration, Reorganization and Personnel.*

Presented by

ALDERMAN NATARUS (42nd Ward):

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

Three proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Montgomery Ward & Company--to occupy a portion of N. Kingsbury Street enclosed by eight-foot cyclone gates at N. Larrabee, N. Hobbie and W. Oak Streets for security purposes;

161 East Grand Associates--to maintain and use as now constructed a loading dock attached to the east side of the building at No. 161 E. Grand Avenue and located in St. Clair Street north of the east-west public alley;

Oscar Paris--to maintain and use a portion of the sidewalk at the northeast corner of E. Illinois and N. St. Clair Streets, adjacent to the property located at No. 200 E. Illinois Street, for the purpose of selling produce during May through October each year.

*Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.*

Also two proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Pappageorge Haymes--to construct, maintain and use a canopy located at No. 900 N. Franklin Street;

Water Tower Realty Co.--to maintain and use an existing canopy located at No. 149 E. Huron Street.

*Referred--PROPOSED ORDER FOR PERMIT TO INSTALL MARBLE
PYLON ON PORTION OF E. ERIE ST.*

Also a proposed order for issuance of the necessary permits to R. Reef Mid America, No. 875 N. Michigan Avenue, to install marble pylon on E. Erie Street near No. 645 N. Michigan Avenue under certain conditions (beautification project).--*Referred to the Committee on Streets and Alleys.*

*Referred--PROPOSED ORDERS FOR PERMITS TO CONDUCT ART
FAIR AND SIDEWALK SALE AT SPECIFIED LOCATIONS.*

Also two proposed orders for issuance of permits to conduct an art fair and a sidewalk sale, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Gold Coast Association, No. 26 E. Huron Street--to conduct a street art fair on both sides of N. Rush Street between E. Cedar Street and E. Chicago Avenue, on both sides of N. Wabash Avenue between E. Delaware Place and E. Chicago Avenue, on the east side of N. State Street between E. Cedar Street and E. Bellevue Place, on both sides of E. Bellevue Place between N. State Street and 1/2 block east of N. Rush Street, on both sides of E. Cedar Street between N. State Street and 1/2 block east of N. Rush Street, on both sides of E. Oak Street between N. State Street and N. Michigan Avenue, on both sides of E. Walton Street between N. State Street and N. Michigan Avenue, on both sides of E. Delaware Place between 1/2 block east and 1/2 block west of N. Rush Street, on both sides of E. Chestnut Street between 1/4 block west of N. Wabash Avenue and 1/4 block east of N. Rush Street, on both sides of E. Pearson Street between 1/4 block west of N. Wabash Avenue and 1/4 block east of N. Rush Street, and on the north side of E. Chicago Avenue between N. Wabash Avenue and N. Rush Street for the period of August 12-14, 1983;

Standard Photo Supply, c/o Ronald Meyers, President, No. 43 E. Chicago Avenue--to conduct a sidewalk sale on Saturday, August 13, 1983.

Presented by

ALDERMAN NATARUS (42nd Ward) and OTHERS:

*Referred--PROPOSED RESOLUTION URGING CHAIRMAN OF COMMITTEE
ON FINANCE TO TRANSFER ALL SUPPORTING DATA TO
COMMITTEE ON CLAIMS AND LIABILITIES.*

A proposed resolution, presented by Aldermen Natarus and Bloom, urging the Chairman of the Committee on Finance to transfer all supporting data to the Committee on Claims and Liabilities forthwith.

Alderman Natarus moved to Suspend the Rules Temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was *Lost*, by yeas and nays as follows:

Yeas--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--19.

Nays--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone--26.

Thereupon, two committees having been called, the Committee on Finance and the Committee on Committees and Rules, the said proposed resolution was *Referred to the Committee on Committees and Rules*.

Referred--PROPOSED ORDER FOR PERMISSION TO INSTALL HISTORICAL
MONUMENT AND PLAQUE AT SPECIFIED LOCATION.

Also a proposed order, presented by Aldermen Natarus and Oberman, to grant permission to the North Dearborn Association for the installation of a historical monument and plaque on the southeast corner of W. North Boulevard and N. Dearborn Parkway.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Tribute to the Late Oscar Getz.

A proposed resolution reading as follows:

WHEREAS, Oscar Getz, a prominent Chicago distilling magnate, philanthropist and author, was summoned by the Almighty on July 7, 1983, to his final resting place; and

WHEREAS, Oscar Getz, together with Lester Abelson, founded the Chicago-based Barton Brands, Ltd., distillery, an outstanding business entity of our City; and

WHEREAS, Oscar Getz was a great humanitarian in that he sponsored a variety of medical, civic and cultural organizations, including the Rehabilitation Institute of Chicago, the Gastro--Intestinal Research Foundation and was a national trustee of the City of Hope, a director of the World Rehabilitation Fund, Chairman of the Committee of 100 of the Pace Institute, which trained inmates at Cook County Jail, and an outstanding sponsor of the Lyric Opera in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago do hereby extend our deepest sympathy to his wife, Emma, his son, William and their seven grandchildren, and the people of the City of Chicago will always remember Oscar Getz as one of the great philanthropists of our City.

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

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

*Referred--*PROPOSED ORDERS FOR PERMITS TO
MAINTAIN EXISTING CANOPIES.

Also three proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Landmark Theatre Corp., No. 2736 N. Clark Street;

1300 Lake Shore Drive Condominium Association, No. 1300 N. Lake Shore Drive;

1320 North State Cooperative Apartments, Inc., No. 1320 N. State Parkway.

*Referred--*PROPOSED ORDER FOR INSTALLATION OF SIGN/
SIGNBOARD AT SPECIFIED LOCATION.

Also a proposed order for issuance of a sign permit to Acme-Wiley Corporation, No. 2480 Greenleaf Avenue, Elk Grove Village, Illinois, to install a sign/signboard at No. 601 W. Diversey Avenue (Comfort Inn).--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN HANSEN (44th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to Stephen Kriston to maintain and use an existing canopy attached to the building or structure located at No. 1002 W. Diversey Parkway.--*Referred to the Committee on Streets and Alleys*.

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK
SALE AT SPECIFIED LOCATION.

Also a proposed order for issuance of the necessary permits to the Lakeview Central Business Association, c/o Tim Sullivan, No. 3212 N. Broadway to conduct a sidewalk sale on both sides of W. Belmont Avenue from N. Racine Avenue to N. Halsted Street, on both sides of N. Clifton Avenue from W. School Street to W. Belmont Avenue, on both sides of N. Sheffield Avenue from W. School Street to W. Belmont Avenue, and on both sides of N. Wilton Avenue from W. School Street to W. Belmont Avenue, etc. for the period of July 29-31, 1983.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN HANSEN (44th Ward), ALDERMAN NATARUS (42nd Ward)
and OTHERS:

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 147 OF
MUNICIPAL CODE CONCERNING LICENSING OF ALCOHOLIC
LIQUOR FOR RETAIL.

A proposed ordinance, presented by Aldermen Hansen, Natarus, Roti, Bloom, Sawyer, Humes, Vrdolyak, Huels, Majerczyk, Streeter, Sheahan, Krystyniak, Marzullo, W. Davis, Santiago, Gabinski, Banks, Cullerton, Pucinski, McLaughlin, Orbach, Schulter and Orr, to amend Chapter 147, Section 147-13 of the Municipal

Code concerning notice to petitioners of public hearings in reference to the licensing of alcoholic liquor for retail.--*Referred to the Committee on License.*

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

Congratulations Extended to Joseph Scala, Emil Pikul and Al Giudice for Their Bravery.

A proposed resolution reading as follows:

WHEREAS, This resolution is in honor of Joseph Scala, Emil Pikul and Al Giudice, who did risk their well being in an act of bravery above and beyond the call of duty; and

WHEREAS, On June 2, 1983, while at a home on North Leamington Avenue, they heard screams coming from the street; and

WHEREAS, They ran from the house and observed a man standing over a woman on the ground a few houses away. They ran in the direction of the woman and the man fled. They pursued the man through back yards, apprehended him and held him for the police; and

WHEREAS, The man apprehended was subsequently identified to be the person responsible for numerous rapes in the City of Chicago. In one of the offenses, to prevent from being identified, the man attempted to murder the victim by cutting her throat. She lived and has since identified the man as her attacker; and

WHEREAS, The apprehension and subsequent police investigation has led the States Attorney's Office of Cook County to obtain a direct indictment in each case; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 27th day, of July, 1983 do hereby congratulate and extend our sincere appreciation to Joseph Scala, Emil Pikul and Al Giudice for this bold courageous act.

Alderman McLaughlin 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 McLaughlin the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF SIGNS/SIGNBOARDS
AT SPECIFIED LOCATIONS.

Also two proposed orders for installation of signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

Sign permit issued to GRC Structures, Ltd., No. 1357 W. 105th Street--for the premises at No. 5420 N. Northwest Highway (Sterling/Kay-El);

Sign permit issued to GRC Structures, Ltd., No. 1357 W. 105th Street--for premises at Nos. 5054-5056 W. Lawrence Avenue (Busch's Bar).

Presented by

ALDERMAN SCHULTER (47th Ward):

August 7, 1983 Declared "Society of Danube Swabians Day."

A proposed resolution reading as follows:

WHEREAS, The Society of Danube Swabians, Inc. was organized for the maintenance of cultural traits and the promotion of social, economic and citizenship activities; and

WHEREAS, The Society of Danube Swabians has a membership of more than 5,000 in the Chicago metropolitan area whose origins are the countries of Southeastern Europe; and

WHEREAS, Having established their home in Chicago, these citizens are dedicated to community welfare and civic activity while valuing the traditions, music, songs, games and sports of their mother countries; and

WHEREAS, Members of the Society will gather at the American Aid Society Old Peoples' Home at Lake Villa, Illinois, August 7, 1983 to spend the day in friendly enjoyment; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 27th day of July, 1983, do hereby declare August 7, 1983, as "Society of Danube Swabians Day" and urge all citizens to take cognizance of the special events arranged for this festive time; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Society of Danube Swabians, Inc.

Alderman Schulte 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 Schulte the foregoing proposed resolution was *Adopted*.

Presented by

ALDERWOMAN VOLINI (48th Ward):

Tribute to Late Kathleen Dunn Brand.

A proposed resolution reading as follows:

WHEREAS, Kathleen (Kit) Dunn Brand served her Uptown community and the City of Chicago with dedication and deep concern; and

WHEREAS, Kit Brand cared for the poor, the oppressed, the disenfranchised of the City; and

WHEREAS, Kit Brand and her husband, Tom, encouraged that same dedication and devotion in their five children, Julianne, Constance, Ellen, Christopher, and Laurence; and

WHEREAS, Kit Brand was a founding member of the North Side Community Federal Credit Union, the Uptown People's Food Co-Op, and was president of the Hull House Employees Union and instrumental in its affiliation with the United Auto Workers District 65; and

WHEREAS, As head kindergarten teacher at Hull House in Uptown and a teacher's aide at Stockton School, Kit Brand touched and influenced the lives of many young people; and

WHEREAS, Kit Brand, a protege of the late Saul Alinsky, worked with him in the Back of the Yards Council; and

WHEREAS, As a social worker for Catholic Charities, Kit Brand was involved with the Woodlawn Latin American Committee; and

WHEREAS, Kit Brand, even in her terminal fight with cancer, carried on her community and political activities with enthusiasm and dedication; now, therefore,

Be It Resolved, That the Mayor and Members of the Chicago City Council in meeting this 27th day of July, 1983, do hereby honor the memory of Kathleen Dunn Brand, a leader in her Uptown community and an influence for good in her neighborhood and in the City.

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

On motion of Alderwoman Volini, the foregoing proposed resolution was *Adopted*, by a rising vote.

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL
AT SPECIFIED LOCATION.

Also a proposed order for issuance of a permit to Tony Di Martino/Uptown Chamber of Commerce to conduct a street carnival on W. Winona Avenue (No. 1000 block) between N. Sheridan Road and N. Kenmore Avenue for the period of August 17-21, 1983.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN ORR (49th Ward):

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE
COUNTRY FAIR AND ART SHOW AT SPECIFIED LOCATION.

A proposed order to grant permission to Cultural Awareness Council, c/o Russell Gam, No. 4144 N. Oleander Avenue, to conduct a sidewalk sale country fair and art show on N. Sheridan Road from No. 6419 to the 'L' structure (approximately No. 6519) on Saturday, October 1, 1983.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN STONE (50th Ward):

Congratulations Extended to Mr. and Mrs. John Purdy on Occasion
of Their Sixtieth Wedding Anniversary.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. John Purdy, were married on July 23, 1923, and on July 23, 1983, they celebrated sixty (60) years of wedded bliss; and

WHEREAS, Mr. and Mrs. John Purdy, both born and reared in Chicago and lived in the Ravenswood area of City of Chicago for more than 55 years and now reside in the Schneider Senior Citizen Building at 1750 West Peterson Avenue; and

WHEREAS, Mr. and Mrs. John Purdy have had three-children, the late John Jr., Mary Stanton of Edgebrook, and Peter Thomas Purdy of Budlong Woods, grandparents of thirteen grandchildren and great grandparents of 3; and

WHEREAS, John Purdy Sr. served his country in World War I in France, his son, John Jr., died in the Battle of the Bulge in World War II; and

WHEREAS, Mr. and Mrs. Purdy have been active in religious, philanthropic and community affairs; now, therefore,

Be It Resolved, That we the Mayor and Members of the City Council of the City of Chicago gathered here this 27th day of July, 1983, do hereby offer our heartiest congratulations to Mr. and Mrs. John Purdy on this sixtieth anniversary of marital bliss, as well as our best wishes to them for many more years together of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. John Purdy.

Alderman Stone 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 Stone the foregoing proposed resolution was *Adopted*.

—
*Referred--*PROPOSED RESOLUTION TO PETITION SOVIET UNION TO GRANT
EXIT VISA TO BERTA SHAKHOVSKAYA AND HER FAMILY.

Also a proposed resolution to petition the Soviet Union to grant an exit visa to Berta Shakhovskaya and her family from the Union of Soviet Socialist Republic.--*Referred to the Committee on Intergovernmental Relations*.

—
5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permit:

BY ALDERMAN KELLEY (20th Ward):

Church of Good Shepherd, No. 5700 S. Prairie Avenue--for the construction of an elderly housing project on the premises known as No. 55 E. Garfield Boulevard.

License Fee Exemptions:

BY ALDERMAN RUSH (2nd Ward):

Horizon House Head Start Center, No. 3542 S. State Street.

BY ALDERMAN SAWYER (6th Ward):

New Concept Development Center, No. 7526 S. Cottage Grove Avenue.

BY ALDERMAN FROST (34th Ward):

Roseland Community Hospital Association, No. 45 W. 111th Street.

BY ALDERMAN STONE (50th Ward):

The Ark, No. 2341 W. Devon Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, sundry locations--boiler, fuel burning, elevator and fire inspections (3).

BY ALDERMAN NARDULLI (26th Ward):

Inner City Impact, No. 2704 W. North Avenue -- building, elevator and mechanical ventilation inspections (3).

BY ALDERMAN HAGOPIAN (30th Ward):

Cortland Manor, No. 1900 N. Karlov Avenue--elevator inspection.

BY ALDERMAN PUCINSKI (31st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue--fire and mechanical ventilation inspections (2).

BY ALDERMAN NATARUS (42nd Ward):

Illinois College of Podiatric Medicine, No. 1001 N. Dearborn Street--sign inspection.

BY ALDERWOMAN VOLINI (48th Ward):

Self Help Home for the Aged, No. 908 W. Argyle Street--elevator and refrigerator inspections (2).

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, No. 6300 N. California Avenue--fire alarm inspection.

Water Rate Exemption:

BY ALDERMAN STONE (50th Ward):

Heart of Mercy Village, No. 6300 N. Ridge Avenue.

Refund of Fee:

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, No. 6300 N. California Avenue--for the installation of signs at N. California Avenue from W. Rosemont Avenue to a point 140 feet north thereof in the amount of \$120.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (July 13, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, July 13, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Madrzyk moved to *Correct* the said printed Official Journal as follows:

"Motion to correct the Journal of Proceedings of Wednesday, July 13, 1983, by striking specified language appearing on Council Journal, page 652, in the second (2nd) line thereof as follows: "Planning and Housing"; and inserting in lieu thereof as follows, the words: "Housing and Neighborhood Development."

The motion *Prevailed*.

Thereupon, Alderman Vrdolyak moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**Corporation Counsel Ordered to File Appeal
in U.S. District Court Regarding
the Case of
*Robinson et al. -vs- Conlisk et al.***

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of July 13, 1983 page 649, recommending that the City Council adopt a proposed resolution ordering the Corporation Counsel to file an appeal in the matter of *Robinson et al. -vs- Conlisk et al.*

Alderman Frost made the following motion:

"I move to refer the Resolution ordering the Corporation Counsel to file a notice of appeal in the matter of Robinson et al. v. Conlisk, No. 70 C 2220 to the Committee on Claims and Liabilities for further hearings."

Alderman Burke moved to *Lay the Motion on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuller, Stone--26.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

Alderman Frost then introduced the following amendment:

"Resolved that the Resolution ordering the Corporation Counsel to file a notice of appeal in the matter of Robinson et al. v. Conlisk, No. 70 C 2220 be amended by striking the words "is ordered to appeal" as it appears in the Resolved clause and inserting the words "not to appeal".

Alderman Burke moved to *Lay the Amendment on the Table*.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuller, Stone--26.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--19.

Alderman Frost then presented the following substitute order:

Ordered, that the City Comptroller is ordered and directed to pay the sum of \$593,705.33 plus 11% interest and \$750.00 in costs in the matter of Robinson et al. v. Conlisk, No. 70 C 2220.

Alderman Burke moved to *Lay the substitute order on the Table*.

The motion *Prevailed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--26.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

Thereupon, on motion of Alderman Burke the said proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Banks, Damato, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--26.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

The following is said resolution as adopted:

WHEREAS, A final order granting a permanent injunction and money damages was entered June 30, 1983, in the matter entitled, *Robinson et al. v. Conlisk et al.*, No. 70 C 2220, in the United States District Court for the Northern District of Illinois; and

WHEREAS, As a result of the final order in the above-entitled cause, there are many important legal questions concerning the liabilities and duties of the Chicago Police Department and the City of Chicago which demand clarification through the appellate process; and

WHEREAS, The final order in the above-entitled cause requires the City of Chicago to pay to the plaintiffs the sum of \$593,705.35, plus 11% interest and \$250.00 in costs; now, therefore,

Be It Resolved, That the Corporation Counsel of the City of Chicago be and hereby is ordered to file a notice of appeal in the matter of *Robinson, et al. v. Conlisk, et al.*, No. 70 C 2220, in the United States District Court for the Northern District of Illinois in the time provided by law and to perfect our appeal in the United States Court of Appeals for the Seventh Circuit as provided by law.

Vacation of Portion of W. 64th St. Authorized.

On motion of Alderman Cullerton the City Council took up for consideration the report of the Committee on Streets and Alleys deferred and published in the Journal of the Proceedings of March 30, 1982 pp. 10206-10208 recommending that the City Council pass a proposed ordinance authorizing the vacation of a portion of W. 64th Street for Peoples Gas, Light and Coke Company.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--45.

Nays--Alderman Burke--1.

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 served 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 W. 64th Street lying south of the south line of Lot 2 in Block 9; lying north of the north line of Lot 2 in Block 9 to a point on the north line of lot 2 in block 10 lying west of a line drawn from the southeast corner of Lot 2 in Block 10 which is 8.37 feet west of the northeast corner of said Lot 2; and lying easterly of a curved line convex to the west, having a radius of 45.0 feet and running southwardly, an arc distance of 74.09 feet from a point on the south line of Lot 2 in Block 9 which is 61.19 feet west of the southeast corner of said Lot 2 to a point on the north line of Lot 2 in Block 10 which is 69.56 feet west of the northeast corner of said Lot 2 all in

Skinner and Judd's Subdivision of the N.E. 1/4 of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian;

also

all that part of W. 64th Street as dedicated by Plat of Dedication and recorded January 20, 1964, in the Office of the Recorder of Deeds, in Cook County, Illinois, as Document No. 19026266, and described as follows:

A part of Lot 2 in Block 9 in Skinner and Judd's Subdivision of the N.E. 1/4 of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, said part of Lot 2 being bounded and described as follows:

Beginning at the southeast corner of said Lot 2 and running thence west along the south line of said Lot 2 a distance of 61.19 feet; thence eastwardly along the arc of a circle, convex to the north having a radius of 45.0 feet and being at its mid-point a distance of 12.0 feet north from said south lot line, a total arc distance of 67.28 feet to the point of beginning;

Also a part of Lot 2 in Block 10 in Skinner and Judd's Subdivision of the N.E. 1/4 of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, Said part of Lot 2 being bounded and described as follows:

Beginning on the north line of said Lot 2 at a point which is 8.37 feet west from the northeast corner of said Lot 2 and running thence west along said north lot line a distance of 61.19 feet; thence eastwardly along the arc of a circle, convex to the south, having a radius of 45.0 feet and being at its mid point a distance of 12.0 feet south from said north lot line, a total arc distance of 67.28 feet to the point of beginning;

said part of public street herein vacated being further described as all that part of W. 54th Street lying between a line 154.6 feet west of the west line of S. State Street and the easterly line of vacated W. 64th Street between S. Perry Avenue and S. State Street as colored in red and indicated by the words "to be vacated" on the drawing hereto attached, which drawing, for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago reserves 33 feet on either side of the center line of that part of W. 64th Street herein vacated as a right of way for existing water and sewer mains and appurtenances thereto, and for the installation of any additional water and sewer mains or other municipally-owned service facilities now located or which in the future may be located in that part of W. 64th Street herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other

use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the PEOPLES GAS LIGHT AND COKE COMPANY shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Six Thousand Four Hundred and no/100 Dollars (\$6,400.00), 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 constructing sidewalk and curb at the east terminus of that part of W. 64th Street hereby vacated, similar to the sidewalk and curb in W. 64th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the PEOPLES GAS LIGHT AND COKE COMPANY shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

MISCELLANEOUS BUSINESS.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the twenty-seventh (27th) day of July, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the tenth (10th) day of August, 1983, 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.

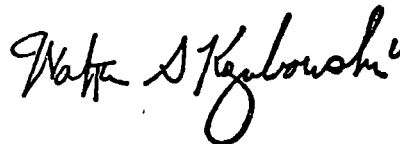
On motion of Alderman Burke the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schutter, 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 Wednesday, August 10, 1983 at 10:00 A.M., in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.