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COPY

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

Regular Meeting—Wednesday, September 28, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent--None.

Call to Order.

On Wednesday, September 28, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Quorum present.

Invocation.

Reverend (Dr.) Johnnie Coleman, Christ Universal Temple, opened the meeting with prayer.

Tribute to Late Emmett Dedmon.

Honorable Harold Washington, Mayor, on behalf of himself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, Chicago is rightfully proud of its long tradition of nurturing bold, and incisive print journalists; and

WHEREAS, Emmett Dedmon embodied the ideals and the spirit of a quintessential Chicago journalist and devoted his time, great effort and enthusiasm to the newspapers he served; and

WHEREAS, Emmett Dedmon's career as a Chicago newsman, critic and executive spanned 38 years; and

WHEREAS, Under his direction and guidance, the Chicago Sun-Times grew to be a newspaper of national stature, with thoughtful, analytical and socially conscious reporting of the city's, and the nation's, problems and opportunities; and

WHEREAS, Emmett Dedmon's dedication to the pursuit of truth and excellence brought him, and the Sun-Times, to be forceful voices on the major issues of the turbulent 1960's; and

WHEREAS, His dedication carried beyond the boundries of the city desk, to the city at large, evidenced by his many civic and charitable services, as president of the YMCA of Metropolitan Chicago, trustee of the Pullman Educational Foundation, the American Public Service Institute, director of the United Way, and member of the Pulitzer Prize selection committee; and

WHEREAS, Emmett Dedmon was awarded the Alumni Service Medal in 1983 by his alma mater, the University of Chicago, for his 20-year service as national chairman of its alumni fund; and

WHEREAS, Emmett Dedmon, a native Midwesterner, born in Auburn, Nebraska, served his country faithfully as a pilot in the Army Air Corps during World War II; and

WHEREAS, As a trustee of the Chicago Historical Society and the Newberry Library, and as author of "Fabulous Chicago," a history of this great City, Emmett Dedmon had a deep understanding of Chicago's past and present, and an ardent and deeply ingrained commitment to its future; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and Members of the City Council assembled this 28th day of September, 1983, express our incomparable sense of grief and loss with the death of one of Chicago's finest journalists, Emmett Dedmon; and

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

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

On motion of Alderman Oberman (seconded by Aldermen Pucinski and Natarus) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Congratulations Extended Chicago White Sox on Divisional Championship.

Honorable Harold Washington, Mayor, on behalf of himself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, The Chicago White Sox, on Saturday, September 17, 1983, with a dramatic 4 to 3 victory over the Seattle Mariners before 45,646 fans at Comiskey Park and a television and radio audience in the hundreds of thousands, became the official American League West Division Major League baseball champions; and

WHEREAS, With their triumph, the White Sox ended the 20-year quest by Chicago's knowledgeable and dedicated sports fans for a major professional sport championship; and

WHEREAS, With the end of the regular baseball season on October 2, the White Sox will begin a five game playoff series with the American League East Division Champions, the Baltimore Orioles, to decide the 1983 American League pennant, and the winner will advance to the great Fall Classic, the World Series; and

WHEREAS, Led by manager Tony LaRussa, the 1983 Chicago White Sox are a well-balanced team of veteran and young ballplayers whose style of play is reflected in their speed, depth, pitching, defense and power at the plate, and whose heart is reflected in their steady, savvy, and daring play; and

WHEREAS, The Chicago White Sox, while enroute to an early and insurmountable won-loss margin over the division's second place team, set a club and city single season attendance record of 2,132,821; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council gathered for a meeting this 28th day of September, 1983, hereby offer our hearty congratulations to the Chicago White Sox players, coaches, management and owners for their winning play and season that has culminated in a divisional championship; and

Be It Further Resolved, That we express our deep gratitude, thanks and admiration to the Chicago

White Sox for providing our great City with a long-sought championship and a memorable season of outstanding play and entertainment; and

Be It Further Resolved, That the Chicago White Sox have our best wishes and those of all Chicago citizens as they prepare to meet the Baltimore Orioles for the coveted American League pennant, which was last won by the White Sox in 1959; and

Be It Further Resolved, That a copy of this resolution be suitably prepared and forwarded to the owners of the Chicago White Sox, whose faith, dedication and determination have brought our Major League City a prized championship team and season.

Alderman Sawyer 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 Sawyer (seconded by Aldermen Huels, Mell and Frost) the foregoing proposed resolution was *Adopted,* unanimously.

Reverend H. B. Brady Honored for 50 Years as Pastor of Christian Hope Missionary Baptist Church.

Honorable Harold Washington, Mayor, on behalf of himself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, Reverend H. B. Brady is celebrating his Golden Anniversary as Pastor of the Christian Hope Missionary Baptist Church; and

WHEREAS, Rev. Brady accepted the call to become Pastor of the Christian Hope Missionary Baptist Church in 1933, and over the past five decades has sponsored its continual growth to the location at 7559 S. Aberdeen Street on Chicago's great South Side; and

WHEREAS, Known throughout the Christian community as an outstanding civic as well as spiritual leader, Rev. H. B. Brady has involved himself many times in the economic welfare of his community, helping to organize youth groups, a food mart, self-sustaining farming communities, schools, residential buildings for the deprived, and several businesses. One of his church's more recent enterprises has been a Flea Market located at 8357 S. Halsted Street in the heart of Rev. Brady's beloved community; and

WHEREAS, The leaders of our great City of Chicago are justly aware and proud of the spiritual and civic accomplishments of this great religious leader; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered here this 28th Day of September, 1983, A.D., do hereby declare October to be "Rev. H. B. Brady Month" throughout Chicago and in doing so, duly honor this great spiritual and community leader and celebrate with him his 50 years as Pastor of the Christian Hope Missionary Baptist Church; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rev. H. B. Brady.

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

Alderman Streeter then introduced Reverend H. B. Brady and members of his congregation.

They were warmly applauded by the members of the City Council and assembled guests.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--MAYOR'S APPOINTMENT OF HAROLD WASHINGTON, AS COMMISSIONER OF THE PUBLIC BUILDING COMMISSION.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 28, 1983.

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

LADIES AND GENTLEMEN--I appoint Harold Washington as a Commissioner of the Public Building Commission of Chicago to fill a vacancy in a term ending September 30, 1986.

Your favorable consideration of this appointment will be appreciated.

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

Alderman Frost moved to Suspend the Rules Temporarily for the immediate consideration of and action upon the foregoing proposed appointment. The motion was *Lost,* by yeas and nays as follows:

Yeas--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

Nays--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--28.

Thereupon, two committees having been called, the Committee on Finance and the Committee on Zoning, the said proposed appointment was *Referred to the Committee on Committees and Rules.*

Referred--MAYOR'S APPOINTMENT OF BRENDA GAINES AS COMMISSIONER OF DEPT. OF HOUSING.

Honorable Harold Washington, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 28, 1983.

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

LADIES AND GENTLEMEN--I have appointed Brenda Gaines as Commissioner of the Department of Housing for the City of Chicago.

I respectfully request your approval of this appointment.

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 185.1 OF MUNICIPAL CODE CONCERNING SEWER SERVICE CHARGES.

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

September 28, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith, at the request of the Acting Commissioner of the Department of Sewers, an ordinance amending Chapter 185.1 of the Municipal Code of the City of Chicago by adding a new Section 185.1-1, renumbering the existing Sections 185.1-1 through 185.1-5 in proper numerical sequence and adding new Sections 185.1-7 through 185.1-9.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF AGREEMENT BETWEEN CITY AND C.T.A. CONCERNING DEARBORN 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

September 28, 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 authorizing the Mayor, on behalf of the City of Chicago, to enter into and execute an agreement with the Chicago Transit Authority to provide the City with consulting services to assure compliance with the CTA's design criteria and functional requirements for the Dearborn Street Subway Renovation Program. Actual construction will be performed by the City with funds from the Urban Mass Transportation Administration and the Illinois Department of Transportation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF AGREEMENT BETWEEN CITY AND C.T.A. CONCERNING LOOP ELEVATED REHABILITATION 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

September 28, 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 authorizing the Mayor, on behalf of the City of Chicago, to enter into and execute an amendment to an agreement with the Chicago Transit Authority increasing the sum being paid the City by the CTA for design and engineering services in conjunction with the Loop Elevated Rehabilitation Project. The amendment increases the amount payable to the City from $550,000.00 to $600,000.00.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF AGREEMENT BETWEEN CITY AND C.T.A. 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

September 28, 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 authorizing the Mayor, on behalf of the City of Chicago, to enter into and execute an agreement with the Chicago Transit Authority to provide the City with consulting services to assure compliance with the CTA's design criteria and functional requirements for the State Street Subway Renovation Program. Actual construction will be performed by the City with funds from the Urban Mass Transportation Administration and the Illinois Department of Transportation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF AGREEMENT BETEEN CITY AND CHICAGO URBAN TRANSPORTATION DISTRICT CONCERNING CHICAGO/STATE AND ROOSEVELT/ STATE SUBWAY STATIONS.

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

September 28, 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 authorizing the Mayor on behalf of the City of Chicago to enter into and execute an Agreement with the Chicago Urban Transportation District to receive a total of $3,200,000.00 from the District for renovation of the Chicago/State and Roosevelt/State Subway stations.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE A LOAN AND SECURITY AGREEMENT FOR ALLIED METAL DOOR, 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

September 28, 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 Acting Commissioner of Economic Development to enter into and execute on behalf of the City of Chicago, a Loan and Security Agreement by which the City will loan $230,500.00 to Allied Metal Door, Inc. to assist in the acquisition and development of real estate as part of its business expansion program. The City's loan funds will be provided from the Section 108 Demonstration Loan Program of the United States Department of Housing and Urban Development. The project will retain 40 jobs and is expected to create 10 new permanent jobs.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF $95,000,000 OF CITY OF CHICAGO WATER REVENUE BONDS.

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

September 18, 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 Water and the Acting City Comptroller, I transmit herewith an ordinance authorizing the issuance of $95,000,000 of City of Chicago Water Revenue Bonds for the purposes of paying the City's Interim Water Notes issued in 1977 and 1979 and financing the costs of certain capital improvements of the Chicago Water System.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE AGENCY AND PARTICIPATION AGREEMENT BETWEEN STATE AND CITY FOR AIRPORT 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

September 28, 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 agency and participation agreement between the City of Chicago and the State of Illinois for airport improvements at Chicago Midway Airport.

Your favorable consideration of this matter will be greatly appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE AMENDED AGENCY AND PARTICIPATION AGREEMENT BETWEEN STATE AND CITY FOR AIRPORT 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

September 28, 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 amended agency and participation agreement between the City of Chicago and the State of Illinois for airport improvements at Chicago Midway Airport.

Your favorable consideration of this matter will be greatly appreciated.

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

Referred--TWO PROPOSED ORDINANCES TO APPROVE DESIGNATION AND REDEVELOPMENT PLAN FOR BELMONT-SHEFFIELD BLIGHTED COMMERCIAL 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

September 28, 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 two ordinances, approving the designation and Redevelopment Plan for the Belmont-Sheffield Blighted Commercial Area.

Also enclosed are certified copies of the Resolutions adopted by the Commercial District Development Commission at the meetings on July 26, 1983, and August 23, 1983, authorizing the Commissioner to request City Council approval of the ordinances referred to above.

Your favorable consideration of these ordinances will be appreciated.

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

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF PARCEL R-2 IN COMMERCIAL DISTRICT DEVELOPMENT PROJECT CLYBOURN-OGDEN.

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

September 28, 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 approving the sale of Parcel R-2 (South) in Commercial District Development Project Clybourn-Ogden to the Public Building Commission.

Also enclosed are certified copies of the resolution adopted by the Commerical District Development Commission at a 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 M-7 IN COMMERCIAL DISTRICT DEVELOPMENT PROJECT ROOSEVELT-HALSTED.

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

September 28, 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 approving the sale of Parcel M-7 in Commercial District Development Project Roosevelt-Halsted to Brookind Corporation.

Also enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on July 26, 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.

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:

"UNITED WAY/CRUSADE OF MERCY WEEK IN CHICAGO":
Week of September 12, 1983;

"FAITH TABERNACLE BAPTIST CHURCH DAY IN CHICAGO":
September 17, 1983;

"CONSTITUTION WEEK IN CHICAGO":
September 17, thru September 23, 1983;

"CHARLES HUNT DAY IN CHICAGO":
"September 18, 1983;

"THE CONCERNED YOUNG ADULTS DAY IN CHICAGO":
"September 23, 1983;

"McDONALD'S SOCK HOP DAY IN CHICAGO":
September 23, 1983;

"AVON WOMEN'S RUNNING DAY IN CHICAGO":
September 24, 1983;

"LEVI L. ROSE DAY":
September 24, 1983;

"ADULT DAY CARE WEEK IN CHICAGO":
September 25 - October 1, 1983;

"CITIZENS' SCHOOL COMMITTEE MONTH IN CHICAGO":
Month of October, 1983;

"KOREAN ARMED FORCES DAY IN CHICAGO":
October 1, 1983;

"NATIONAL EMPLOY THE HANDICAPPED WEEK IN CHICAGO":
October 2-8, 1983;

"INKLINGS WEEK IN CHICAGO":
October 3-9, 1983;

"HISPANIC UNITY WEEK IN CHICAGO":
October 9 thru 12, 1983;

"LUPUS WEEK IN CHICAGO":
October 16-23, 1983;

"CHICAGO DANCE ARTS COALITION WEEK IN CHICAGO":
"October 17-23, 1983;

"THE GREATER UNION MISSIONARY BAPTIST CHURCH WEEK IN CHICAGO:"
October 17-24, 1983;

"DR. HEZEKIAH B. BRADY DAY IN CHICAGO":
October 21, 1983;

"ARBITRATION DAY IN CHICAGO":
October 26, 1983;

"UNICEF DAY IN CHICAGO":
October 31, 1983;

"UNITED NEGRO COLLEGE FUND DAY IN CHICAGO":
December 30, 1983;

"EXCEPTIONAL CHILDREN'S WEEK IN CHICAGO":
"May 6-12, 1983;

Acceptances and Bond under Ordinances.

Also acceptances and bonds under ordinances as follows:

Aetna Plywood, Inc.: Acceptance and bond under an ordinance passed on July 27, 1983 (railroad switch track); filed on September 15, 1983;

First Wilkow Venture: Acceptance and bond under an ordinance passed on July 27, 1983 (conduit); filed on September 15, 1983;

Loyola University of Chicago: Acceptance and bond under an ordinance passed on June 28, 1983 (conduit); filed on September 15, 1983;

C. Philip Smiley: Acceptance and bond under an ordinance passed on June 28, 1983 (loading dock); filed on September 15, 1983;

University of Chicago: Acceptance and bond under an ordinance passed on June 28, 1983 (pedestrian tunnel); filed on September 15, 1983.

CITY CLERK 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 September 14, 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 September 23, 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 September 14, 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 September 23, 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 September 15, 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 September 23, 1983, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on September 15, 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 September 23, 1983.

Filing of Certified Copies of Ordinances with County Clerk of Cook County.

The City Clerk further informed the City Council that he filed with the County Clerk of Cook County on the dates noted, ordinances passed by the City Council on August 10 and September 15, 1983, respectively:

Tax Levy on Real Estate authorized for Special Service Area No. 1 (State Street Mall) for Year beginning January 1, 1984;

Filed with the County Clerk of Cook County on September 14, 1983;

Ordinance granting authority for Levy of Taxes in Special Service Area No. 2 for the Year 1984;

Filed with the County Clerk of Cook County on September 20, 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:

Zoning Reclassification of Particular Areas.

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:

Bank of Ravenswood, U/T No. 25-5132--to classify as an M1-2 Restricted Manufacturing District instead of a B4-2 Restricted Service District the area shown on Map No. 9-G bounded by

a line 100 feet north of and parallel to W. Belmont Avenue; a line 62 feet east of and parallel to N. Racine Avenue; W. Belmont Avenue; and N. Racine Avenue;

Ralph DiSilvestro--to classify as an R4 General Residence District instead of a B4-1 Restricted Service the area shown on Map No. 9-L bounded by

the alley next north of and parallel to W. Addison Street; a line 65 feet east of and parallel to N. Laramie Avenue; W. Addison Street; and N. Laramie Avenue;

Gerd Moeller--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 18-J bounded by

the alley next north of and parallel to W. 79th Street; S. Lawndale Avenue; W. 79th Street; and a line 125 feet 9 inches west of S. Lawndale Avenue;

Fred H. Ozer Automobiles, Ltd.--to classify as a C3-5 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

the alley next north of and parallel to W. Huron Street; N. Sedgwick Street; W. Huron Street; and a line 48 feet west of and parallel to N. Sedgwick Street.

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:

Abrew Dilan, Aetna Personal Financial Security Division as subrogee of Martha Wilson, Alvarez Albino, Allstate Ins. Co. (2) Sarah Khan and Ruth Wilkerson;

Banks Rosa L., Bates Essex, Bonkowski Kathy, Bowman Carol, Brown Norma A.;

Cushing Matthew;

Economy Fire and Cas. Co. as subrogee of Scott Hodlmair;

Ferrandino Donald, Fireman's Fund Ins. Co. as subrogee of Meredith Jean O'Connor, 1411 State Parkway Condominium Assn.;

Garcia Juan M., Garrett Gary, Gregels Gerard;

Hardmon Mary E.;

Industrial Fire and Cas. Co. as subrogee of Sandria M. Slaughter;

Johnson Joe, Jones Sarah R.;

Lane Mary L., Larson Eric, Lesniak Thaddeus, Lindahl Brothers Inc.;

O'Connell Richard M., O'Neil Charles R.;

Papatola Paul, Peoples Gas Light and Coke Co.;

Ringo Juanita, Roman Israel;

State Farm Mut. Ins. Co. (2) Hilliard Blank and Donald Schnoor, Steward Diane, Strada Frank;

The Travelers Cos. as subrogee of Roosevelt Cannon;

Utley Chrystal M. C.;

Williams Thaddeus B., Wlezien Irene, Wodzisz Joseph E. Zografos P.

Referred--BIDS FOR SALE OF BOARD OF EDUCATION PROPERTY.

The City Clerk transmitted a communication from Walter K. Knorr, Acting City Comptroller, under date of August 30, 1983, which reads as follows:

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at Lucy Fitch Perkins School, No. 6918 W. Strong Street, Chicago, Illinois, which was authorized by ordinance passed for the Board of Education.

On motion of Alderman Banks, the bids submitted with the foregoing communication were ordered opened and read and were then *Referred to the Committee on Land Acquisition and Disposition.*

The following is a summary of said bids:

No. 6918 W. Strong St.
(Lucy Fitch Perkins School).

Cragin Service Corporation, 5200 W. Fullerton Avenue, Chicago, Illinois 60639: Amount bid $851,000.00, deposit check $85,100.00 (cashier's check);

Cahill Builders, Inc., 6041 W. Montrose Avenue, Chicago, Illinois 60634: Amount bid $801,000.00, deposit check $80,100.00 (certified check).

Certification as to Amount of Assessments for New Street Improvement Program at Specified Locations.

Also communications from Lester S. Dickinson, Acting Commissioner of Streets and Sanitation, addressed to the City Clerk under date of September 19, 1983, transmitting certified copies of amounts of assessments for new Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code.--*Placed on File.*

Settlements and Suits with Entries of Judgments Against City.

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on September 21, 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 July, 1983.--*Referred to the Committee on Claims and Liabilities.*

Referred--REQUEST BY CHICAGO TITLE AND TRUST CO. TO ANNEX SPECIFIED LAND TO CITY OF CHICAGO.

Also a communication from the Department of Law transmitting an ordinance with plat and a petition from the Chicago Title and Trust Company requesting that the City annex a specified parcel of land in unincorporated territory contiguous to the City of Chicago.--*Referred to the Committee on Land Acquisition and Disposition.*

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Approval Given to Mayor's Appointment of Mr. Walter K. Knorr as City Comptroller of the City of Chicago.

The Committee on Finance submitted the following report:

CHICAGO, September 26, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication recommending the approval of the appointment of Walter K. Knorr as Comptroller of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

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

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

On motion of Alderman Burke the said appointment of Mr. Walter K. Knorr was *Approved,* 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, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

Industrial Revenue Bond Authorized for L & B Products of Illinois, for Project Located at No. 2110 W. Walnut St.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond in the amount of $900,000 for L & B Products Inc. of Illinois for project located at No. 2110 W. Walnut Street.

On motion of Alderman Burke 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a political subdivision and a home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois; and

WHEREAS, L & B Products of Illinois, Inc. (the "Borrower") has applied to the Issuer for economic assistance through the issuance by the Issuer of its economic development revenue bonds to finance the acquisition, construction, and installation of certain manufacturing facilities at 2108 West Walnut Street and 2125-59 West Fulton Street within the City of Chicago, Illinois (hereinafter the "Product"); and

WHEREAS, Pursuant to the powers of the City as a home rule unit under the provisions of Section 6 (a) of Article VII of the Illinois Constitution and Chapter 15.2 of the Municipal Code of the City of Chicago, Illinois, as supplemented and amended (hereinafter the "Enabling Ordinance"), the Issuer is authorized and empowered to issue its revenue bonds to finance the Project for the benefit of residents of the Issuer; and

WHEREAS, The Issuer has declared in the Enabling Ordinance its purpose and intent generally to strengthen and promote the economic vitality of the City of Chicago and specifically to encourage and promote the retention and expansion of existing commercial and industrial businesses within the Issuer, and the attraction of new business to the Issuer; and

WHEREAS, By Ordinance passed and duly adopted by the City Council of the Issuer on July 6, 1983 (the "Inducement Ordinance"), the Issuer undertook to issue its revenue bonds to finance the Project; and

WHEREAS, The Borrower, in reliance upon and pursuant to the Inducement Ordinance, has proceeded with the acquisition, construction and installation of the Project; and

WHEREAS, The Issuer, to provide funds for the Project, intends to issue and sell its Economic Development Revenue Bond (L & B Products of Illinois, Inc.), Series 1983, in the principal amount of $900,000 (the "Bond") pursuant to and in accordance with the Enabling Ordinance, the Inducement Ordinance and this Ordinance authorizing the Bond, and an Agency Agreement and Assignment, dated as of October 1, 1983 (the "Agency Agreement"), between the Issuer and American National Bank and Trust Company of Chicago, Chicago, Illinois as Fiscal Agent (the "Fiscal Agent"); and

WHEREAS, The Bond will be a limited obligation of the Issuer payable by the Issuer solely out of revenues derived from the Project, the Bond will not evidence a debt of the Issuer or a loan of credit extended by the Issuer under any constitutional or statutory provision, and no holder of the Bond will have the right to compel any exercise of the taxing power of the Issuer to pay the principal of or interest on the Bond; now, therefore,

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

SECTION 1. Issuance of the Bond. To accomplish the purposes of the Enabling Ordinance, and pursuant to and in accordance with the Inducement Ordinance, and to provide for the financing of the cost of the acquisition, construction and installation of the Project, the issuance of the Bond by the Issuer in the principal amount of $900,000 is hereby authorized, subject to the provisions of this Ordinance and the Agency Agreement hereinafter authorized.

The Bond shall bear interest at a rate per annum of 70% of the Prime Rate of the American National Bank and Trust Company of Chicago, as the Prime Rate is defined in the form of the Bond attached as Exhibit A to the Agency Agreement, shall be in the denomination of $900,000 shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Agency Agreement and form of the Bond attached as Exhibit A thereto.

The provisions for execution, signatures, authentication, payment and prepayment shall be as set forth in the Agency Agreement and the form of the Bond attached as Exhibit A thereto.

SECTION 2. Security for the Bond. The Bond shall be secured by the pledge made by the Agency Agreement and shall be payable by the Issuer solely from and secured by a pledge of the loan payments, revenues and receipts derived from or in connection with the Project as set forth in the Agency Agreement. The Bond shall also be secured by a mortgage on the Project.

The Bond is a limited obligation of the Issuer, payable solely as provided in the Agency Agreement. The Bond and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the Issuer within the meaning of any constitutional or statutory provision of the State of Illinois. The Issuer shall not be liable on the Bond, nor shall the Bond be payable out of any funds of the Issuer other than those pledged therefore.

SECTION 3. The Agency Agreement. The execution and delivery of the Agency Agreement, substantially in the form attached hereto and made a part of this Ordinance as though set forth in full herein, is hereby authorized. The Mayor of the Issuer (the "Mayor"), is hereby authorized to execute, acknowledge and deliver the Agency Agreement with such changes, insertions and omissions as may be approved by the Mayor, and the Clerk of the Issuer (the "Clerk") is hereby authorized to affix the seal of the Issuer on the Agency Agreement and attest the same. The execution of the Agency Agreement by the Mayor shall be conclusive evidence of such approval.

SECTION 4. The Loan Agreement. The execution and delivery of a Mortgage and Loan Agreement, dated as of October 1, 1983 (the "Loan Agreement"), between the Issuer, as lender and mortgagee, and the Borrower, as borrower and mortgagor, substantially in the form attached hereto and made a part of this Ordinance as though set forth in full herein, is hereby authorized. The Mayor is hereby authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by the Mayor, and the Clerk is hereby authorized to affix the seal of the Issuer of the Loan Agreement and attest the same. The execution of the Loan Agreement by the Mayor shall be conclusive evidence of such approval.

SECTION 5. Bond Purchase Agreement. The execution and delivery of a Bond Purchase Agreement, to be dated the date of closing (the "Bond Purchase Agreement"), among the Issuer, the Borrower, American National Bank and Trust Company of Chicago, as purchaser of the Bond (the "Purchaser"), substantially in the form attached hereto and made a part of this Ordinance as though set forth in full herein, is hereby authorized. The Mayor and the Clerk are hereby authorized to execute, acknowledge and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by the Mayor, and the Clerk is hereby authorized to affix the seal of the Issuer on the Bond Purchase Agreement and attest the same. The execution of the Bond Purchase Agreement by the Mayor and the Clerk shall be conclusive evidence of such approval.

SECTION 6. Sale of the Bond. The Bond is hereby authorized to be sold to the Purchaser at the purchase price and on the terms and conditions set forth in the Agency Agreement and the Bond Purchase Agreement.

SECTION 7. Execution of the Bond. The Bond shall be executed in the manner provided in the Agency Agreement and the same shall be delivered to the Fiscal Agent for proper authentication and delivery to the Purchaser upon instructions to that effect.

SECTION 8. Fiscal Agent. The Purchaser of the Bond is hereby designated Fiscal Agent and depository for the Bond proceeds under the Agency Agreement. The Issuer shall have no obligation or liability as principal of the Fiscal Agent for acts of the Fiscal Agent.

SECTION 9. Obligations of the Issuer. All covenants, stipulations, limited obligations and agreements of the Issuer in this Ordinance, the Agency Agreement, the Loan Agreement and the Bond Purchase

Agreement shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Ordinance, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer or the members thereof by the provisions of this Ordinance, the Agency Agreement, the Loan Agreement or the Bond Purchase Agreement shall be exercised or performed by the Issuer or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the Agency Agreement, the Loan Agreement or the Bond Purchase Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Issuer in his individual capacity. Neither the members of the City Council of the Issuer nor any officer executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 10. Loan of Proceeds of the Bond. The Issuer is hereby authorized to finance the costs of the Project by loaning the proceeds of the Bond to the Borrower pursuant to the Loan Agreement and the Agency Agreement. The Borrower is authorized to proceed with the acquisition of the Project as set forth in the Loan Agreement.

SECTION 11. Authorized Representatives. The Mayor and the Clerk are hereby designated the authorized representatives of the Issuer, and each of them is hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Agency Agreement, the Loan Agreement and the Bond Purchase Agreement, and the issuance and sale of the Bond.

SECTION 12. Separable Provisions. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 13. Ordinances and Resolutions in Conflict Repealed. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 14. Force and Effect. This ordinance shall be in full force and effect from and after its passage.

[Mortgage and Loan Agreement, Memorandum of Agreement, Bond Purchase Agreement, Guaranty Agreement and Agency Agreement and Assignment are omitted for printing purposes.]

Execution of Memorandum of Agreement Authorized Between City and Madison Park Associates, Limited for Housing Known as Madison Park Apartments.

The Committee on Finance submitted a report recommending that the City Council pass proposed ordinance transmitted therewith, authorizing the execution of a memorandum of agreement between the City and Madison Park Associates, Limited for residential rental housing known as Madison Park Apartments.

On motion of Alderman Burke 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

WHEREAS, The 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 housing which persons of low and moderate income, including but not limited to elderly and handicapped persons, 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, Madison Park Associates, Limited, a limited partnership (the "Partnership") wishes to secure financing for the acquisition, construction and equipping of a residential rental housing facility to be located at 1380 East Hyde Park Boulevard in the City and known as Madison Park Apartments (the "Project"); and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

WHEREAS, It is considered desirable in order to increase the supply of decent, safe and sanitary 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 finance the acquisition, construction and equipping of the Project located within the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the acquisition, construction and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount of approximately $7,200,000 for the aforementioned purpose.

SECTION 3. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the written consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or his designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of

1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982 (H.R. 4961).

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

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum Of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and Madison Park Associates, Limited, an Illinois limited partnership (the "Partnership").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the acquisition, construction, rehabilitation and equipping of the hereinafter described Project is a proper exercise of the home rule powers of the City.

(b) It is proposed that the Partnership acquire, construct, rehabilitate and equip a residential housing project located at 1380 East Hyde Park Boulevard in the City (the "Project"). After completion of rehabilitation the Project will provide approximately 156 residential rental dwelling units. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned on behalf of the Partnership wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount of approximately $7,200,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(d) The City considers that its financing of the cost of the Project on behalf of the Partnership will promote and further the affairs and welfare of the City and its inhabitants.

(e) The revenue bonds to be issued by the City shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision, and such fact shall be plainly stated on the face of each of said bonds. No holder or owner of any of said bonds shall ever have the right to compel any exercise of the taxing power of the City to pay said bonds or the interest thereon. The principal of, premium, if any, and interest on said bonds to be issued to finance the cost of the Project shall be secured by a pledge to a trustee acting under an indenture of trust for the benefit of the holders of said revenue bonds, or by a pledge directly to the holders and owners of said bonds, of the revenues and income to be derived by the City from the Project; and may be further secured by a mortgage on the Project.

2. Undertakings on the Part of the City. Subject to the conditions above stated, the City agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the Partnership and potential purchasers of the Bonds.

(b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the City will adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized in an ordinance of the City Council and mutually satisfactory to the City, the Partnership and potential purchasers of the Bonds.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds), payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Partnership. Subject to the conditions above stated, the undersigned on behalf of the Partnership agrees as follows:

(a) The undersigned will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) The undersigned will cause the Partnership and the Owner to be duly formed.

(c) The undersigned will cause the Partnership to take all actions which may be necessary in order for the City to market, sell and deliver the Bonds in a manner which will enable the Partnership to secure a Mortgage Loan at an interest rate of 9 1/2% both during construction and as the permanent loan rate. The stated rate of interest shall include an annual .25% fee to provide for payment of certain costs in connection with the Mortgage Loan, including administrative expenses of the City, trustee's fees and expenses and servicing fees of a mortgage servicer mutually acceptable to the Partnership and the City. Without limiting the generality of the foregoing, the undersigned on behalf of the Partnership agrees to (i) promptly process and obtain a firm commitment (the "FHA Commitment") from the United States Department of Housing and Urban Development to insure advances of the Mortgage Loan, or obtain other security for the Mortgage Loan sufficient in nature for the City to market, sell and deliver the Bonds and the Partnership to achieve the desired interest rate on the Mortgage Loan; (ii) make such cash deposits and/or post such letters of credit and take all other actions which may be necessary to obtain initial endorsement of the Mortgage Loan at or prior to the time of the Bond closing; (iii) obtain such additional letters of credit (in an aggregate amount not to exceed 2% of the principal amounts of the Bonds) as may be required to obtain at least a AA rating for the Bonds from a nationally recognized rating agency and the undersigned on behalf of the Partnership; (iv) pay costs, fees, expenses, underwriting and bond discounts and such other payments and/or deposits (in an aggregate amount not to exceed 6% of the Mortgage Loan, including any financing fees permitted to be paid from Mortgage Loan proceeds) as the City shall determine to be necessary to market and sell the Bonds and achieve the desired interest rate on the Mortgage Loan; (v) pay all fees, costs and expenses of an originating mortgagee in order that the FHA Commitment, if any, shall be assigned to a trustee for the Bonds selected by the City as mortgagee of record at or prior to the time of the Bond closing.

(d) That contemporaneously with the issuance of the Bonds, the undersigned will cause the Partnership, the Owner and/or the Project Lender, as applicable to enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds, including, without limitation, customary provisions limiting recourse against the partners of the Partnership.

(e) That during the period beginning on the date of the sale and delivery of the bonds by the

City to the purchasers thereof and continuing for at least the period required by Section 103(b)(4)(A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(f) The undersigned will cause the Partnership to take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as they may deem appropriate in pursuance thereof.

4. City Financing Fee.

Prior to the issuance of the Bonds as contemplated by this Agreement, the Partnership and the City will determine appropriate fees to be paid by the Partnership to the City in connection with the financing of the Project by the City, such fees to be determined taking into account the overall feasibility of the Project, and such fees shall be approved by the City Council prior to the issuance of any bonds.

5. Successors and Assigns.

This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may assign its interests herein and the assignee following assignment shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this ____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

Execution of Memorandum of Agreement Authorized Between City and Lake View Partnership for Residential Rental Housing Facility Located at No. 3660 N. Lake Shore Dr.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a memorandum of agreement between the City and Lake View Partnership for residential rental housing located at No. 3660 N. Lake Shore Drive.

On motion of Alderman Burke 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Nays--Alderman Oberman--1.

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

The following is said ordinance as passed:

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

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

WHEREAS, The 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 housing which persons of low and moderate income, including but not limited to elderly and handicapped persons, can afford and 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, Lake View Partnership, a limited partnership (the "Partnership") wishes to secure financing for the acquisition, construction and equipping by it or its successors or assigns of a residential rental housing facility to be located at 3660 North Lake Shore Drive in the City of Chicago (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

WHEREAS, It is considered desirable in order to increase the supply of decent, safe and sanitary 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 finance the acquisition, construction and equipping of the Project located within the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the acquisition, construction and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount of approximately $55,000,000 for the aforementioned purpose.

SECTION 3. The Chairman of the Finance Committee is hereby directed to cause the Finance Committee or any subcommittee thereof, or in lieu thereof and with the written consent of the Chairman of the Finance Committee, the Commissioner of the Department of Housing or his designee, to hold a hearing on the Project in compliance with Section 103 of the Internal Revenue Code of 1954, as amended and particularly as amended by the Tax Equity and Fiscal Responsibility Act of 1982 (H.R. 4961).

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

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum Of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and Lake View Partnership, an Illinois limited partnership (the "Partnership").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the acquisition, construction, rehabilitation and equipping of the hereinafter described Project is a proper exercise of the home rule powers of the City.

(b) It is proposed that the Partnership acquire, construct and equip a residential housing project located at 3660 North Lake Shore Drive in the City of Chicago (the "Project"). After completion of construction the Project will provide approximately 585 residential rental dwelling units. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned on behalf of the Partnership wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount of approximately $55,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(d) The City considers that its financing of the cost of the Project for the benefit of the Partnership will promote and further the affairs and welfare of the City and its inhabitants.

(e) The revenue bonds to be issued by the City shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision, and such fact shall be plainly stated on the face of each of said bonds. No holder or owner of any of said bonds shall ever have the right to compel any exercise of the taxing power of the City to pay said bonds or the interest thereon. The principal of, premium, if any, and interest on said bonds to be issued to finance the cost of the Project shall be secured by a pledge to a trustee acting under an indenture of trust for the benefit of the holders of said revenue bonds, or by a pledge directly to the holders and owners of said bonds, of the revenues and income to be derived by the City from the Project; and may be further secured by a mortgage on the Project.

2. Undertakings on the Part of the City. Subject to the conditions above stated, the City agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the Partnership and potential purchasers of the Bonds.

(b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the City will adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized in an ordinance of the City Council and mutually satisfactory to the City, the Partnership and potential purchasers of the Bonds.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds), payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Partnership. Subject to the conditions above stated, the undersigned on behalf of the Partnership agrees as follows:

(a) The undersigned will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) The undersigned will cause the Partnership and the Owner to be duly formed.

(c) That contemporaneously with the issuance of the Bonds, the undersigned will cause the Partnership, the Owner and/or the Project Lender, as applicable to enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds, including, without limitation, customary provisions limiting recourse against the partners of the Partnership.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and continuing for at least the period required by Section 103(b)(4)(A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(e) The undersigned will cause the Partnership to take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as they may deem appropriate in pursuance thereof.

4. City Financing Fee.

Prior to the issuance of the Bonds as contemplated by this Agreement, the Partnership and the City will determine appropriate fees to be paid by the Partnership to the City in connection with the financing of the Project by the City, such fees to be determined taking into account the overall feasibility of the Project, and such fees shall be approved by the City Council prior to the issuance of any bonds.

5. Successors and Assigns.

This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may assign its interests herein and the assignee following assignment shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this ____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

Execution of Loan and Security Agreement Authorized Between City and H.U.D. for Project Located at Midway Airlines, Inc.

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

WHEREAS, By resolution dated May 17, 1983, the Department of Economic Development of the City of Chicago has approved a HUD Sec. 108 Loan for Midway Airlines, Inc.; and

WHEREAS, Said loan is consistent with the primary purpose of the Department of Economic Development, which is the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development to the City of Chicago; and

WHEREAS, The Department of Economic Development has funds made available to it through the United States Department of Housing and Urban Development Administration, the HUD Section 108 Demonstration Loan Program, and the Department of Economic Development proposes that these funds be made available for a HUD Section 108 Demonstration Loan to Midway Airlines, Inc.; now, therefore,

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

SECTION 1. That a HUD Section 108 Demonstration Loan for $500,000.00 is hereby approved for Midway Airlines, Inc.

SECTION 2. That the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City, a HUD Section 108 Demonstration Loan Agreement by and between the City and Midway Airlines, Inc., said HUD Section 108 Demonstration Loan Agreement to be in substantially the form of Exhibit A attached hereto.

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

[Exhibit A printed on pages 1955 through 1977 of this Journal.]

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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Execution of Redevelopment Agreement and Land Purchase Agreement Authorized Between City and Regal Manufacturing, Jannice M. Siegal, Robert L. Siegal and Stern Electronics, Inc., for Property Located at No. 1735 W. Diversey 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 a land purchase agreement between City and Regal Manufacturing, Jannice M. Siegal, Robert L. Siegal and Stern Electronics, Inc., for property at No. 1735 W. Diversey Avenue.

On motion of Alderman Burke 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

(Continued on page 1978)

EXHIBIT A

LOAN AND SECURITY AGREEMENT

THIS AGREEMENT made on or as of the 14th day of September, 1983, between the City of Chicago, by and through its Department of Economic Development, having its offices located at 20 North Clark Street, Suite 2800, Chicago, Illinois, and Midway Airlines, Inc., (The "Company") a Delaware Corporation having its principle offices located at 5700 South Cicero Avenue, Chicago, Illinois.

WITNESSETH:

WHEREAS, the Department of Economic Development of the City of Chicago (hereinafter referred to as the "DED" or "Lender"), was established on the 10th of February, 1982 by ordinance of the City Council of the City of Chicago; and

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

WHEREAS, DED has funds available to it from the United States Department of Housing and Urban Development ("HUD"), under Section 108 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, DED desires to loan to Company, and Company desires to borrow from DED, the sum of $500,000.00 ("108 Loan") for purposes of aiding in the acquisition and rehabilitation of certain parcels of real estate located at 5959 South Cicero Avenue, and 6000 South Keating Avenue, Chicago, Illinois (Premises) pursuant to resolution of the Economic Development Commission of the City of Chicago, dated May 17, 1983.

NOW THEREFORE, in consideration of the promises set forth herein, Borrower agrees to borrow monies from Lender, and Lender agrees to lend monies to Borrower, upon the following terms and conditions.

SECTION I. GENERAL DEFINITIONS AND TERMS

1. The following words, terms and/or phrases shall have the meanings set forth thereafter and such meanings shall be applicable to the singular and plural form thereof,

(A) "Affiliate" shall mean any "Person" (hereinafter defined) in which one or more stockholders of Borrower, (Subsidiary) (hereinafter defined), and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of fifty percent (50%) of the total equity of or other ownership interest in such Person.

(B) "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due

or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined) or by oral agreement or operation of law or otherwise.

(C) "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency body or department thereof including without limitation the Department of Economic Development of the City of Chicago) taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Security" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

(D) "Financials" shall mean those financial statements described herein.

(E) "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under written or oral agreement, operation of law, or otherwise. Indebtedness includes, without limiting the generality of the foregoing: (i) obligations or liabilities of any Person that are secured by any lien, claim, encumbrance, or security interest upon property owned by Borrower even though Borrower has not assumed or become liable for the payment thereof; and (ii) obligations or liabilities created or

arising under any lease or real or personal property, or conditional sale or other title retention agreement with respect to property used and/or acquired by Borrower, even though the rights and remedies of the lessor, seller and/or lender thereunder are limited to repossession of such property.

(F) "Other Agreements" shall mean all agreements, instruments and documents including without limitation, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

(G) "Parent" shall mean any corporation now or at any time or times hereafter, owning or controlling (alone or with Borrower, any Subsidiary and/or any other Person), at least a majority of the issued and outstanding "Stock" of Borrower or any Subsidiary.

(H) "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization,association, corporation institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

(I) "Stock" shall mean all shares, interests, participations or other equivalents (however designated) of or in a corporation, whether or not voting, including but not limited to common stock, warrants, preferred stock, convertible debentures and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

(J) "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding Stock now or at any time or times hereafter is owned by Borrower and/or one or more Subsidiaries. Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition therefore (if any) in the Uniform Commercial Code, as adopted in the State of Illinois.

2. Borrower covenants, warrants and represents to Lender that all representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement and the Other Agreements, shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).

3. This Agreement and the Other Agreements may not be modified altered or amended except by an agreement in writing signed by Borrower and Lender. Borrower may not sell, assign or transfer this Agreement, or the Other Agreements or any portion thereof, including without limitation Borrower's rights, titles, interests, remedies, powers and/or duties thereunder. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof, including without limitation Lender's rights, titles, interests, remedies, powers and/or duties.

4. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower under this

Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior or subsequent thereto, and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenents and representations of Borrower contained in this Agreement or the Other Agreements, and no Event of Default by the Borrower under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is by an instrument in writing signed by Lender and directed to Borrower specifying such suspension or waiver.

5. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 4 hereof.

6. Except as otherwise specifically provided in this Agreement, borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

7. The provisions of the other Agreements are incorporated in this Agreement by this reference thereto. Except as otherwise provided in this Agreement and except as otherwise provided in the Other Agreements by specific reference to the applicable provision of this Agreement, if any provision contained in this Agreement is in conflict with, or inconsistent with any provision in Other Agreements, the provision contained in this Agreement shall govern and control.

8. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements of a "Designated Person" (as that term is defined in Borrower's Secretary's Certificate of even date herewith, constituting one of the Other Agreements),

shall bind Borrower and be deemed to be the act of Borrower affixed pursuant to and in accordance with resolutions duly adopted by Borrower's Board of Directors.

SECTION II. LOAN

1. The 108 Loan shall be made upon the following terms and conditions.

(A) the principal sum shall be $500,000.00;

(B) the term shall be 20 years;

(C) the rate of interest charged per annum shall be 1/4% above the interest charged on 20 year U.S. Treasury Bonds to be sold on or about the date of execution of this Agreement.

(D) principal payments together with interest thereon will commence on the 25th day of the month following the execution date of this Agreement, and will be due and payable on said 25th day of each succeeding month thereafter until paid in full.

(E) the 108 Loan is to be applied by the company in part payment for acquisition and rehabilitation of the Premises (the "Project").

(F) said 108 Loan made by DED to the Company shall be secured as provided in Section III of this Agreement, and the Company shall execute at DED's request, a mortgage, assignments of leases and rents, and such other documents as DED may reasonably request, and in form suitable for recording with the Cook County Recorder of Deeds.

(G) DED agrees to subordinate its loan Agreements provided that any senior lien should not exceed $1,000,000.00.

(H) The Company agrees that it will cause all current outstanding loans and/or liens to be subordinated to this 108 Loan if such subordination is necessary to assure that the DED occupies no less than a second secured lien position on all of the collateral described in Section III. No later than the date of closing, the Company shall furnish to the DED documents satisfactory to the DED which evidence the Company's compliance with this provision.

2. All of Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender.

3. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement and the Other Agreements solely for legal and proper corporate purposes (duly authorized by its Board of Directors) and consistent with all applicable laws and statutes.

4. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower and for Borrower's account, the proceeds of the loan(s) made by Lender to Borrower pursuant to this Agreement to such Person or Persons as an officer or director of Borrower shall direct, whether in writing or orally.

SECTION III. SECURITY

1. Security for the Loan shall consist of a mortgage in favor of DED, upon the Premises, including but not limited to all buildings, fixtures and equipment; assignments of Leases and Rents; and all other assets of Borrower comprising the Project. The mortgage and assignments may be subordinated to the mortgage and assignments of another lender in an, and amount not to exceed $1,000,000.00 the mortgage shall include a clause providing that a default under any other mortgage of Borrower pertaining to the Project which is not cured in a timely manner under the terms of said defaulted mortgage or waived by mortgagor, shall constitute a default of Lender's Loan.

2. Borrower warrants and represents to and convenants with Lender that: (a) Lender's security interest in the Security is now and at all times hereafter shall be perfected and have a priority; (b) the offices and/or locations where Borrower keeps the Security and Borrower's books and records concerning the Security are at the location set forth on Exhibit "A", attached hereto and made a part hereof, and Borrower shall not remove such books and records therefrom and shall not keep any of such books and records at any other office or location unless Borrower gives Lender written notice thereof at least 30 days prior thereto and the same is within the continental United States of America; (c) all books, records and other documents relating directly to the receipt and disbursement of this 108 Loan shall be subject to audit and examination by and duly authorized representative of DED or of the U.S. Department of Housing and Urban Development. Such right shall extend until one year after the total amount of the 108 Loan, including principal and all accrued interest, is repaid by the Company to DED; (d) that in occupying these facilities Borrower is not relocating from another labor area; nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which is and/or will be located as set forth in Exhibit "A"; nor is Borrower's expansion into the above-described property being undertaken with the intention of closing down or curtailing any already existing operation(s); and (e) the address specified on Exhibit "A" hereto include and designate Borrower's chief executive office, chief place of business and other offices and places of business and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty(30) days prior thereto, shall advise Lender to Borrower's opening of any new office or place of business or its closing of any existing office or place of business and any new office or place of business shall be within the continental United States of America.

3. Lender, in its sole and absolute discreation, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to pay, acquire and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Security. All sums paid by DED in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court cost, expenses and other charges relating thereto incurred by Lender on account thereof shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter at the request of Lender, all agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Security and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower shall furnish Lender with a commitment for an ALTA policy for mortgage title insurance in the amount of $500,000.00 insuring that Lender will be the holder of a second lien on the Premises, free of encumbrances and other exceptions to title other than those approved in advance by Lender and not subordinated to any interest except the interest of the construction Lender and succeeding permanent Lender in an amount not to exceed the amount permitted in this Agreement.

In addition Borrower shall furnish to Lender, insurance policies, forms and amounts and with coverages satisfactory to the first mortgagee, incuring the Premises and Project against loss or damage by fire or other casualty, under the "all risk" form of coverage with extended coverage and for such other hazards as Lender may require and naming Lender as loss payee. Said policies shall contain mortgage loss payable clauses, reasonably satisfactory to Lender naming Lender as

mortgagee, subject to first mortgagee, and which policies shall not be cancellable, terminable or subject to amendment without at least 30 days' prior written notice to Lender.

Further, Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by the DED as a condition precedent to procuring this 108 Loan, or in lieu thereof, Borrower warrants and represents to and covenants with DED that it will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973. Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as mended from time to time.

6. Upon an event of Default, Borrower, irrevocably, hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of the Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discreation may elect.

7. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Security and all related records to verify the condition of said Security. After an Event of Default, all costs, fees, and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and/or verification shall be payable by Borrower to Lender.

SECTION IV. WARRANTIES, REPRESENTATIONS AND COVENANTS

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that: (a) Borrower is and at all times hereafter shall be a corporation duly organized and existing and in good standing under the laws of the state of its corporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements; (c) the execution, delivery and/or performance by Borrower of this Agreement and the other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Borrower's Articles of Incorporation or By-Laws or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Security, free and clear of all liens, claims, security interests and encumbrances except those of Lender; (e) Borrower is now and at all time hereafter shall solvent and able to pay its debts as they mature, and Borrower now owns and shall at all times hereafter own property whose fair salable value is greater than the amount required to pay its indebtedness to DED under this Agreement; (f) Borrower now has and shall have at all times hereafter capital sufficient to carry on its business and transactions and all businesses and transactions in which it is about to engage; (g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Security; (h) Borrower is not subject to the renegotiation of any government contracts;

(i) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it and Borrower will not be in breach of any if lender should exercise any of its rights pursuant to this Agreement against the Security;. (j) Borrower has and is in good standing with respect to all government permits, certificates, consents and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties as now owned or leased by it; (k) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise; (l) Borrower is not in violation of any applicable stature, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations or condition, financial or otherwise; (m) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (n) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods ending on such dates and have been prepared in accordance with generally accepted accounting principles consistently applied; and (o) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that Borrower shall not, without Lender's prior written consent thereto, which Lender may or

may not give in its sole discretion, concurrently or hereafter; (a) grant a security interest in, assign, sell or transfer any of the Security to any person or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Security; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Security; (c) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Security; (d) merge or consolidate with or acquire any Person; (e) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness, or the Security; (f) other than in the ordinary course of its business, make any investment in the securities of any Person, provided, however, notwithstanding the foregoing, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of $10,000,000 or in securities of the United States of America or commercial paper with P1 rating (all of the foregoing maturing within one (1) year); (g) guarantee or otherwise, in any way, become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities; (h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might in any way adversely affect the repayment of Borrower's Liabilities; (i) other than as specifically permitted in or contemplated by this Agreement, encumber, pledge, mortgage, sell, lease or otherwise, any of Borrower's assets; (j) make distributions of Borrower's property or assets.

3. (a) Borrower shall pay promptly when due, all of the Charges; and (b) Borrower shall not permit the Charges to arise, or to remain, and will promptly discharge the same. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain such discharges, Borrower shall so advise Lender thereof in writing; Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of $5,000.00, in the aggregate at any time during the original term or any renewal term, Borrower has given Lender such additional Security and assurances as Lender, in its exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. (a) Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles applied on a basis consistent). (b) As soon as available but not later than one hundred twenty (120) days after the close of each fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related statement of operations for, such year and a reconciliation of capital for such year-all certified by a firm of independent

certified public accountants; or in the event such audited financial statements have not been compiled, a financial statement certified by an officer of the Company, until the period set forth in Section III of the Agreement. (c) In addition, the Company agrees to submit to the DED quarterly and/or semi-annual financial statements of the Company "prepared etc." as requested by the DED. (d) Such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Security, Borrower's financial condition and/or results of operations.

SECTION V. ASSURANCE OF PROJECTED JOBS

Borrower will use its best efforts to create or cause to be created approximately one hundred (100) full-time, permanent job opportunities after the completion of the project for which this 108 Loan is being granted.

Borrower will use its best efforts to maintain approximately nine hundred ninety-four (994) present full-time, permanent job opportunities, as well as the creation of the one hundred (100) new job opportunities.

Borrower shall report in writing to DED as DED may from time to time require, on the numbers and kinds of such jobs maintained and created and filled.

SECTION VI. LABOR STANDARDS

If buildings or facilities are to be constructed or improved with funds provided under this 108 Loan, the Company will meet, and all other parties entering into agreements with the Company for the construction or improvement of facilities or buildings shall be required by the Company in all such agreements to meet the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-5) and Borrower shall use its best efforts to employ not less than 50% of construction workers from residents of the City of Chicago, and shall utilize not less than 25% minority owned businesses on sub-contracts executed by Borrower.

SECTION VII. ACCESSIBILITY TO THE HANDICAPPED

If construction of part or all of the Company's facilities is to be financed, in whole or in part, by this 108 Loan, the Company agrees to comply with the accessibility to the handicapped standards found in 41 CRF 101-19.6.

SECTION VIII. DEFAULT

(1) The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement: (a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within thirty (30) days after the mailing of written notice thereof from Lender to Borrower; (b) if any material statement, report or certificate made or delivered by Borrower, and any of its officers, employees or agent, to Lender is not true and correct; (c) if Borrower fails to pay Borrower's Liabilities, when due and payable or declared due and payable; (d) if the Security or any other of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not terminated or dismissed within sixty (60) days thereafter; (e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation; (f) if Borrower is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs or is a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower or is any case or proceeding is filed against Borrower for its dissolution or liquidation and such injunction, restraint or petition is not dismissed or stayed within sixty (60) days after the entry or filing thereof; (g) if an application

is made by Borrower for the appointment of a receiver, trustee or custodian for the Security or any other of Borrower's assets; (h) if an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for the Security or any other of Borrower's assets and the same is not dismissed within sixty (60) days after the application therefor; (i) except as permitted in Section III (3) above, if a notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Security or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance upon the Security or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or (j) if Borrower is in default in the payment of the first mortgage and such default is declared and is not cured within the time, if any, specified therefor in any agreement governing the same.

(2) All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

Upon an Event of Default or the occurrence of any one of the events described in Paragraph (1) (notwithstanding Borrower's right to cure the same thereafter), without notice by Lender to or demand by Lender of Borrower. Liabilities shall be due and payable, forthwith.

(3) Upon an Event of Default, Lender, in its sole and absolute discretion, may exercise any one or more of the rights and remedies accruing to it or under the relevant state statutes and any other applicable law upon default by a debtor;

(4) Any notice required to be given by Lender of a sale, lease, other disposition of the Security or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Borrower at its principal place of business specified at the beginning of this Agreement not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

(5) Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees that Lender has no obligation to preserve rights against prior parties to the Security.

(6) If at any time or times on or after an Event of Default Lender employs counsel for advice or other representation (a) with respect to the Security, this Agreement or the Other Agreements, (b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Security, this Agreement, the Other Agreements or Borrower's affairs; (c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation, the Obligors; and/or (d) to attempt to or enforce Lender's security interest in the Security, the reasonable attorneys' fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in connection with or relating to any of the events described in this Paragraph shall be paid by Borrower to Lender. Without limiting the generality of the foregoing, such expenses,

costs, charges and fees include: (i) accountant's fees, costs and expenses; (ii) court costs and expenses; (iii) court reporter fees, costs and expenses; (iv) long distance telephone charges; (v) telegram charges; (vi) expenses for travel, lodging and food; and (vii) expenses incurred in fulfilling, in whole or in part, any order of any Obligor from which an Account has arisen or will arise.

(7) Upon the occurrence of any one of the events described in Paragraph (1) above, notwithstanding Borrower's right to cure the same before it becomes an Event of Default, Lender, if it determines that the Security or the payment of Borrower's Liabilities is jeopardized, may enforce such of its rights and remedies under this Article as Lender deems necessary or proper.

SECTION IX. DISCLAIMER OF RELATIONSHIP

The Company agrees that nothing contained in this Agreement nor any act of the DED or of the U.S. Department of Commerce, Economic Development Administration, 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, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving the DED.

SECTION X. TIME OF THE ESSENCE

Time is of the essence under this Agreement.

SECTION XI. NOTICE

All notices required to be given hereunder shall be given by certified or registered United States mail, postage paid, and addressed as follows:

If to DED:

Commissioner,
Department of Economic Development
City of Chicago
20 North Clark Street
Suite 2800
Chicago, IL 60602

If to _____: _____

_____

_____

SECTION XII. GOVERNING LAW

This Agreement is executed and delivered and is to be performed in the State of Illinois, and shall be construed and enforced in accordance with and governed by the laws of the State of Illinois, including all matters of construction, validity and performance.

SECTION XIII. SEVERABILITY

Each covenant and agreement contained in this Agreement is intended to be, and shall be construed to be, a separate and independent covenant. If any term contained in this Agreement or in the Note or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and the Note and any other application of such term shall not be affected thereby.

IN WITNESS WHEREOF, the Company and the City of Chicago, by and through the Department of Economic Development, have caused this Agreement to be signed in their names and on their behalf as of the day of .

MIDWAY AIRLINES, INC.

(SEAL)

_____
Secretary

BY_____

TITLE:_____

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

BY_____

ROBERT E. MIER
ACTING COMMISSIONER

EXHIBIT A

5959 South Cicero Avenue and

6000 South Keating Avenue

Chicago, Illinois 60629

(Continued from page 1954)

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, and pursuant to resolution dated July 12, 1983, has approved a redevelopment project for the use of Regal Manufacturing, a division of BAS Industries, a Delaware corporation, and Jannice M. Siegal and Robert L. Siegal (hereinafter referred to as "Redevelopers"), which obligates the City of Chicago to assist the redevelopers in the acquisition of a redevelopment project tract, and which obligates the redevelopers to rehabilitate and conform the existing improvements located on the redevelopment tract for use as a combined manufacturing, processing, distribution, and office facility, which is expected to result in the additional employment of approximately twelve (12) persons within thirty-six (36) months of closing; and

WHEREAS, The Department of 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 Agreement 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, the Development Agreement and the Cooperative Development Agreement which will obligate the City of Chicago to assist the Redevelopers in the acquisition of a parcel of land consisting of approximately 93,340 square feet located at 1735 West Diversey in the City of Chicago, and legally described as follows:

Parcel 1:
Lot 1 and the North 16 feet of Lot 2 in Luetgert's Subdivision of Block 1 in Fullerton's Fourth Addition to Chicago, a Subdivision in the North half of the South East quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

Parcel 2:
The strip of land (formerly the East and West alley but now vacated) 16 feet wide lying South and adjoining the whole length of the South line of that part of Lot 1 lying East of the West 175 feet of said Lot 1 the West line of said strip being the East line of said Lot 2 in Luetgert's Subdivision aforesaid;

Also

Parcel 3:
Lot 3 in the Subdivision of Lot 2 in Luetgert's Subdivision of Block 1 in Fullerton's Fourth Addition of Chicago aforesaid;

Also

Parcel 4:
The West half of that part of North Hermitage Avenue vacated lying South of the South line of Diversey Parkway and North of the South line (extended West across said vacated avenue) of the North 70 feet of Lot 2 in the North Western Terra Cotta Company's Resubdivision of part of the North East quarter of the South East quarter of Section 30, Township 40 North, Range 14; East of the Third Principal Meridian;

Also

Parcel 5:
That part of Lot 3 in the Resubdivision aforesaid by the North Western Terra Cotta Company, described as follows: Beginning at the North East corner of said Lot 3, thence West on the

North line of said Lot, 132.92 feet thence South Easterly on a curved line radius 163.05 feet curved convex to the North East and concentric to and 8.75 feet North Easterly of the center line of Industrial Railroad Track as now located a distance of 103.51 feet to an intersection with the South line of the North 70 feet of Lot 2 aforesaid extended West, thence East on said line 42 feet to the East line of Lot 3 thence North 45 feet to the place of beginning;

Also

Parcel 6:
That part of Lot 3 (sometimes also called Block 3) in North Western Terra Cotta Company's Resubdivision of a part of the North East quarter of the South East quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot 3 (sometimes also called Block 3) with a line 890 feet North of and parallel with the South line of said Lot 8, (sometimes also called Block 3) and running thence West on the last above mentioned parallel line a distance of 189 feet, thence North parallel with the East line of said Lot 3 (sometimes also called Block 3) a distance of 42.38 feet, thence West a distance of 95.33 feet to a point 931.63 feet North of a Westward extension of said South line of Lot 3 (sometimes also called Block 3) thence Northwardly, Eastwardly and Southwardly along the arc of a circle having a radius of 142.16 feet and convex Westerly, Northerly and Easterly, a distance of 446.62 feet to a point on said West line of the East 15.32 feet of said Lot 3 (sometimes also called Block 3) which is 933.83 feet North of said Lot 3 (sometimes also called Block 3) and thence South along said West line of the East 15.32 feet a distance of 43.83 feet to a point of beginning, except therefrom that part of the foregoing parcel which lies South of a line which is 972 feet North of said parallel with said South line and a Westward extension thereof of said Lot 3 (sometimes also called Block 3) all in Cook County, Illinois.**

And which will obligate the redevelopers to rehabilitate and conform the existing improvements located on the redevelopment parcel for use as a combined manufacturing, laboratory, distribution, and office facility, costing approximately One Hundred Thousand Dollars ($100,000), 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, having its office at 20 North Clark Street, 28th Floor, Chicago, Illinois ("City"), and Regal Manufacturing, a division of BAS Industries, a Delaware corporation ("Regal"), having its office at 1825 West Newport Avenue, Chicago, Illinois 60657 and Janice M. Siegal and Robert L. Siegal, hereinafter called "Redevelopers" or "Purchaser".

W I T N E S S E T H:

Whereas, the DED was established 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 July 12, 1983 approved a Cooperative Redevelopment Agreement with Stern Electronics, Inc. a Delaware corporation, for the development of a parcel of land consisting of approximately 2.04 acres located at 1735 West Diversey, Chicago, in the City and legally described on Exhibit A attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED is in receipt of a copy of a Sale and Purchase Agreement dated July 9, 1983 ("Sale Agreement") by and between Stern Electronics, Inc., a Delaware corporation, as Seller, and Janice M. Siegal and Robert L. Siegal, as Purchaser, which grants to Purchaser the rights to purchase the Redevelopment Parcel from Seller; and

Whereas, it is the intention of the City to cooperate in the acquisition of the Redevelopment Parcel and sale to Purchaser which will require an expenditure by the DED in an amount of approximately $44,447.50 in acquisition costs (at a price of $.50 per square foot, to be adjusted by a survey at closing); and

Whereas, the City and Seller have executed an agreement on this date which obligates Seller to execute any and all documents necessary in order to convey to Purchaser good and merchantable title to the Redevelopment Parcel described fully in Exhibit A for the sum of approximately $230,522.50 to be paid by the City through the DED (at a price of $.50 per square foot to be adjusted by a survey at closing) to Seller; 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 I. Consideration

The City hereby agrees, in consideration of Purchaser's executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of approximately $44,477.50 (at a price of $.50 per square foot to be adjusted by a survey at closing) to Seller to assist Purchaser in the acquisition of the Redevelopment Parcel for the purpose of redevelopment in accordance with the Redevelopment Plan as hereinafter set forth.

Section II. Redevelopment Plan

Purchaser shall rehabilitate and conform the existing improvements located on the Redevelopment Parcel for use as a combined manufacturing, processing, distribution and office facility, said improvements consist of approximately 155,000 square feet, and the rehabilitation will cost approximately $100,000.00, exclusive of equipment and machinery. Any plans and specifications for renovation or rehabilitation of the improvements located on 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 III. Conveyance of Redevelopment Parcel

(a) Conveyance of the Redevelopment Parcel shall be accomplished through an escrow to be established by the parties hereto with Chicago Title and Trust Company.

(b) Purchaser shall cause the deed to be filed for recordation 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 December 31, 1983.

Section IV. Evidence of Financing

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

Section V. Time for Commencement and Completion of Improvements

The construction of the improvements as described in Section II hereof shall be commenced within six (6) months after the closing and shall be completed within thirty-six (36) months after the closing. Purchaser agrees, subject to Section XI hereof, for itself, its successors 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 II hereof, and that any construction and all preparation of the improvements shall commence and be completed within the periods 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 Purchaser and its successors and assigns.

Section VI. Time of the Essence

Time is of the Essence of this Agreement.

Section VII. Certificate of Completion

Promptly after completion of the construction of the improvements in accordance with this Agreement, the City will furnish Purchaser 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 Purchaser 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 Purchaser, provide Purchaser with a written statement indicating in adequate detail how Purchaser 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 Purchaser to take or perform in order to obtain the certification subject to the provisions of Section XIII.A hereof.

Section VIII. Restriction on Use

Purchaser 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 or 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 IX. Prohibition Against Transfer of Redevelopment Parcel

Purchaser will not, prior to the completion of the improvements as set forth in Section II, 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 Purchaser may mortgage said premises as provided in Section X.

Section X. Limitation Upon Encumbrance of Redevelopment Parcel

Prior to the completion of the improvements as set forth in Section II, as certified by the City, neither Purchaser 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 improvements as set forth in Section II, (b) such additional funds, if any, in an amount not to exceed the purchase price by Purchaser for the Redevelopment Parcel, 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 XI. Mortgagees 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 the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section II or to guarantee such constuction 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 XII. Enforced Delay in Performance

Neither the City nor Purchaser 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 XIII. 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 part, 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, Purchaser 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 Purchaser in this Agreement, at the option of the City be terminated by the City. In the event that 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 Purchaser shall be terminated.

C. Subsequent to Conveyances. In the event that Purchaser shall be in default of or breach this Agreement subsequent to the conveyance under Section III and prior to the completion of improvements under Section II, then the City upon written notice within thirty (30) days after discovery of such default or breach shall, unless Purchaser shall commence 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 Purchaser an amount equal to the monies paid by the City pursuant to Section I hereof, as well as interest in the sum of ten percent (10%), computed from the day delivery of funds to Purchaser made under this Agreement to the day of the return of such funds by Purchaser 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 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 Purchaser 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 XIV. Conflict of Interests; 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. No member, official, or employee of the City shall be personally liable to Purchaser 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 Purchaser, or its successors or on any obligations under the terms of this Agreement.

Section XV. 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 Purchaser of any successor in interest and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section XVI. Equal Employment Opportunity

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

(a) Purchaser will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin. Purchaser 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 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. Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Purchaser 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) Purchaser 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 subcontractors 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 XVII. Employment

Purchaser will use its best efforts to increase its total employment to approximately 62 employees at the project location within thirty-six (36) 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 Purchaser has signed and sealed the same on or as of the _____ day of _____, 1983.

[Signature forms omitted for printing purposes.]

Exhibit A attached to this Agreement reads as follows:

Parcel 1:
Lot 1 and the North 16 feet of Lot 2 in Luetgert's Subdivision of Block 1 in Fullerton's Fourth Addition to Chicago, a Subdivision in the North half of the South East quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian.

Also

Parcel 2:
The strip of land (formerly the East and West alley but now vacated) 16 feet wide lying South and adjoining the whole length of the South line of that part of Lot 1 lying East of the West 175 feet of said Lot 1 the West line of said strip being the East line of said Lot 2 in Luetgert's Subdivision aforesaid;

Also

Parcel 3:
Lot 3 in the Subdivision of Lot 2 in Luetgert's Subdivision of Block 1 in Fullerton's Fourth Addition to Chicago aforesaid;

Also

Parcel 4:
The West half of that part of North Hermitage Avenue vacated lying South of the South line of Diversey Parkway and North of the South line (extended West across said vacated avenue) of the North 70 feet of Lot 2 in the North Western Terra Cotta Company's Resubdivision of part of the North East quarter of the South East quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

Parcel 5:
That part of Lot 3 in the Resubdivision aforesaid by the North Western Terra Cotta Company, described as follows: Beginning at the North East corner of said Lot 3, thence West on the North line of said Lot, 132.92 feet thence South Easterly on a curved line radius 163.05 feet curved convex to the North East and concentric to and 8.75 feet North Easterly of the center line of Industrial Railroad Track as now located a distance of 103.51 feet to an intersection with the South line of the North 70 feet of Lot 2 aforesaid extended West, thence East on said line 42 feet to the East line of Lot 3 thence North 45 feet to the place of beginning;

Also

Parcel 6:
That part of Lot 3 (sometimes also called Block 3) in North Western Terra Cotta Company's Resubdivision of a part of the North East quarter of the South East quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot 3 (sometimes also called Block 3) with a line 890 feet North of and parallel with the South line of said Lot 8, (sometimes also called Block 3) and running thence West on the last above mentioned parallel line a distance of 189 feet, thence North parallel with the East line of said Lot 3 (sometimes also called Block 3) a distance of 42.38 feet, thence West a distance of 95.33 feet to a point 931.63 feet North of a Westward extension of said South line of Lot 3 (sometimes also called Block 3) thence Northwardly, Eastwardly and Southwardly along the arc of a circle having a radius of 142.16 feet and convex Westerly, Northerly and Easterly, a distance of 446.62 feet to a point on said West line of the East 15.32 feet of said Lot 3 (sometimes also called Block

3) which is 933.83 feet North of said Lot 3 (sometimes also called Block 3) and thence South along said West line of the East 15.32 feet a distance of 43.83 feet to the point of beginning, except therefrom that part of the foregoing parcel which lies South of a line which is 972 feet North of said parallel with said South line and a Westward extension thereof of said Lot 3 (sometimes also called Block 3) all in Cook County.

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 the Redevelopers a Redevelopment Agreement in such form and for such consideration that they may mutually agree to obligate the Redevelopers to rehabilitate and conform the existing building on the redevelopment parcel for use as a combined manufacturing, processing, distribution, and office facility, and which will obligate the City of Chicago to execute the necessary documents with Stern Electronics, Inc. in order to cause it to convey to the Redevelopers good and merchantable title to the Redevelopment parcel, said Cooperative 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 ("City"), and Stern Electronics, Inc., a Delaware corporation, having its offices at 700 Chase Avenue, Elk Grove Village, Illinois.

W I T N E S S E T H:

Whereas, the DED was established on February 10, 1982 by Ordinance of the City Council of the City of Chicago; 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 of the City, pursuant to the Chicago Plan for Economic Development, has by resolution dated July 12, 1983, approved a cooperative redevelopment project agreement with Stern Electronics, Inc. for the redevelopment of a parcel of land consisting of approximately 2.04 acres located at 1735 W. Diversey, Chicago, Illinois, thereon in the City of Chicago and legally described on Exhibit A attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED of Chicago has received a copy of Sale and Purchase Agreement dated July 9, 1983 ("Sale Agreement") by and between Stern Electronics, Inc., a Delaware corporation, as Seller, and Jannice M. Siegel and Robert L. Siegal, as Purchaser, which grants Purchaser 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 Purchaser which will require an expenditure by the DED in an amount of approximately $44,477.50 in acquisition costs (at a price of $.50 per square foot, to be adjusted by a survey at closing); and

Whereas, it is the intention of Purchaser to purchase the Redevelopment Parcel from Seller for the approximate sum, net of the expenditure by the DED, of $230,522.50; 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 convenants and promises:

1. Seller agrees to perform the following:

A. Use its reasonable efforts to have Purchaser execute with the City a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Purchaser to rehabilitate and conform the existing improvements located on the redevelopment parcel for use as a combined manufacturing, processing, distribution and office facility of approximately 155,000 square feet at a cost of approximately $100,000.00, exclusive of equipment and machinery, which, it is anticipated by Purchaser, will result in the employment within the ensuing thirty-six (36) months of approximately 12 additional persons.

B. Execute the necessary documents in order to convey to Purchaser 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 1735 W. Diversey, in the City, as fully described in Exhibit A hereto attached, comprising approximately 2.04 acres for a sum of approximately $275,000.00 (at a price of $.50 per square foot to be adjusted by a survey at closing) to be paid by the City, through the DED, plus the sum of approximately $230,522.50 to be paid by Purchaser, all of which is to be paid into escrow at closing for the benefit of Seller; provided, however, that neither the City nor Purchaser shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and Seller has been paid the total of approximately $275,000.00.

C. Execute any and all documents necessary and proper to accomplish the purpose set forth herein and cause them to be deposited in an escrow to be duly established by 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 Purchaser a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Purchaser to prepare the Redevelopment Parcel for use as a combined manufacturing, processing, distribution and office facility of approximately 155,000 square feet at a cost of approximately $100,000.00, exclusive of equipment and machinery, which, it is anticipated by Purchaser, will result in the employment within thirty-six (36) months of closing of approximately 12 additional persons.

B. Execute the necessary documents with Seller in order to cause it to convey to Purchaser 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 1735 W. Diversey, in the City, as fully described in Exhibit A hereto attached, comprising approximately 2.04 acres for the sum of approximately $230,522.50 plus a sum of approximately $44,477.50 (at a price of $.50 per square foot to be adjusted by a survey at closing) to be paid by the City, through the DED, all of which is to be paid into escrow at closing for the benefit of Seller; provided, however, that neither the City nor Purchaser 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 $275,000.00; except that from and after August 31, 1983 (or thereabout) Buyer will have certain rights with respect to the Redevelopment Parcel pursuant to the Sale Agreement.

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 Chicago Title and Trust Company 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 Purchaser in such form as they may agree which will obligate Purchaser to rehabilitate and conform the existing improvements located on the redevelopment parcel for use as a combined manufacturing, processing, distribution and office facility of approximately 155,000 square feet, costing approximately $100,000.00, exclusive of equipment and machinery which is anticipated by Purchaser to result in the additional employment of approximately 12 additional persons within thirty-six (36) 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 has signed and sealed the same on or as of the _____day of ____, 1983.

[Signature forms omitted for printing purposes.]

Exhibit I attached to this Agreement reads as follows:

Parcel 1:
Lot 1 and the North 16 feet of Lot 2 in Luetgert's Subdivision of Block 1 in Fullerton's Fourth Addition to Chicago, a Subdivision in the North half of the South East quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

Parcel 2:
The strip of land (formerly the East and West alley but now vacated) 16 feet wide lying South and adjoining the whole length of the South line of that part of Lot 1 lying East of the West 175 feet of said Lot 1 the West line of said strip being the East line of said Lot 2 in Luetgert's Subdivision aforesaid;

Also

Parcel 3:
Lot 3 in the Subdivision of Lot 2 in Luetgert's Subdivision of Block 1 in Fullerton's Fourth Addition of Chicago aforesaid;

Also

Parcel 4:
The West half of that part of North Hermitage Avenue vacated lying South of the South line of Diversey Parkway and North of the South line (extended West across said vacated avenue of the North 70 feet of Lot 2 in the North Western Terra Cotta Company's Resubdivision of part of the North East quarter of the South East quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

Parcel 5:
That part of Lot 3 in the Resubdivision aforesaid by the North Western Terra Cotta Company, described as follows: Beginning at the North East corner of said Lot 3, thence West on the North line of said Lot, 132.92 feet thence South Easterly on a curved line radius 163.05 feet curved convex to the North East and concentric to and 8.75 feet North Easterly of the center line of Industrial Railroad Track as now located a distance of 103.51 feet to an intersection with the South line of the North 70 feet of Lot 2 aforesaid extended West, thence East on said line 42 feet to the East line of Lot 3 thence North 45 feet to the place of beginning;

Also

Parcel 6:
That part of Lot 3 (sometimes also called Block 3) in North Western Terra Cotta Company's Resubdivision of a part of the North East quarter of the South East quarter of Section 30, Township 40 North Range 14, East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the West line of the East 15.32 feet of said Lot 3 (sometimes also called Block 3) with a line 890 feet North of and parallel with the South line of said Lot 8, (sometimes also called Block 3) and running thence West on the last above mentioned parallel line a distance of 189 feet, thence North parallel with the East line of said Lot 3 (sometimes also called a distance of 42.38 feet, thence West a distance of 95.33 feet to a point 931.63 feet North of a Westward extension of said South line of Lot 3 (sometimes also called Block 3) thence Northwardly, Eastwardly and Southwardly along the arc of a circle having a radius of 142.16 feet and convex Westerly, Northerly and Easterly, a distance of 446.62 feet to a point on said West line of the East 15.32 feet of said Lot 3 (sometimes also called Block 3) which is 933.83 feet North of said Lot 3 (sometimes also called Block 3) and thence South along said West line of the East 15.32 feet a distance of 43.83 feet to the point of beginning, except therefrom that part of the foregoing parcel which lies South of a line which is 972 feet North of said parallel with said South line and a Westward extension thereof of said Lot 3 (sometimes also called Block 3) all in Cook County.

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

Execution of Redevelopment Agreement and Collateral Agreement Authorized Between City, H.U.D. and AMGen, Inc., for Pilot Manufacturing Plant.

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

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 adjacent near west side 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-17-0131 which provides for a loan of grant funds to AMGen, Inc. in the amount of $2,090,000.00 to construct a pilot manufacturing plant in the designated research park located in the West Side Medical Complex, which facility will be the first operation in the designated research park; and

WHEREAS, The major portion of financing for construction of AMGen's pilot manufacturing plant will come from the issuance of approximately $8,000,000.00 in industrial revenue bonds by the City of Chicago; and

WHEREAS, The City of Chicago recognizes that as an inducement to the prospective purchaser of the aforesaid bonds, it is necessary that the City provide additional assurances in the form of a collateral pledge of a portion of the repayments from the City's loan to the Chicago Board Option Exchange; and

WHEREAS, The City of Chicago believes the AMGen, Inc. Project, which is expected to create approximately 100 new, permanent jobs, is a significant step in attracting high-tech businesses to the City thereby significantly expanding the City's industrial base; now, therefore,

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

SECTION 1. The Acting Commissioner of the Department of Economic Development is authorized to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend $2,090,000.00 of Urban Development Action Grant funds to AMGen, Inc. for the purpose of constructing a pilot manufacturing plant in

the designated research park located in the West Side Medical Complex of the City of Chicago; and which obligates AMGen, Inc. to construct the aforesaid pilot manufacturing plant by expending approximately $11,100,000.00 in private funds; and further obligates AMGen, Inc. to use its best efforts to create approximately 100 new, permanent job opportunities as represented in the original application for funds. The Redevelopment Agreement will be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Acting Commissioner of the Department of Economic Development is further authorized to enter into and execute a Collateral Agreement under which the City will pledge up to $3,000,000.00 from loan repayments to the City from the Chicago Board Option Exchange as additional security for approximately $8,000,000.00 in industrial revenue bonds to be issued by the City for the major portion of constructing and equipping AMGen's pilot manufacturing plant, which agreement is substantially in the form attached hereto as Exhibit B.

SECTION 3. The Acting 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 and Collateral Agreement, said Redevelopment Agreement and Collateral Agreement being in substantially the form of Exhibits A and B, respectively, attached hereto.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

[Exhibits "A" and "B" and Schedule "A" printed on pages 1990 through 2014 of this Journal.]

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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Filing of U.D.A.G. Application with H.U.D. Authorized for Expansion of Greater Southwest Development Corporation.

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

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

WHEREAS, The Greater Southwest Community Development Corporation has proposed to expand and develop existing retail operations located at 61st Street and Western Avenue in the Chicago Lawn Community of the City of Chicago by expending private funds in the amount of $4,844,000.00 to construct a 47,500 square foot Jewel food store and add 12,000 square feet to the existing Sears store; and

(Continued on page 2015).

EXHIBIT A

REDEVELOPMENT AGREEMENT

THIS 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 Chicago, Illinois and Amgen, a California corporation, 1900 Oak Terrace Lane, Thousand Oaks, California 91320 (AMGEN).

W I T N E S S E T H:

WHEREAS, the Department of Economic Development of the City of Chicago, Illinois has as its primary purpose the attraction and expansion of economic development in the City of Chicago, Illinois; and

WHEREAS, AMGEN has leased a tract of land in Chicago, Illinois bounded by Lexington, Hoyne, Bowler, Polk and Leavitt Streets from the Medical Center Commission of the State of Illinois for a period of 25 years, and intends to construct on such land and equip an approximately 40,000 square foot pilot plant for the production of pharmaceuticals utilizing genetically engineered micro-organisms; and

WHEREAS, the City has made an application to the United States Department of Housing and Urban Development (hereinafter "HUD") for an Urban Development Action Grant (hereinafter "UDAG Grant") for funds to be used as a loan to AMGEN to partially finance the construction and equipping of said pilot plant; and

WHEREAS, in response to said application, HUD has approved UDAG Grant number B-83-AA-17-0131 which provides that $2,090,000 may be lent to AMGEN for the above purposes; and

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

NOW, THEREFORE, the parties agree as follows:

SECTION I. DEFINITIONS

The following terms when used in this Redevelopment Agreement shall have the meanings set forth in this Section:

(A) "AMGEN" shall mean Amgen, a California corporation;

(B) "Property" shall mean the land in Chicago, Illinois bounded by Lexington, Hoyne, Bowler, Polk and Leavitt Streets;

(C) "Lender" shall mean Citizens Bancorporation and its affiliates;

(D) "UDAG Grant Agreement" shall mean the Agreement numbered B-83-AA-17-0131, dated February 2, 1983, between the Secretary of Housing and Urban Development and the City of Chicago, Illinois.

The exhibits referred to above are hereby incorporated into this Agreement and made a part hereof.

SECTION II. CONSIDERATION

The City hereby agrees, in consideration of AMGEN executing this Redevelopment Agreement and agreeing to be bound

by its terms, to loan funds received pursuant to the above mentioned UDAG Grant to AMGEN in accordance with the terms of said UDAG Grant Agreement and the terms of the following agreement with AMGEN.

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

SECTION III. AGREEMENT

The City shall loan to AMGEN and AMGEN shall borrow from the City, the sum of Two Million Ninety Thousand and no/100 Dollars ($2,090,000.) subject to the following terms and conditions:

A. CONSTRUCTION LOAN

1. Interest only at the rate of 14% 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 AMGEN has certified to City and HUD that AMGEN 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 loan can be drawn as follows:

(A) Draw requests for said loan proceeds shall apply only for costs of constructing and equipping said pilot

plant and shall be made only on a monthly draw basis on A.I.A. forms, certified to and approved by AMGEN's Architect and/or Engineer, the Lender's representative and/or such other certifying official as may be approved by AMGEN and the City.

(B) Loan disbursements for said costs of constructing and equipping said pilot plant 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 the City in an amount proportionate to the total costs of the project including debt and equity financing of the total development cost but in no event less than a pro rata basis of $1.00 UDAG dollar for every $4.25 of non-UDAG funds expended by AMGEN for constructing and equipping said pilot plant including working capital.

(D) No disbursement of the loan of Grant Funds shall be made unless and until AMGEN shall have furnished to City an ALTA policy for mortgage title insurance covering the property in the full amount of the loan, insuring that City will be the holder of a lien on the subject building facility, free of encumbrances and other exceptions to title other than those approved, in advance, by City and not subordinated to any interest except the interest of the tax exempt bondholder not to exceed $8,000,000 in principal amount.

(E) No disbursement of the loan of grant funds shall be made unless and until AMGEN shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee in amount or amounts satisfactory to Lender and HUD.

(F) The construction loan (or construction phase of loan) shall be for a period not to exceed 12 months from the first disbursement of grant funds under the loan, but in no event later than December 31, 1984.

B. PERMANENT LOAN

1. Permanent Loan amount - $2,090,000 plus interest accrued during the construction phase of the loan.

2. Term of loan - 9 years, commencing not later than January 1, 1985.

3. Interest shall be charged annually on the following basis:

(a) 15% - months 1 through 36.

(b) 16% - months 37 through 108.

4. No principal or interest shall be payable on the permanent loan amount during months 1 through 36. During the first 36 months of the permanent loan, interest at 15% per annum based on the permanent loan amount shall be deferred and accrued, and said accrued interest shall be added to the permanent loan amount to form an enlarged permanent loan amount. Said enlarged permanent loan amount shall then be repaid on a direct reduction

schedule over the balance of the permanent loan term of 72 months.

5. Monthly payments of principal and interest on the enlarged permanent loan amount are to be paid during months 37 through 108 in equal installments of principal and interest at 16% per annum.

6. Upon any refinancing, sale, or other disposition of the Property during the term of the loan any outstanding balance plus accrued interest shall become immediately due and payable to City. The entire balance of the outstanding principal of the loan and all unpaid accrued interest on the loan shall at City's option become immediately due and payable upon the bankruptcy, reorganization, dissolution or liquidation of AMGEN or upon the maturity of the first mortgage, or upon the sale, exchange, disposition, refinancing, or sale under foreclosure of the Property. Should title or the equity of redemption in the Property be acquired in whole or in part, voluntarily or involuntarily by grant, lease or assignment, the entire balance of the loan and all unpaid interest and accrued interest thereon shall at the option of City be immediately due and payable.

7. The loan shall be secured by a mortgage lien in favor of City upon AMGEN's leasehold interest in the Property and all fixtures and equipment of AMGEN at the Property. The security position of the City may be subordinated to the security interest of the tax-exempt bond holder and the issuers of any

letters of credit and guaranties securing the Bonds provided that the aggregate principal amount of the tax exempt mortgage does not exceed $8,000,000. The mortgage shall also contain standard provisions to protect the interest of a second mortgagee, including a provision that a default under the tax-exempt mortgage which could permit a foreclosure by the tax-exempt mortgagee shall constitute a default under the UDAG mortgage and the unpaid principal balance and interest shall be immediately due and payable.

8. The repayment shall be a direct obligation of, or unconditionally and irrevocably guaranteed by, AMGEN.

9. Prepayment of the loan may occur at any time during the loan term without penalty.

SECTION IV. REDEVELOPMENT PLAN

A. AMGEN shall construct and equip the pilot plant located at the Property at a total development cost, including working capital, of approximately $13,190,000.

Delineation of the cost breakdown follows:

(a)	Primary Facility	$ 2,090,000
(b)	Capital Equipment	7,100,000
(c)	Architectural/Engineering	900,000
(d)	Interest, Taxes, Insurance	350,000
(e)	Professional Fees	400,000
(f)	Contingency	350,000
(g)	Working Capital	2,000,000
	Total	$13,190,000

B. Lender shall place with one or more purchasers $8,000,000 of Industrial Revenue Bonds from City, the net

proceeds of which shall be loaned to AMGEN for financing the construction and equipping of the pilot plant.

C. AMGEN shall borrow $2,090,000 of grant funds from City pursuant to this Agreement for financing construction and equipping of the pilot plant.

D. AMGEN shall provide equity funds in cash and other financing in the approximate amount of $3,100,000 to be allocated for construction and equipping of the pilot plant and working capital.

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

Activity	Commencement Date	Completion Date
Construction	November 1, 1983	December 31, 1984

SECTION V. EVIDENCE OF FINANCING

Not later than ninety days after the execution of this Redevelopment Agreement, AMGEN shall furnish the City with evidence reasonably acceptable to the City of the issuance and sale of $8,000,000 of Industrial Revenue Bonds placed by Lender for the construction and equipping of the pilot plant. AMGEN 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 $3,100,000 to be used for construction and equipping of the pilot plant and initial working capital. If AMGEN is unable or fails to furnish City with evidence of such financing by December 1, 1983, then this Agreement shall be null and void, but AMGEN shall not be deemed in default hereof.

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, 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 AMGEN shall be or be deemed an assignment of UDAG Grant funds and AMGEN 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. 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 AMGEN 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 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, 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.

SECTION XI. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

SECTION XII. CERTIFICATE OF COMPLETION

Promptly after completion by AMGEN of the Redevelopment Plan described in Section IV above, the City will furnish AMGEN

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 obligations of AMGEN 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 30 days after written request by AMGEN provide AMGEN with a written statement indicating in adequate detail how AMGEN 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 AMGEN to make or perform in order to obtain the certification.

SECTION XIII. RESTRICTIONS ON USE

During the Term of the loan provided for in Section III of this Agreement AMGEN shall use the Property for the production of products from genetic engineering technology.

SECTION XIV. MORTGAGEES 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 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 II 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 uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

SECTION XV. ENFORCED DELAY IN PERFORMANCE

A. Neither the City nor AMGEN 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, including, without limitation, strikes, lockouts, acts of God, fire and other casualties, wars and civil disturbances. 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.

B. 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 AMGEN under this Section

be considered or treated as a waiver of the rights of the City with respect to any other defaults by AMGEN 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 AMGEN or any successor in interest, in the event of any default or breach by the City for any amount which may become due to AMGEN or its successors or assigns or any obligation under the terms of this Agreement.

SECTION XVIII. EQUAL EMPLOYMENT OPPORTUNITY

AMGEN 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. AMGEN will take affirmative action to ensure the 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 of pay, or other forms of compensation, and selection for training, including apprenticeship. AMGEN agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) AMGEN 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) AMGEN 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 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 XIX. MISCELLANEOUS

(a) Notices. All notices, requests, demands, consents and other communications to or upon the parties to this Agreement shall be in writing and shall be deemed to have been given or

made when delivered by hand and a receipt obtained therefor or two days after being deposited in the mail by first-class registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as may be hereafter designated in writing by the respective parties hereto by notice similarly given:

City: Commissioner
Department of Economic Development
City of Chicago
Room 2800
30 North Clark Street
Chicago, Illinois 60602

AMGEN: Amgen
1900 Oak Terrace Lane
Thousand Oaks, California 91320

(b) Severability. Any provision of this Agreement which is prohibited or not fully enforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without otherwise invalidating the remaining provisions of this Agreement in such jurisdiction, and any such prohibition of unenforceability in any jurisdiction shall not invalidate or render unenforceable in any respect any such provision in any other jurisdiction.

(c) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws (without giving effect to the principles of conflicts of laws) of the State of Illinois.

IN WITNESS WHEREOF, The City of Chicago, Illinois and Amgen, have caused this Agreement to be duly executed as of the day and year first above provided.

CITY OF CHICAGO, ILLINOIS

By _____
Commissioner of the Dept. of
Economic Development

Amgen

By _____
_____ President

ATTEST:

_____
Secretary

EXHIBIT B

COLLATERAL AGREEMENT

THIS COLLATERAL AGREEMENT, made in Chicago, Illinois this ____ day of _____, 1983, among the CITY OF CHICAGO, ILLINOIS ("City") by and through its Department of Economic Development having its offices at Chicago, Illinois, The Citizens Trust Company of Sheboygan, Wisconsin, a Wisconsin _____ 636 Wisconsin Avenue, Sheboygan, Wisconsin 53081 as secured party for the benefit of those persons hereinafter set forth ("Secured Party"), and Amgen, a California corporation, 1900 Oak Terrace Lane, Thousand Oaks, California 91320 ("AMGEN").

W I T N E S S E T H:

WHEREAS, the Department of Economic Development of the City of Chicago, Illinois has as its primary purpose the attraction and expansion of economic development in the City of Chicago, Illinois; and

WHEREAS, AMGEN has leased a tract of land in Chicago, Illinois bounded by Lexington, Hoyne, Bowler, Polk and Leavitt Streets from the Medical Center Commission of the State of Illinois for a period of 25 years, and intends to construct on such land and equip an approximately 40,000 square foot pilot plant for the production of pharmaceuticals utilizing genetically engineered micro-organisms; and

WHEREAS, to partially finance the construction and equipping of said pilot plant, (i) the City has made an

application to the United States Department of Housing and Urban Development (hereinafter "HUD") for an Urban Development Action Grant (hereinafter "UDAG Grant") for funds to be used as a loan to AMGEN and HUD has approved UDAG Grant number B-83-AA-17-0131 which provides that $2,090,000 may be lent to AMGEN for said purpose and (ii) the City has agreed to issue $8,000,000 principal amount of its Industrial Revenue Bonds (the "Bonds"), the net proceeds of which will be loaned to AMGEN for said purpose; and

WHEREAS, as security for such Bonds, a letter of credit and/or letter of guaranty is to be issued by one or more banks or affiliates thereof (which letter of credit or letter of guaranty together with any letter or letter of guaranty issued by any banking institution or affiliate thereof in substitution or replacement of such letter of credit or letter of guaranty shall be hereinafter referred to as the "Letter of Credit") in favor of the trustee (the "Trustee") for the benefit of the bondholders; and

WHEREAS, to further assist in financing the construction and equipping of the pilot plant in the City, at the request of AMGEN, has agreed to secure AMGEN's obligations with respect to the Bonds, including, without limitation, its obligations under any loan agreement, note or similar document or instrument relating to the Bonds and its obligation to reimburse the issuer of the Letter of Credit for any amounts drawn by the Trustee against the Letter of Credit (hereinafter the

"Obligations") by the assignment and pledge of certain revenues to Secured Party;

NOW, THEREFORE, the parties agree as follows:

1. As security for the performance of the Obligations, the City hereby assigns and pledges unto Secured Party, and grants a security interest in favor of Secured Party in, all of its right, title and interest to and in the right to receive payments from the Chicago Options Exchange Building Corporation and the Chicago Board of Options Exchange, Inc. (collectively together with the successors and assigns of each of them, the "CBOE") under that certain Redevelopment Agreement and each guaranty thereof (the "CBOE Agreement") between the City and the CBOE relating to UDAG Grant Number B-81-AA-17-0058, as the CBOE Agreement may be amended or supplemented from time to time, provided, however, that the amounts payable under the CBOE Agreement so assigned and pledged hereunder shall not exceed the amounts set forth in Schedule A attached hereto during each of the years indicated on such Schedule A and shall not exceed $3,000,000 in aggregate amount.

The payments hereby granted, assigned and pledged hereunder, together with any net income or gain, from the investment and reinvestment thereof, are hereinafter called the "Collateral."

Notwithstanding the foregoing the payments pledged under this Agreement shall not be cumulative from year to year in any amount (except that any difference between $3,000,000 and the aggregate of the amounts payable under the CBOE Agreement

assigned and pledged hereunder may be payable on and after February 28, 1991 until such time as the aggregate of the amounts payable under the CBOE Agreement assigned and pledged hereunder plus the aggregate of any net income or gain on the investment thereof shall equal and shall be payable solely from proceeds, if any, received in the same calendar year such payment amount is pledged.

2. Secured Party agrees to hold the Collateral in a separate account, and to apply the Collateral as follows:

(a) Upon the occurrence of an Event of Default under the trust indenture or other instrument under which the Bonds are issued, Secured Party shall apply the Collateral in payment of the Obligations.

(b) Upon the earlier of (i) the satisfaction, and the discharge of all the obligations or (ii) the expiration of ten years after the date of issuance of the Bonds, Secured Party shall pay the Collateral to the City.

(c) Any Collateral which exceeds $4,000,000 in aggregate amount shall be paid to the City.

3. The Collateral shall, subject to any requirements of law relating to the investment of public funds, be invested, and where necessary reinvested by Secured Party, from time to time at Secured Party's reasonable discretion in (i) obligations of the United States Government or fully guaranteed as to interest and principal by the United States Government, maturing in not more than three months, (ii) certificates of deposit

having a final maturity of not more than 90 days after the date of issuance thereof of any commercial bank incorporated or authorized to do business in the United States of America under the laws of the United States of America or any state thereof or the District of Columbia, which in either case has a combined capital and surplus of not less than $2,000,000,000 and (iii) commercial paper, rated P-1 by Moody's Investors Service, Inc., or A-1 by Standard and Poor's Corporation, having a remaining term until maturity of not more than three months. Any net income and gain so realized shall be held and applied by Secured Party as a part of the Collateral.

4. City agrees that during the term of this Agreement it will not:

(a) Terminate the CBOE Agreement or amend or modify it, except as permitted thereunder, in any manner which would adversely affect the rights and interests of Secured Party hereunder or the obligees of the Obligations; or

(b) Permit the payment or receipt of any of the sums pledged or assigned hereunder prior to the date said sums are to be paid under the CBOE Agreement unless such sums are paid to Secured Party to be held as a part of the Collateral; or

(c) Pledge, assign or grant a security interest in the Collateral, other than as provided herein.

5. AMGEN agrees that upon demand by the City, it will pay to the City any sums which Secured Party has applied pursuant to Section 2(a) hereof in satisfaction of the Obligations.

6. The sums pledged and assigned hereunder shall never constitute a general obligation of the City or the State of Illinois (the "State") within the meaning of any constitutional, statutory or charter provision or limitation and shall never constitute nor give rise to a charge against the general credit, funds or assets of the City or the State, or the taxing powers of the City or the State, but shall be a limited obligation of the City payable solely from the proceeds, if any, of the CBOE Agreement.

7. All notices, requests, demands, consents and other communications to or upon the parties to this Agreement shall be in writing and shall be deemed to have been given or made when delivered by hand and a receipt obtained therefor or two days after being deposited in the mail by first-class registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as may be hereafter designated in writing by the respective parties hereto by notice similarly given:

City: Mayor of Chicago
City Hall
Room 507
Chicago, Illinois 60602

AMGEN: Amgen
1900 Oak Terrace Lane
Thousand Oaks, California 91320
Attention: Corporate Secretary

Secured Party: The Citizens Trust Company
of Sheboygan, Wisconsin
636 Wisconsin Avenue
Sheboygan, Wisconsin 53081

8. In taking any action whatsoever hereunder, Secured Party shall be protected in relying upon any notice, paper or other document believed by it to be genuine, or upon any evidence deemed by it to be sufficient, and in no event shall be liable hereunder for any act performed or omitted to be performed by it hereunder, in the absence of gross negligence or bad faith. The Secured Party may consult with counsel in connection with its duties hereunder and shall be fully protected in any act taken, suffered or permitted by it in good faith in accordance with the advice of such counsel. The Secured Party shall be entitled to receive payment from AMGEN of its reasonable fees and expenses as secured party hereunder, including, without limitation, any counsel fees.

9. The rights and obligations of Secured Party hereunder may upon the request of AMGEN and Secured Party be transferred to and assumed by any other bank or trust company or affiliate thereof in connection with any transfer of the Bonds or any replacement or substitution of any Letter of Credit. Upon

such transfer and assumption, such successor shall be the Secured Party for all purposes of this Agreement.

10. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws (without giving effect to the principles of conflicts of laws) of the State of Illinois. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, The City of Chicago, The Citizens Trust Company of Sheboygan, Wisconsin and Amgen, have caused this Agreement to be duly executed as of the day and year first above provided.

CITY OF CHICAGO, ILLINOIS

By _____
Commissioner of the Dept. of
Economic Development

THE CITIZENS TRUST COMPANY OF
SHEBOYGAN, WISCONSIN

By _____
Title _____

Amgen

By _____
_____ President

SCHEDULE A

ASSIGNED PAYMENTS

November 11, 1983	$213,000.00
May 12, 1984	135,000.00
August 31, 1984	86,557.00
February 28, 1985	142,350.00
August 31, 1985	142,350.00
February 28, 1986	142,350.00
August 31, 1986	142,350.00
February 28, 1987	142,350.00
August 31, 1987	142,350.00
February 28, 1988	142,350.00
August 31, 1988	142,350.00
February 28, 1989	142,350.00
August 31, 1989	142,350.00
February 28, 1990	441,761.40
August 31, 1990	441,761.40
February 28, 1991	258,420.20

(Continued from page 1989)

WHEREAS, It is projected that the rehabilitation and expansion project will create approximately 164 new, permanent jobs benefitting the economically distressed Chicago Lawn Community, and generate approximately $84,000.00 in additional tax revenue; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of $1,156,000.00 to be used along with private funds in the expansion and development plans; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of $1,156,000.00 for the Greater Southwest Community Development Corporation Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Greater Southwest Community Development Corporation Project.

SECTION 4. This ordinance shall be effective immediately upon 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Filing of U.D.A.G. Application with H.U.D. Authorized for Granite Technologies for Project Located at No. 2434 W. Fulton St.

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

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

WHEREAS, The Granite Technologies Corporation has proposed to create a stone cutting and finishing plant located at 2434-2458 West Fulton Street in the 27th Ward of the City of Chicago by expending private funds in the amount of $3,150,000; and

WHEREAS, It is projected that the project will create approximately 80 new jobs benefitting the economically distressed Near West Side Community; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of $735,000 to be used along with private funds to construct and equip the facility; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of $735,000 for the Granite Technologies Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Granite Technologies Project.

SECTION 4. 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Filing of U.D.A.G. Application with H.U.D. Authorized for Lawson Distributing/Flyer Industries for Project Located in Northwest Center for Industry.

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

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

WHEREAS, Lawson Distributing/Flyer Industries Corporation has proposed to build a new assembly for transit diesel powered coaches to be located in the Northwest Center for Industry area at Chicago and Cicero Avenues in the 28th Ward of the City of Chicago by expending private funds in the amount of $4,770,000; and

WHEREAS, It is projected that the rehabilitation and expansion project will create approximately 78 new, permanent jobs benefitting the economically distressed Austin Community; and

WHEREAS, The City of Chicago, through the Department of Economic Development has prepared an application for an Urban Development Action Grant in the amount of $840,000 to be used along with private funds to construct and equip the assembly plant; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to submit to the United States Department of Housing and Urban Development an application for an Urban Development Action Grant in the amount of $840,000 for the Lawson Distributing/Flyer Industries Project.

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

SECTION 3. That upon the approval of the above application by the Secretary of the United States Department of Housing and Urban Development, the Mayor of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement by and between the City of Chicago and the United States Department of Housing and Urban Development for the partial funding of the Lawson Distributing/Flyer Industries Project.

SECTION 4. 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Execution of Grant Application Authorized with I.D.O.T. for Pedestrian Safety Project.

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

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

WHEREAS, The Department of Public Works, Bureau of Traffic Engineering and Operations is empowered to foster public safety; and

WHEREAS, The safety of Chicago's pedestrians is an important part of the City's traffic safety effort; and

WHEREAS, The federal government through the Illinois Department of Transportation will provide up to 75% of a pedestrian safety program, and the City will be able to use the cost of existing personnel on the City payroll as its matching share, thus putting the City of Chicago under no financial obligation; and

WHEREAS, The Pedestrian Safety Project of the Department of Public Works, Bureau of Traffic

Engineering and Operations will be a cooperative effort with the Chicago Police Department and Bureau of Street Traffic; and

WHEREAS, The Project will include funds in the following amounts:

Federal Share	$ 27,920
City Share	23,875
Total Project Funds	$ 51,795;

and

WHEREAS, Such projects increase the safety of the citizens of Chicago; and

WHEREAS, It is required that this Project comply with the Civil Rights Act of 1964, and the Hatch Act; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file a grant application with the Illinois Department of Transportation for funds in the amount of $51,795 of which $27,920 will be provided by the federal government and $23,875 will be provided by the City of Chicago using existing budgeted items as a match, for the Pedestrian Safety Project.

SECTION 2. That the Mayor is authorized to execute and file such application or any other document required by the United States Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to certify contracts pertaining to the grant application of $51,795 between the City of Chicago and the Illinois Department of Transportation.

SECTION 4. That the City Comptroller is directed to disburse the grant funds as required to carry out the Pedestrian Safety Project.

SECTION 5. That the Director of Public Works, Bureau of Traffic Engineering and Operations is authorized to furnish such additional information as the Illinois Department of Transportation may require in connection with the application or agreements.

SECTION 6. That this ordinance shall be in force and effect 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, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

Authority Granted for Amended M.F.T. Funds for Snow and Ice Control on Various Streets and Highways During 1983.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $1,928,734.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Snow and Ice Control Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1983 and ending December 31, 1983.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

On motion of Alderman 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Allocation of M.F.T. Funds Authorized for Street Cleaning During 1983.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of $1,000,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Street Cleaning Maintenance of Improved Streets, County Highways and State Highways by day labor during the period commencing January 1, 1983 and ending December 31, 1983.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

On motion of Alderman 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Allocation of M.F.T. Funds Authorized for Repairs to Pavements During the Year 1983.

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 authority is hereby given to make repairs to pavements in Improved Streets, County Highways or State Highways for the period beginning January 1, 1983 and ending December 31, 1983 by use of the asphaltic street repair materials, concrete street repair material or other standard street repair materials, as required to bring the pavements and their appurtenances to a good state of repair, at a cost not to exceed $917,038.00 to be paid from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $917,038.00 for repairs to pavements in Improved Streets, County Highways or State Highways which shall be work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1983 and ending December 31, 1983.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specifications and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Allocation of M.F.T. Funds Authorized for Curb and Gutter Repairs During Year 1983.

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

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

SECTION 1. Authority is hereby granted to reconstruct curb and combined curb and gutters in various improved streets, County Highways or State Highways for the period beginning January 1, 1983 and ending December 31, 1983. Where necessary, the project shall include new pavement, sidewalk, curb and gutter and drainage structures lying adjacent to or in the path of said repair or reconstruction. The cost shall not exceed $336,982.00 to be paid from that part of Motor Fuel Tax Funds which has been or may be allotted to the City of Chicago.

SECTION 2. That there is hereby allocated the sum of $336,982.00 for repairs to curbs and gutters in improved streets, County Highways or State Highways which shall be for work for which estimates are to be filed with the Division of Highways, Department of Transportation of the State of Illinois for the period beginning January 1, 1983 and ending December 31, 1983.

SECTION 3. That the Commissioner of Streets and Sanitation shall prepare the necessary specification and estimates for these repairs and shall do same, either by day labor or contract.

SECTION 4. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 6. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 7. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 8. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 9. That this ordinance shall be in force and effect 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Amendatory Ordinance Authorizing Transfer of Unexpended M.F.T. Funds to City's Unobligated M.F.T. Fund.

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

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

SECTION 1. That the ordinance passed by the City Council on July 8, 1969 and appearing on page 5760 of the Journal of Proceedings decreasing the allocation of M.F.T. funds for various projects with the balance returned to the City's unobligated M.F.T. fund be amended to read as follows:

"SECTION 1. That the ordinance listed below in columns 1 and 2 passed by the City Council on the date and page indicated in Column 3, appropriating the amounts indicated in Column 4 of Motor Fuel Tax funds, 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 fund."

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

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

Table attached to this ordinance reads as follows:

M.F.T. Project Number	*Location*	*Date & Page of Council Order*	*Amount of Council Order*	*Amount to be Transferred to Unobligated M.F.T. Fund*	*Amount of Amended Council Order*
471	Channelization - 1965	7-8-69 5760	$397,640.00	$119,009.25	$ 46,000.00

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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Allocation of M.F.T. Funds Amended for Installation of Traffic Control Signals at N. Ashland Av. and W. Erie St. and to Close Out Projects.

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. The ordinance passed by the City Council of the City of Chicago on April 22, 1981 on page 5976 of the Journal of the Proceedings of said date, authorizing and directing the Commissioner of Streets and Sanitation to rehabilitate and/or install traffic signals, is hereby amended and closed as follows:

Intersection	*Estimated Cost*
North Ashland Avenue and West Erie Street M.F.T. Project No. 1717 Section: 2121.1C.S.	$ 85,000.00
Be and the same is hereby amended and closed as follows:	
By deleting the estimated cost of	85,000.00
And inserting in lieu thereof the amending and closing amount of	88,828.36

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. 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 Regional Transportation Engineer for the Northeast Region of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Allocation of M.F.T. Funds Amended for Installation of Traffic Control Signals at 63rd and S. State Sts. 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. The ordinance passed by the City Council of the City of Chicago on September 13, 1978 on page 8236 of the Journal of the Proceedings of said date, authorizing and directing the Commissioner of Streets and Sanitation to rehabilitate traffic signals, is hereby amended and closed as follows:

Intersection	*Estimated Cost*
South State Street and 63rd Street M.F.T. Project No. 1701 Section: 1314.1	$ 70,000.00
Be and the same is hereby amended and closed as follows:	
By deleting the estimated cost of	70,000.00
And inserting in lieu thereof the amending and closing amount of	71,502.81

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel funds allocated for any other project shall not be transferred to this project, either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. 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 Regional Transportation Engineer for the Northeast Region of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Allocation of M.F.T. Funds Amended for Installation of Traffic Control Signals at Sundry Locations and to Close Out Projects.

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. The ordinance passed by the City Council of the City of Chicago on December 4, 1980 and appearing on page 4402 of the Journal of the Proceedings of the City Council of the City of Chicago authorizing and directing the Commissioner of Streets and Sanitation to install traffic signals, is hereby amended and closed as follows:

Intersection	*Estimated Cost*
North Lake Shore Drive Ramps, North Recreation Drive and West Irving Park Road	$ 90,000.00

Be and the same is hereby amended and closed as follows:

By deleting the estimated cost of	$ 90,000.00
And inserting in lieu thereof the amending and closing amount of	104,846.96

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The Operating Department shall maintain a separate ledger account for each project utilizing standard classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. 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 Regional Transportation Engineer for the Northeast Region of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Transfer of Funds Authorized in the Legislative Reference Bureau.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1983. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1983 payable from such appropriations.

From: *Account*	*Purpose*	*Amount*
100-1280-245	Reimbursement to Travelers	$ 2,500.00
To: *Account*	*Purpose*	*Amount*
100-1280-157	Rental of Equipment and Stationery	$ 1,900.00
100-1280-350	Stationery and Office Supplies	$ 600.00

SECTION 2. This ordinance shall be in full force and effect 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

Authority Granted for Issuance of Free Permits for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred August 31, 1983, sundry proposed ordinances transmitted therewith to authorize issuance of free permits, for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

On separate motions made by Alderman Burke *each* of the said proposed ordinances and 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

Nays--None.

Alderman Stemberk 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 ordinance or order):

Esperanza School.

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 Esperanza School (not-for-profit corporation registered

with the State of Illinois) for the construction of a gymnasium and a Recreation-Leisure Center for the handicapped on the premises known as No. 520 N. Marshfield Avenue.

Said building shall be used exclusively for school 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.

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Haven of Rest Baptist Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary to Haven of Rest Baptist Church, No. 7925 S. Chicago Avenue, for construction of a new church on the premises known as No. 7925 S. Chicago Avenue.

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

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

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J.W.C. Enterprises, Inc.

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 J. W. C. Enterprises, Inc., No. 1140 W. 110th Place, Chicago, for extending City's communication lines and for the installation of a fire alarm box inside the main entrance on the premises known as Nos. 1257-59 W. 111th Street.

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

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

City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued Against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred on August 31, 1983 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	*Warrant No. and Type of Inspection*	*Amount*
Chicago Service for Work Rehabilitation/ Lincoln Park Rehabilitation Center (sundry locations)	B1-301520	$ 34.50
	B1-301521	23.00
	B1-301864	34.50
	B1-301865 (Bldg.)	34.50
	P1-304218 (Fuel Burn. Equip.)	150.00
Donnelly-Elliott Center No. 3947 S. Michigan Avenue	P1-114087	30.00
	P1-324312 (Fuel Burn. Equip.)	20.00
K.A.M. Isaiah Temple No. 1100 E. Hyde Park Boulevard	P1-200831 (Fuel Burn. Equip.)	65.00
Northwestern Memorial Hospital (sundry locations)	A1-207026	488.00
	A1-207163	334.00
	A1-207332 (Elev.)	314.00
	D4-095490	8,605.60
	D4-195465	8,605.60
	D4-295364 (Sign)	12,250.58
Passavant Hospital No. 303 E. Superior Street	D4-295110 (Sign)	723.28
Sydney R. Forkosh Memorial Hospital No. 2544 W. Montrose Avenue	B4-200003 (Bldg.)	80.50
University of Chicago (sundry locations)	A1-306167	46.00
	A1-306224	73.00
	A1-306196	150.00
	A1-306383	23.00
	A1-306595	75.00
	A1-306225 (Elev.)	23.00
	B4-300176 (Bldg.)	57.50
Wesley Memorial Hospital No. 250 E. Superior Street	D4-295539 (Sign)	1,030.76
Winthrop Towers (HUD) (sundry locations)	A1-306404 (Elev.)	50.00
	B1-310243 (Bldg.)	149.50
	P1-303712 (Fuel Burn. Equip.)	140.00

On motion of Alderman Burke the foregoing proposed 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

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) recommending that the City Council pass said proposed orders transmitted therewith to grant authority to lay water mains at sundry locations.

On separate motions of Alderman Burke *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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

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:

S. Artesian Avenue between W. Jackson Boulevard and S. Campbell Avenue, 673 feet of 8-inch ductile iron water pipe,

at the total estimated cost of $88,533.57, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 37400.

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

S. Parnell Avenue from W. 88th Street to W. 90th Street, 1255 feet of 8-inch ductile iron water pipe,

at the total estimated cost of $189,343.44, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 37398.

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

S. Kedzie Avenue from W. 111th Street to W. 110th Street, 723 feet of 8-inch ductile iron water pipe,

at the total estimated cost of $106,282.96, chargeable to Account No. 8285(7930).557 - Betterment.

The above work is to be done under Order No. 71522.

—

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

S. Gilbert Court to S. Vincennes Avenue, to 800 feet N.N.L., 79ft. of 8-in. D.I.W.P.,

at the total estimated cost of $93,156.39, chargeable to Account No. 200-8285(7930).557.

The above work is to be done under Order No. 37395.

—

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

S. Kerfoot Avenue from S. Vincennes Avenue to W. 83rd Street-1297 feet of 8-inch ductile iron water pipe,

at the total estimated cost of $172,071.76, chargeable to Account No. 200-8285(7930).557.

The above work is to be done under Order No. 37393.

—

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

S. Lowe Avenue from W. 87th Street to S. Vincennes Avenue,

at the total estimated cost of $164,063.95, chargeable to Account No. 200-8285(7930).557.

The above work is to be done under Order No. 37394.

———

Authority Granted to Install Private Benefit Traffic Control Signal at No. 2750 W. 79th Street.

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

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the installation of a "Private Benefit Traffic Control Signal" at No. 2750 W. 79th Street.

On motion of Alderman Burke 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, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--47.

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, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers 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 2033 thru 2035 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or 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 Order printed on page 2036 of this Journal.]

REPORT DATE 9/12/83
PROGRAM--PR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/14/83

REGULAR ORDERS

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TERMINAL-- W1
OPERATOR--MJM

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANGARONE	JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/18/82	22.00
BAKER	KENT T	POLICE OFFICER	EIGHTEENTH DISTRICT	4/23/83	809.00
BAUSCHARD	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/18/82	30.00
BULL	THOMAS	POLICE OFFICER	FIFTH DISTRICT	5/18/83	215.47
CARTOSCIA	JOHN A	POLICE OFFICER	NINETEENTH DISTRICT	3/17/72	6017.18
CURLEY	RICHARD	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	12/18/82	20.00
DAVIS JR	LOVE	POLICE OFFICER	TWELFTH DISTRICT	10/01/82	25.00
DRUST	WAYNE	POLICE OFFICER	ELEVENTH DISTRICT	5/31/83	1401.07
GREENWICH	FRANK C	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/32	319.00
HARTMANN	ANN	POLICE OFFICER	RECRUIT TRAINING	1/28/83	30.00
HOPKINS	DANIEL	POLICE OFFICER	TENTH DISTRICT	1/19/93	1080.00
KAPUS	DAVID J	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/13/82	7.00
KURNAT	JOHN C	POLICE OFFICER	ELEVENTH DISTRICT	8/08/81	564.00
MCKNABB	ROBERT	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/25/83	8.00
PEDERSON	WILLIAM	POLICE OFFICER	AUTO THEFT SECTION	3/28/33	85.00
SCHAEFER	RUSSELL D	POLICE,OFFICER	PUBLIC TRANSPORTATION-MASS TRA	5/13/93	568.20
WARE	BARBARA E	POLICE OFFICER	EIGHTH DISTRICT	6/12/81	105.00
BAUER	GERALD	FIREFIGHTER	TRUCK 41	7/05/83	35.00
BOATNER	JOSEPH	LIEUTENANT	ENGINE COMPANY 93	6/16/83	73.00
BUTLER.	JAMES	FIREFIGHTER	ENGINE COMPANY 74	4/08/83	65.00
BYLAK	STEVEN	FIREFIGHTER.	ENGINE COMPANY 96	6/27/83	149.00
CARASOTTI	JOHN	LIEUTENANT	TRUCK 48	6/22/83	115.50
CASEY	KEVIN	FIREFIGHTER	ENGINE COMPANY 117	11/29/82	167.75
CHASE	MAHLON	FIREFIGHTER	TRUCK 19	7/31/83	189.00
CLATCH	MICHAEL	FIREFIGHTER	TRUCK 9	6/18/83	137.00
CNOTA	FRED A	PARAMEDIC	AMBULANCE 18	6/30/83	104.05
COLON	PATRICIA	PARAMEDIC	AMBULANCE 33	2/15/93	16.00
CONROY	ANN	PARAMEDIC	AMBULANCE 3	5/12/83	322.00
DEENIHAN	BRIAN	FIREFIGHTER	TRUCK 30	6/13/83	3358.00
DERANSBURG	DALE	FIREFIGHTER	ENGINE COMPANY 162	4/14/83	600.00
DIRSCHL	DONALD	FIREFIGHTER	ENGINE COMPANY 88	7/25/83	123.55
DIX	ARTHUR	FIREFIGHTER	ENGINE COMPANY 4	6/30/83	92.75
DOUCET	IRVING	FIREFIGHTER	ENGINE COMPANY 124	7/26/83	40.00
DROZD	KEVIN	PARAMEDIC	AMBULANCE 19	5/14/82	95.10
DUBBERKE	ROBERT	FIREFIGHTER	TRUCK 13	3/05/93	90.00
DYRA	WILLIAM	FIREFIGHTER	TRUCK 53	5/31/83	12.00
DZIEDZIC	ROBERT	FIREFIGHTER	ENGINE COMPANY 68	5/31/83	913.66
ERNST	CARL	FIREFIGHTER	TRUCK 27	7/19/83	766.86
FORD	RICHARD	FIREFIGHTER	TRUCK 12	7/11/83	275.05
GACKI	MICHAEL	FIREFIGHTER	CANDIDATE TRAINING	3/22/83	172.00
GANSEL	KEITH	PARAMEDIC	AMBULANCE 35	4/01/83	35.00
GARRITY	JAMES E	FIREFIGHTER	ENGINE COMPANY 79	6/25/83	27.25
GLENNON	JOHN R	PARAMEDIC	AMBULANCE 6	4/09/83	40.00
GORNY	RICHARD J	FIREFIGHTER	TRUCK 25	7/01/83	245.50
GRECO	THOMAS	FIREFIGHTER	SQUAD 4	4/24/83	119.00
GREER	CHARLES	FIREFIGHTER	TRUCK 5	4/11/83	75.00
HANKS	TIMOTHY	PARAMEDIC	AMBULANCE 23	9/29/82	135.00
HARRINGTON	MICHAEL	FIREFIGHTER	ENGINE COMPANY 98	7/28/83	109.10
HASSAN	ABDUR-RAHMAN	FIREFIGHTER	TRUCK 11	5/27/83	66.00

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OPERATOR--MJM

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/28/83

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HERHOLD	CAROL	PARAMEDIC	AMBULANCE 5	11/04/82	104.00
HORIST	RONALD	ENGINEER	ENGINE COMPANY 10	1/17/83	1359.25
HOVANEC	DAVID	FIREFIGHTER	ENGINE COMPANY 109	6/18/83	135.50
JOHNSON	MARVIN	FIREFIGHTER	TRUCK 10	6/15/83	130.50
JOYNER	KEVIN	FIREFIGHTER	TRUCK 59	6/16/83	117.00
KELLY	JAMES	FIREFIGHTER	SQUAD 4	6/21/83	70.00
KERNEY	WILLIAM	PARAMEDIC	AMBULANCE 19	4/08/83	66.00
KEYS	LESTER H	FIREFIGHTER	TRUCK 33	6/18/83	118.00
KIMMEL	FREDERICK	PARAMEDIC	AMBULANCE 42	7/15/83	231.50
KING	ROBERT	PARAMEDIC	AMBULANCE 5	7/03/83	245.50
KINNIE	EARNEST	FIREFIGHTER	TRUCK 4	5/13/83	145.00
KURCZEK	JOHN	FIREFIGHTER	ENGINE COMPANY 68	5/31/83	769.91
MCCARTHY	THOMAS	PARAMEDIC	AMBULANCE 11	7/17/83	226.25
MCCLORY	FRANK	FIREFIGHTER	ENGINE COMPANY 95	10/25/82	51.00
MINOGUE	KATHLEEN	PARAMEDIC	AMBULANCE 26	4/02/83	42.39
MOSCYNSKI	THOMAS	FIREFIGHTER	ENGINE COMPANY 11	10/03/82	113.75
MUIR	ROBERT S	FIREFIGHTER	ENGINE COMPANY 83	4/09/83	146.35
OLSEN	WILLIAM	BATTALION CHIEF	BATTALION 17	2/20/83	279.29
REDMOND	ROGER N	FIREFIGHTER	SQUAD 1	9/06/83	144.50
ROMANO	THOMAS	FIREFIGHTER	ENGINE COMPANY 55	3/08/83	230.00
ROTH	GARY	FIREFIGHTER	SQUAD 1	4/09/83	300.00
SKINNER	CARY	FIREFIGHTER	CANDIDATE TRAINING	3/02/83	216.58
VERSCHELDE	GEORGE	FIREFIGHTER	ENGINE COMPANY 15	6/22/83	13.00

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OPERATOR--MJM

POLICE AND FIRE EXPENDITURE REPORT

BUDGET YEAR 1983

MEETING	POLICE DEPARTMENT NO OF CLAIMS TYP A	TYP B	TOT AMT OF VCHERS TYPE A	TYPE B	FIRE DEPARTMENT NO OF CLAIMS TYP A	TYP B	TOT AMT OF VCHERS TYPE A	TYPE B	TYPE A TOTAL	TYPE B TOTAL	MEETING TOTAL	EXPENDED TO DATE	BUDGET BALANCE
1/07/83	33	28	3767.80	9806.35			0.00	0.00	3767.80	9806.35	13574.15	13574.15	2947360.37
1/17/83	77	16	25730.51	2365.90	1		128.00	0.00	25859.51	2365.90	28224.41	41798.56	2819135.78
1/28/83	199	48	48105.05	15481.93	72	4	57640.04	839.40	105745.09	16321.33	122066.42	163864.98	2697069.56
3/07/83	246	79	113009.78	40581.17	87	2	29515.48	1707.40	142525.26	42288.57	184813.83	348678.81	2512255.73
3/25/83	24	12	21516.25	9580.65	18	2	3180.67	242.00	24696.92	9822.65	34519.57	383198.38	2477736.16
3/31/83	72	41	41518.80	17748.20	4		309.50	0.00	41827.30	17748.20	59575.50	442773.88	2418160.66
4/13/83	69	65	29493.74	17637.95	55	4	45327.99	667.90	74821.73	18305.85	93127.58	535901.46	2325033.09
4/29/83	162	54	55561.30	39744.23	13	4	3343.00	1406.50	58904.30	41150.73	100055.03	635956.49	2224978.05
5/25/83	234	162	92055.31	132062.56	1	1	90.65	2855.50	92145.96	134918.06	227064.02	863020.51	1997914.03
7/06/83	40	12	4687.67	25225.53			0.00	0.00	4687.67	25225.53	29913.20	892933.71	1968000.83
7/13/83	31	16	6219.99	4259.51	104	10	29825.50	8959.62	36045.49	13219.13	49264.62	942198.33	1918736.21
7/27/83	68	35	19825.88	16625.30	61	1	39900.69	1500.00	59726.57	18125.30	77851.87	1020050.20	1840884.34
8/10/83	92	44	30115.63	53373.35	41	17	13624.77	7026.70	43740.40	60400.05	104140.45	1124190.65	1736743.89
8/17/83	25	3	13390.07	56888.45	45	1	27019.39	6922.06	40409.46	63710.51	104119.97	1228310.62	1632623.92
8/31/83	123	62	29437.64	74826.77	32	4	5767.05	6709.80	35204.69	81536.57	116741.26	1345051.88	1515882.66
9/14/83	17	25	11307.92	32838.96	55	14	14089.99	22617.21	25397.91	55456.17	80854.08	1425905.96	1435028.58
12/31/83		1	0.00	215.00			0.00	0.00	0.00	215.00	215.00	1426120.96	1434813.59

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OPERATOR--MJM

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/28/83

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CUYNE	JOHN C	POLICE OFFICER	TENTH DISTRICT	5/29/81	250.00
DELISA	GAETANO J	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	2/16/83	36.00
DEPILLARS	LILLIAN I	POLICE OFFICER	THIRD DISTRICT	5/22/83	177.70
DROBNIESKI	ROBERT S	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/05/82	505.00
GRAYZECK	CHARLES	POLICE OFFICER	SEVENTEENTH DISTRICT	3/01/83	3490.00
GUNNELL	PATRICK C	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	3/26/81	45.00
JOHNSON	ROLLINS	POLICE OFFICER	SECOND DISTRICT	10/24/80	340.00
KOSTRZEWA	KENNETH	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/82	5901.76
MEDICI	SALVATORE L	POLICE OFFICER	NINTH DISTRICT	5/21/83	278.00
MINICH	JOHN	POLICE OFFICER	EIGHTH DISTRICT	4/09/83	365.00
PESTELLE	ROBERT	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	7/18/82	5167.61
QUINLISK	PHILIP	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/30/83	202.30
RAITANO	JOSEPH S	POLICE OFFICER	FOURTEENTH DISTRICT	5/09/83	5980.08
REMBISZEWSKI	STANLEY	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	5/04/83	175.00
RESTIVO	BENEDICT	POLICE OFFICER	FOURTEENTH DISTRICT	5/09/83	6978.98
ROCHON	DAISY E	POLICE OFFICER	FIFTEENTH DISTRICT	5/19/83	392.00
SALVI	GREG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/02/83	133.39
SCHNOOR	RAYMOND	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	5/31/83	102.00
SMITH	KENNETH G	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	5/25/83	126.00
SPRINCZ	WILLIAM	POLICE OFFICER	YOUTH DIVISION AREA FIVE	11/13/82	422.75
SPRINGER	CHARLES	SERGEANT	GANG CRIMES ENFORCEMENT DIVISI	5/25/83	699.40
THOMAS	MARIANNE Y	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/29/83	185.00
TREVINO	DANIEL G	POLICE OFFICER	ENFORCEMENT SECTION	12/05/82	680.00
VALKENBURG	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	2/03/83	23.99
WASHINGTON	JAMES	POLICE OFFICER	EIGHTH DISTRICT	4/28/83	182.00
AGUIRRE	RUDY	PARAMEDIC	AMBULANCE 34	7/14/82	30.00
BULMASH	JILL	PARAMEDIC	AMBULANCE 19	9/08/82	8959.27
BURKE	JOHN	CAPTAIN	TRUCK 53	4/14/79	30.00
CAROLAN	PATRICK	FIREFIGHTER	SQUAD 5	6/26/83	193.00
GORMAN	ROBERT	CAPTAIN	SNORKEL 5	1/30/83	460.89
HANKS	TIMOTHY	PARAMEDIC	AMBULANCE 23	10/14/82	186.00
HOWE	THOMAS	PARAMEDIC	AMBULANCE 11	12/08/82	195.00
LEDERIS	FRANK	FIREFIGHTER	ENGINE COMPANY 95	7/19/82	313.50
LEWANDOWSKI	THADDEUS	LIEUTENANT	TRUCK 47	1/29/83	7919.90
MCVARDY	JAMES	LIEUTENANT	DISTRICT RELIEF 5	3/05/83	80.00
MORRO	GERALD	FIREFIGHTER	ENGINE COMPANY 59	2/13/83	50.00
THOMSON	RICK	FIREFIGHTER	TRUCK 47	1/29/83	482.50
WITRY	GEORGE	ENGINEER	REPAIR SHOP	2/25/82	192.15
WOOD	ROBERT E	LIEUTENANT	ENGINE COMPANY 57	2/25/83	3525.00

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, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said order as passed:

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

[Regular Orders printed on pages 2038 thru 2039 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered 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 Order printed on page 2040 of this Journal.]

RUN DATE [illegible]
PROGRAM--[illegible]

CITY OF CHICAGO

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OPERATOR--[illegible]

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/28/83

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARLEN	JERRY	SERGEANT	STATE DISTRICT	7/15/[illegible]	26059.32
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	7725.29
PETKOVICH	PAUL	POLICE OFFICER	CENTRAL INVESTIGATION UNIT	3/[illegible]/[illegible]	3129.01
SICILIANI	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	10/27/60	2936.47
SMANDRA	MICHAEL	POLICE OFFICER	YOUTH DIVISION AREA FOUR	11/13/[illegible]	8433.00
STACK	ROGER F	POLICE OFFICER	FIFTEENTH DISTRICT	11/24/[illegible]	424.00
LYNCH	GEORGE	LIEUTENANT	ENGINE COMPANY 55	9/14/[illegible]	140.00
THOMPSON-	JOHN	FIREFIGHTER	ENGINE COMPANY [illegible]	3/15/[illegible]	5097.65

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/28/83

REGULAR ORDERS

EMPLOYEE LAST	EMPLOYEE FIRST	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HARLOW	JERRY	SERGEANT	SIXTH DISTRICT	7/15/83	26859.32
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	7725.29
POTKOVICH	GEORGE	POLICE OFFICER	CENTRAL INVESTIGATION UNIT	3/23/83	3129.01
SIEBLECKI	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	10/27/80	2938.47
SMANDRA	MICHAEL	POLICE OFFICER	YOUTH DIVISION AREA FOUR	11/13/82	8439.00
STACK	ROGER	POLICE OFFICER	FIFTEENTH DISTRICT	11/24/79	424.00
LYNCH	GEORGE	LIEUTENANT	ENGINE COMPANY 55	9/14/82	140.00
THOMPSON	JOHN	FIREFIGHTER	ENGINE COMPANY 3	3/15/82	5037.65

REPORT DATE 9/27/83
PROGRAM--EPRT70

C I T Y O F C H I C A G O

CITY COUNCIL MEMBERS

COUNCIL MEETING OF 9/28/83

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OPERATOR--SAM

THIRD PARTY ORDERS

********** EMPLOYEE **********	********** RANK **********	********** UNIT OF ASSIGNMENT **********	DATE INJURED	VOUCHER TOTAL
BURG	PAUL V	POLICE OFFICER	EIGHTH DISTRICT	3/31/83	372.80
HEATHCOTT	P[illegible]	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/22/82	2[illegible]5.00
MERKEL	[illegible] J	POLICE OFFICER	YOUTH DIVISION AREA FOU	3/26/83	5290.35
KALLAS	[illegible]	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	12/02/82	27[illegible].00
LESAK	JAMES [illegible]	POLICE OFFICER	SEVENTEENTH DISTRICT	11/21/[illegible]2	9441.60
AUMICK	MARY [illegible]	POLICE OFFICER	SIXTEENTH DISTRICT	12/06/82	537.00
BAILEY	[illegible]	LIEUTENANT	TRUCK 52	3/22/83	122.30
CHAMBERS	[illegible]	PARAMEDIC	AMBULANCE 27	7/10/83	74.00

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING TRANSFER OF FUNDS IN COMMISSION ON CHICAGO HISTORICAL AND ARCHITECTURAL LANDMARKS.

The Committee on Finance submitted the following report which was on motion of Alderman Madryzk and Alderman Stone *Deferred* and ordered published:

CHICAGO, September 13, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication recommending a proposed ordinance concerning the transfer of funds in the Commission on Chicago Historical and Architectural Landmarks, in the amount of $3,500.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted therewith.

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

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

The following is said proposed ordinance which was transmitted with the foregoing committee report:

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

Section 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1983. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1983 payable from such appropriations.

From: *Account*	*Purpose*	*Amount*
100-4350-149	Other Professional and Technical Services	$ 3,500.00
To: *Account*	*Purpose*	*Amount*
100-4350-422	Office Machines	$ 3,500.00

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

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING TRANSFER OF FUNDS IN DEPARTMENT OF AVIATION AND IN CITY COUNCIL COMMITTEE ON FINANCE.

The Committee on Finance submitted the following report which was on motion of Alderman Evans and Alderman Bloom *Deferred* and ordered published:

CHICAGO, September 26, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication recommending a proposed

ordinance concerning the transfer of funds in the Department of Aviation.

Amount - $50,000

From - .157 Account
Rental and Equipment Services

To - .340 Account
Material and Supplies

and a transfer of funds in the City Council Committee on Finance.

Amount - $250,000

From - .936 Account
Claim under Workers' Compensation

To - 1226.000
Personal Services

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

This recommendation was concurred in by 15 members of the committee with 6 dissenting votes.

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

The following is said proposed ordinance which was transmitted with the foregoing committee report:

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

Section 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1983. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1983 payable from such appropriations.

From: *Account*	*Purpose*	*Amount*
100-8653-157	Rental of Equipment and Services	$ 50,000.00

To: *Account*	*Purpose*	*Amount*
100-8653-340	Materials and Supplies	$ 50,000.00

Section 2.

From: *Account*	*Purpose*	*Amount*
100-9112-936	Claims under Workers' Compensation	$ 250,000

To: *Account*	*Purpose*	*Amount*
100-1226-000	Personal Services	$ 250,000

Section 3. This ordinance shall be in full force and effect from and after its passage.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING TRANSFER OF FUNDS IN OFFICE OF SENIOR CITIZENS AND HANDICAPPED.

The Committee on Finance submitted the following report which was on motion of Alderman Madrzyk and Alderman Stone *Deferred* and ordered published:

CHICAGO, September 13, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication recommending a proposed ordinance concerning the transfer of funds in the Office for Senior Citizens and Handicapped, in the amount of $7,200.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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

The following is said proposed ordinance which was transmitted with the foregoing committee report:

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

Section 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1983. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1983 payable from such appropriations.

From:

Account	*Purpose*	*Amount*
100-3420-330	Food	$ 7,200.00

To:

Account	*Purpose*	*Amount*
100-3420-350	Stationary and Office Supplies	$ 3,500.00
100-3420-149	Professional and Technical Services	$ 3,700.00

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

Placed on File -- MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Burke the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A transmittal of the 1984 preliminary budget report from the Office of Budget and Management;

A communication from Our Lady of Grace League concerning their annual report for the period ending July 31, 1983;

A communication from the Children's Benefit League of Chicago and Suburbs, for the period ending April 15, 1983.

COMMITTEE ON AVIATION.

Filing of Grant Application Authorized for Improvements at Chicago-O'Hare International Airport.

The Committee on Aviation submitted the following report:

CHICAGO, September 26, 1983.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred on August 31, 1983, a proposed ordinance to authorize filing of grant application with the F.A.A. for airport improvements at Chicago-O'Hare International Airport, begs leave to recommend that Your Honorable Body *do Pass* the proposed ordinance.

This recommendation was concurred in by 9 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval by the City Council and as to form and legality by the Corporation Counsel an application for federal assistance said application to be in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately $550,000.

SECTION 3. That the Mayor, as the applicant in the aforesaid application is hereby authorized to accept in and for the City of Chicago and the Department of Aviation any grant offer and subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

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

[Application printed on pages 2046 thru 2064 of this Journal.]

Filing of Grant Application Authorized for Improvements at Chicago Midway Airport.

The Committee on Aviation submitted the following report:

CHICAGO, September 26, 1983.

To the President and Members of the City Council:

Your Committee on Aviation to which was referred on August 31, 1983, a proposed ordinance to authorize filing of grant application with the F.A.A. for airport improvements at Chicago Midway Airport, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance.

This recommendation was concurred in by 9 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval by the City Council and as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately $411,644.

SECTION 3. That the Mayor, as the applicant in the aforesaid application is hereby authorized to accept in and for the City of Chicago and the Department of Aviation any grant offer and subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

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

(Continued on page 2065)

OMB Approval No. 29-R0218

FEDERAL ASSISTANCE

2. APPLICANT'S APPLICATION	a. NUMBER 3-17-0022-02	3. STATE APPLICATION IDENTIFIER	a. NUMBER
	b. DATE Year month day 19 83 8 11		b. DATE ASSIGNED Year month day 19

1. TYPE OF ACTION (Mark appropriate box)
- ☐ PREAPPLICATION
- ☒ APPLICATION
- ☐ NOTIFICATION OF INTENT (Opt.)
- ☐ REPORT OF FEDERAL ACTION

Leave Blank

SECTION I—APPLICANT/RECIPIENT DATA

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name : City of Chicago
- b. Organization Unit : Department of Aviation
- c. Street/P.O. Box : Room 1111-City Hall-121 N. LaSalle
- d. City : Chicago
- e. County : Cook
- f. State : Illinois
- g. ZIP Code: 60602
- h. Contact Person (Name & telephone No.) : Jack Delaney (312) 744-4378

5. FEDERAL EMPLOYER IDENTIFICATION NO. 36-

6. PROGRAM (From Federal Catalog)
- a. NUMBER 20.102
- b. TITLE Airports Improvement Program

7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT

ORD 2274 Radio Emergency Network
ORD 2291 Weather Sensors-R/W 14R&9R
ORD 2256 Taxiway Guidance Signs

8. TYPE OF APPLICANT/RECIPIENT
A-State; B-Interstate; C-Substate District; D-County; E-City; F-School District; G-Special Purpose District; H-Community Action Agency; I-Higher Educational Institution; J-Indian Tribe; K-Other (Specify):
Enter appropriate letter: E

9. TYPE OF ASSISTANCE
A-Basic Grant; B-Supplemental Grant; C-Loan; D-Insurance; E-Other
Enter appropriate letter(s): A

10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.)
Chicago Standard Metropolitan Area

11. ESTIMATED NUMBER OF PERSONS BENEFITING
6,000,000

12. TYPE OF APPLICATION
A-New; B-Renewal; C-Revision; D-Continuation; E-Augmentation
Enter appropriate letter: A

13. PROPOSED FUNDING

a. FEDERAL	$1,650,000.00
b. APPLICANT	550,000.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$2,200,000.00

14. CONGRESSIONAL DISTRICTS OF:
- a. APPLICANT: City Wide
- b. PROJECT:

16. PROJECT START DATE Year month day: 19 83 10 1

17. PROJECT DURATION: 16 Months

18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY: Year month day 19 83 8 15

15. TYPE OF CHANGE (For 12c or 12e)
A-Increase Dollars; B-Decrease Dollars; C-Increase Duration; D-Decrease Duration; E-Cancellation; F-Other (Specify):
Enter appropriate letter(s):

19. EXISTING FEDERAL IDENTIFICATION NUMBER

20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)
Federal Aviation Administration Des Plaines, Illinois

21. REMARKS ADDED ☒ Yes ☐ No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT ▶
a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:

	No response	Response attached
(1) NIPC A-95 Review	☐	☒
(2)	☐	☐
(3)	☐	☐

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: Thomas Kapsalis, Commissioner of Aviation
b. SIGNATURE: Thomas Kapsalis
c. DATE SIGNED Year month day: 1983 8 11

SECTION III—FEDERAL AGENCY ACTION

24. AGENCY NAME

25. APPLICATION RECEIVED Year month day 19

26. ORGANIZATIONAL UNIT

27. ADMINISTRATIVE OFFICE

28. FEDERAL APPLICATION IDENTIFICATION

29. ADDRESS

30. FEDERAL GRANT IDENTIFICATION

31. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. DEFERRED
- ☐ e. WITHDRAWN

32. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

33. ACTION DATE ▶ Year month day 19

34. STARTING DATE Year month day 19

35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

36. ENDING DATE Year month day 19

37. REMARKS ADDED ☐ Yes ☐ No

38. FEDERAL AGENCY A-95 ACTION
a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.

b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-R01

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
____ Yes _X_ No
Name of Governing Body ____
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes _X_ No (Attach Documentation)
Name of Agency or Board ____

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
_X_ Yes ____ No
(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
____ Yes _X_ No
Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
_X_ Yes ____ No
Check one: State ☐ Local ☒ Department of Aviation Regional ☐ Room 1111
Location of plan City Hall

Item 6.
Will the assistance requested serve a Federal installation?
_X_ Yes ____ No
Name of Federal Installation U.S. Air Force 928th Airlift Group
Federal Population benefiting from Project 2,100

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes _X_ No
Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes _X_ No
See instruction for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals families, businesses, or farms?
____ Yes _X_ No
Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated?
____ Yes _X_ No
See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 60-R0184

PART II - SECTION B

11. SITES AND IMPROVEMENTS: X Not required. _____ Attached as exhibits
Applicant intends to acquire the site through:
_____ Eminent domain. _____ Negotiated purchase. _____ Other means (specify)

12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN:
X Applicant. _____ Agency or institution operating the facility _____ Other (specify)

13. INDICATE WHETHER APPLICANT OPERATOR HAS:
X Fee simple title. _____ Leasehold interest. _____ Other (specify)

14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION:
a. Length of lease or other estate interest _____, and number of years to run _____
b. Is lease renewable? _____ Yes _____ No
c. Current appraised value of land $ _____ N/A
d. Annual rental rate $ _____

15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. There have been no changes since last grant agreement.

16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.

17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. N/A

18. ATTACH PLOT PLAN.

19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required. X Being prepared. _____ Attached as exhibits
Percentage of completion of drawings and specifications at application date:
Schematics _____ % Preliminary _____ % Final _____ %

20. TARGET DATES FOR:
Bid Advertisement _____ Contract Award _____
Construction Completion _____ Occupancy _____

21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits
Drawings - Attach any drawings which will assist in describing the project.
Specifications - Attach copies of completed outline specifications.
(If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.–The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare O'Hare International Airport Zoning Ordinance
State of Illinois City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. Defaults.–The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.–There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.–(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.–There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interest of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 50-R015

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. . . . . _____

2. Functional or Other Breakout . . . . . _____

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			42,000
5. Other architectural engineering fees			
6. Project inspection fees			80,000.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			878,000
12. Equipment			1,200,000
13. Miscellaneous			
14. Total (Lines 1 through 13)			2,200,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,200,000
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			2,200,000
20. Federal Share requested of Line 19			1,650,000
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			1,650,000
23. Grantee share			550,000
24. Other shares			
25. Total project (Lines 22, 23 & 24)	$	$	$2,200,000

FAA Form 5100-100 (6 73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

Page

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 50-R01

SECTION C - EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	550,000.
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	550,000
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ 550,000.

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART V

ASSURANCES

The applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including Office of Management and Budget Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the prooosed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.

4. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88 352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R020:

SPONSOR ASSURANCES

17. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights. Any breach of these covenants on the part of the Sponsor may result in the suspension or termination of, or refusal to grant Federal assistance under, FAA administered programs, or such other action which may be necessary to enforce the rights of the United States under this agreement.

18. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes. Provided; That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; And Provided Further, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

19. The Sponsor—

a. Will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the Airport, or at any other airport now owned or controlled by it;

b. Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the Airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

c. Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

d. Agrees that it will terminate any other exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Development Act.

20. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of the covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

21. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

22. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: Provided, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; And Provided Further, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor. In furtherance of this covenant the Sponsor will have in effect at all times arrangements for:

a. Operating the airport's aeronautical facilities whenever required.

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions, and

c. Promptly notifying airmen of any condition affecting aeronautical use of the Airport.

23. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23, as applied to Section 77.25, Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires, property interests permitting it to so control the use made of the surface of the land.

24. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

25. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

26. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by government aircraft in common with other aircraft, except that if the use by government aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the Airport (the total movements of government aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

27. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation, and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

28. The airport operator or owner will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the Airport as self-sustaining as possible under the circumstances existing at the Airport, taking into account such factors as the volume of traffic and economy of collection.

29. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection and audit by the Secretary and the Comptroller General of the United States, or their duly authorized representatives, upon reasonable request. The Sponsor will furnish to the FAA or to the General Accounting Office, upon request, a true copy of any such document.

30. All project accounts and records will be kept in accordance with a standard system of accounting if so prescribed by the Secretary.

31. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

32. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

33. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

AIP# 3-17-0022-02

Program Description

ORD 2274 Radio Emergency Network

Establishment of a radio emergency network for safety and security purposes at Chicago O'Hare International Airport.

Total Cost	$ 1,200,000	
Federal Share	$ 900,000	(75%)
Applicant Share	$ 300,000	(25%)

ORD 2291 Weather Sensors - R/W 14R-32L & 9R-27L

Installation of weather surveillance system on R/W's 9R-27L and 14R-32L.

Total Cost	$ 300,000	
Federal Share	$ 225,000	(75%)
Applicant Share	$ 75,000	(25%)

ORD 2256 New Taxiway Guidance Signs

Installation of a new Taxiway Guidance Signs System throughout the airport. These are based on F.A.A. Advisory Circular 150/5345-44B.

Total Costs	$ 700,000	
Federal Share	$ 525,000	(75%)
Applicant Share	$ 175,000	(75%)

DEPARTMENT OF AVIATION

August 11, 1983

Mr. George P. Grote, Chief
Airports District Office
Federal Aviation Administration
Great Lakes Region
2300 East Devon Avenue
Des Plaines, Illinois 60018

Attention: Mr. John Buehler

Dear Mr. Grote:

Chicago O'Hare International Airport
AIP Project No. 3-17-0022
Status of Funds

The City of Chicago is able to provide $550,000 as the Sponsor's share for the above referenced project:

This project is to be completed under the above referenced grant.

If any further information is necessary, please contact this office.

Very truly yours,

Thomas Kapsalis

Thomas Kapsalis
Commissioner

DEPARTMENT OF AVIATION

August 11, 1983

Mr. George P. Grote, Chief
Airports District Office
Federal Aviation Administration
Great Lakes Region
2300 East Devon Avenue
Des Plaines, Illinois 60018

Attention: Mr. John Buehler

Dear Mr. Grote:

Chicago O'Hare International Airport
AIP Project No. 3-17-0022-02
Statement of Sponsor

Please be advised that as of this date the Department of Aviation has not received any public objection to the above referenced project.

If any further information is necessary, please contact this office.

Very truly yours,

Thomas Kapsalis

Thomas Kapsalis
Commissioner

northeastern illinois planning commission
400 West Madison Street Chicago, Illinois 60606 (312)454-0400

May 25, 1983

EXECUTIVE COMMITTEE

Ruth K. Kretschmer
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Frank W. Chesrow
Vice President

Robert G. Biesel
Secretary

Elizabeth J. McLean
Treasurer

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Vice President for Governmental Services

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First Commissioner-President

Lawrence B. Christmas
Executive Director

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Edgar Vanneman Jr., General Attorney and Assistant Secretary
Commonwealth Edison Company

Appointed by the Mayor of Chicago

Robert R. Pikarski, Alderman
24th Ward, Chicago

Richard B. Mell, Alderman
33rd Ward, Chicago

Raymond L. Stone, Alderman
50th Ward, Chicago

Martin R. Murphy, Commissioner
Chicago Department of Planning

Elizabeth J. McLean, First Deputy Commissioner
Chicago Department of Public Works

Elected by the Assembly of Mayors

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Village of Hoffman Estates

Frances W. Kuhn, Mayor
City of Woodstock

Bill Morris, Mayor
City of Wheaton

Chester J. Rybicki, Mayor
City of Naperville

Jack R. Williams, Mayor
Village of Evanston Park

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Cook County Board of Commissioners

Mary Boyle, Member
Cook County Board of Commissioners

Raymond A. Strobel, Member
Cook County Board of Commissioners

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Nick P. Kanopis, Member
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K. T. Mike Graham, Member
Lake County Board

Dean C. Curat, Member
McHenry County Board

Charles E. Cole, Member
Will County Board

Appointed by the Board of the Chicago Transit Authority

Lewis W. Hill, Chairman
Regional Transportation Authority

Appointed by the Board of the Metropolitan Sanitary District of Greater Chicago

William A. Jaquia, Vice President
Metropolitan Sanitary District of Greater Chicago

Mr. Jack Delaney
Chicago Department of Aviation
121 North LaSalle Street
Chicago, Illinois 60602

SUBJECT: NIPC Project No. 83-148 Chicago Department of Aviation - Request for FAA funding for overlay of security road and a radio emergency network at O'Hare Airport.

Dear Mr. Delaney:

Your application referenced above has been reviewed under provisions of the federal Office of Management and Budget Circular No. A-95 (Revised) and the areawide clearinghouse and bi-state procedures currently in effect at this agency.

At a meeting of its Governmental Services Committee held today, the Commission adopted a finding of "no objection" to this project. While a detailed individual review of your proposal has not been done by the Commission due to staffing limitations, Commission policies support the kind of project you have submitted.

Copies of any comments we have received from local agencies, governments, or individuals are enclosed; comments and this letter are to be included in your final application to the funding agency. You are required to attach a statement to your submittal indicating that you have considered these comments and recommendations before submitting the application. Comments you receive from the Illinois State Clearinghouse are also to be included in your application.

No further review of your proposal by NIPC is required within the two year life of this review finding, unless, of course, the project were to change in scope. Please direct any questions regarding Commission review activities to our Project Review Section.

Sincerely,

Deborah L. Washington
Project Review Officer

DLW:fg
cc: David Scoville, Illinois State Clearinghouse
Martin Murphy, Chicago DP
Paul K. Bahr, FAA-AGL-1

(S1)T-3-82

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GREAT LAKES REGION

STANDARD DOT TITLE VI ASSURANCES

AIRPORT DEVELOPMENT-AID PROGRAM

The City of Chicago (hereinafter referred to as the "sponsor") HEREBY AGREES
(Name of Sponsor)

THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives Federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, subsection 21.7(a)(1).

More specifically and without limiting the above general assurance, the sponsor hereby gives the following specific assurances with respect to ADAP Project No. 3-17-0022-02.

1. That the sponsor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.

2. That the sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with ADAP Project No. 3-17-0022-02 and, in adapted form in all proposals for negotiated agreements:

> The City of Chicago, in accordance with Title VI of the Civil
> (Name of Sponsor)
> Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the sponsor shall insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

4. That where the sponsor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

5. That where the sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

6. That the sponsor shall include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties: (a) for the subsequent transfer of real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the said Airport Development Aid Program.

7. That this assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

8. The sponsor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

9. The sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the sponsor by the Department of Transportation under the Airport Development Aid Program of the Federal Aviation Administration and is binding on it, contractors, subcontractors, transferees, successors in interest and other participants in the ADAP Project No. 3-17-0022-02. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

DATED March 28, 1983

City of Chicago
(Sponsor)

by J. D. Thomas Kapsalis
(Signature of Authorized Official)

THOMAS KAPSALIS
Commissioner of Aviation

Attachments 1 and 2

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to--

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Attachment 1)

ATTACHMENT 2

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Chicago (Name of Sponsor) pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago (Name of Sponsor) shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago (Name of Sponsor) shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago (Name of Sponsor) and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by City of Chicago (Name of Sponsor) pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "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 the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago (Name of Sponsor) shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago (Name of Sponsor) shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago (Name of Sponsor) and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

GPO 1973-730-447/ 455

(Continued from page 2045)

[Application printed on pages 2067 thru 2085 of this Journal.]

COMMITTEE ON COMMITTEES AND RULES.

Action Deferred--ON PROPOSED RESOLUTION CONCERNING UNAUTHORIZED USE OF CITY COUNCIL CHAMBER.

The Committee on Committees and Rules submitted a report which was, on motion of Aldermen Bloom and Frost, *Deferred* and ordered published:

CHICAGO, September 21, 1983.

To the President and Members of the City Council:

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith (referred on August 31, 1983) to investigate the unauthorized use of the City Council Chamber.

This recommendation was concurred in by 9 members with 2 dissenting votes.

Respectfully submitted,
(Signed) FRANK D. STEMBERK,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

Whereas, It is an accepted tradition in all legislative bodies that the body has control and jurisdiction over its chamber; and

Whereas, The Chicago City Council is a duly constituted and elected legislative body; and

Whereas, The Chicago City Council Committee on Committees and Rules has by Council Rules of Order, jurisdiction over matters of procedure; and

Whereas, The Rules Committee has ordered that any agency seeking to use City Council Chamber, make a written request on agency letterhead; and

Whereas, On Wednesday, August 24, 1983, Quantum Enterprises, 452 South Michigan Avenue, Chicago, Illinois requested the use of the City Council Chamber for the full day of Friday, August 26, 1983, to videotape a program; and

Whereas, The Chairman of the Rules Committee denied such use on the basis that Quantum Enterprises is a "For-Profit" business not connected with City government in any fashion; and

Whereas, The Mayor's Press Secretary, Grayson Mitchell ordered at 6:00 P.M. on Friday the 26th of August, 1983, that the City Council Chamber be turned over to Quantum Enterprises, at the Mayor's request, over the expressed denial of the City Council; now, therefore,

BE IT RESOLVED, That the City Council of the City of Chicago be given an appropriate apology by the Mayor's office, and that the Mayor's Press Secretary, Grayson Mitchell be made to explain his actions publicly; and

BE IT FURTHER RESOLVED, That the City Council Committee on Committees and Rules conduct an investigation into the reasons that the Mayor's office is allowing Quantum Enterprises a "For-Profit" business to use office space and telephones of the Department of Planning of the City of Chicago, located on the 10th Floor of City Hall at the public's expense. Also, as to what person or agency, governmental or private, paid for the expense of videotaping the program in the City

Council Chamber on August 26, 1983. And what person or agency, private or public will receive the profit from this taped show.

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

Approval Given to Sale of Parcel LR-97(a) in Near West Side Conservation Area.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to approve the sale of Parcel LR-97(a) in the Near West Side Conservation Area to Taylor Street Development Corporation, approved by the Department of Urban Renewal by Resolution No. 83-DUR-76, adopted by the Department on April 28, 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, Meil, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Near West Side Conservation Area 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-76 adopted by the Department on April 28, 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,

(Continued on page 2086)

OMB Approval No. 29-R0218

FEDERAL ASSISTANCE

2. APPLICANT'S APPLICATION — a. NUMBER: 3-17-0025-03; b. DATE (Year month day): 19 83 08 25

3. STATE APPLICATION IDENTIFIER — a. NUMBER:; b. DATE ASSIGNED (Year month day): 19

1. TYPE OF ACTION (Mark appropriate box)
- ☐ PREAPPLICATION
- ☒ APPLICATION
- ☐ NOTIFICATION OF INTENT (Opt.)
- ☐ REPORT OF FEDERAL ACTION

Leave Blank

SECTION I—APPLICANT/RECIPIENT DATA

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name : City of Chicago
- b. Organization Unit : Department of Aviation
- c. Street/P.O. Box : Room 1111 - City Hall 121 N. LaSalle
- d. City : Chicago
- e. County : Cook
- f. State : Illinois
- g. ZIP Code: 60602
- h. Contact Person (Name & telephone No.) : Jack Delaney (312) 744-4378

5. FEDERAL EMPLOYER IDENTIFICATION NO.: 36-600-5820

6. PROGRAM (From Federal Catalog)
- a. NUMBER: 20.106
- b. TITLE: Airport Improvements Program

7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT

Chicago Midway Airport
13R-31L Parallel Taxiway - Phase I
4R-22R Parallel Taxiway - Phase I
Reconstruct Airfield Power System
Obstruction Removal - R/W 4R, 13R, 22L

8. TYPE OF APPLICANT/RECIPIENT
A-State; B-Interstate; C-Substate District; D-County; E-City; F-School District; G-Special Purpose District; H-Community Action Agency; I-Higher Educational Institution; J-Indian Tribe; K-Other (Specify):
Enter appropriate letter: E

9. TYPE OF ASSISTANCE
A-Basic Grant; B-Supplemental Grant; C-Loan; D-Insurance; E-Other
Enter appropriate letter(s): A

10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.)
Chicago, Cook, Will, DuPage, Illinois

11. ESTIMATED NUMBER OF PERSONS BENEFITING: 6,000,000

12. TYPE OF APPLICATION
A-New; B-Renewal; C-Revision; D-Continuation; E-Augmentation
Enter appropriate letter: A

13. PROPOSED FUNDING

a. FEDERAL	$ 7,409,600 .00
b. APPLICANT	411,644 .00
c. STATE	411,644 .00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ 8,232,888 .00

14. CONGRESSIONAL DISTRICTS OF:
- a. APPLICANT: City Wide
- b. PROJECT:

16. PROJECT START DATE (Year month day): 19 83 10 01

17. PROJECT DURATION (Months):

18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY (Year month day): 19 83 09 01

15. TYPE OF CHANGE (For 11e or 11g)
A-Increase Dollars; B-Decrease Dollars; C-Increase Duration; D-Decrease Duration; E-Cancellation; F-Other (Specify):
Enter appropriate letter(s):

19. EXISTING FEDERAL IDENTIFICATION NUMBER:

20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)
Federal Aviation Administration, Des Plaines, Illinois 60018

21. REMARKS ADDED: ☒ Yes ☐ No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT ▶

a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:

		No response	Response attached
(1)	NIPC A-95 Review	☐	☒
(2)		☐	☐
(3)		☐	☐

23. CERTIFYING REPRESENTATIVE
- a. TYPED NAME AND TITLE: Thomas Kapsalis, Commissioner of Aviation
- b. SIGNATURE: Thomas Kapsalis
- c. DATE SIGNED (Year month day): 19 83 08 24

SECTION III—FEDERAL AGENCY ACTION

24. AGENCY NAME:

25. APPLICATION RECEIVED (Year month day): 19

26. ORGANIZATIONAL UNIT:

27. ADMINISTRATIVE OFFICE:

28. FEDERAL APPLICATION IDENTIFICATION:

29. ADDRESS:

30. FEDERAL GRANT IDENTIFICATION:

31. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. DEFERRED
- ☐ e. WITHDRAWN

32. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

33. ACTION DATE ▶ (Year month day): 19

34. STARTING DATE (Year month day): 19

35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

36. ENDING DATE (Year month day): 19

37. REMARKS ADDED: ☐ Yes ☐ No

38. FEDERAL AGENCY A-95 ACTION

a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.

b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-R0

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.
Does this assistance request require State, local, regional, or other priority rating? ____ Yes X No
Name of Governing Body ____
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances? ____ Yes X No (Attach Documentation)
Name of Agency or Board ____

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? X Yes ____ No
(Attach Comments)
SEE ATTACHED

Item 4.
Does this assistance request require State, local, regional or other planning approval? ____ Yes X No
Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan? X Yes ____ No
Check one: State ☐ Local ☐ Regional ☐
Location of plan Room 1111, City Hall

Item 6.
Will the assistance requested serve a Federal installation? ____ Yes X No
Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation? ____ Yes X No
Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment? ____ Yes X No
See instruction for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals families, businesses, or farms? ____ Yes X No
Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated? ____ Yes X No
See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.–The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

City of Chicago Zoning Ordinance
Cook County Zoning Ordinance

2. Defaults.–The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.–There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.–(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Exhibit "A" is on file with the F.A.A.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.–There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 80-R018

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog No. 20-102

2. Functional or Other Breakout ..... _____

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$	$	$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			900,000
4. Architectural engineering basic fees			366,968.
5. Other architectural engineering fees			
6. Project inspection fees			402,624.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			100,000.
10. Demolition and removal			226,801
11. Construction and project improvement			5,403,207
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			7,409,600
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			7,409,600
17. Less: Ineligible Exclusions			
18. Add: Contingencies			823,288.
19. Total Project Amt. (Excluding Rehabilitation Grants)			8,232,888
20. Federal Share requested of Line 19			7,409,600
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			7,409,600
23. Grantee share			411,644.
24. Other shares			411,644.
25. Total project (Lines 22, 23 & 24)	$	$	$ 8,232,888.

FAA Form 5100-100 (6 73) SUPERSEDES FAA FORM 5100-10 PAGES 1 THRU 7

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 50-R316

SECTION C – EXCLUSIONS

26 Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. Totals	$	$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	411,644.
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL – Grantee share	411,644.
28. Other Shares	
a. State	411,644.
b. Other	
c. Total Other Shares	411,644.
29. TOTAL	$ 823,288.

SECTION E – REMARKS

PART IV PROGRAM NARRATIVE (Attach – See Instructions)

SUMMARY OF PROPOSED REPORT:

1. Construction of new 13R-31L Parallel Taxiway (Phase I) :

Phase I consist of approximately one-half of the taxiway running from the West Ramp to 100 feet beyond the East-West Taxiway. It includes a 60 foot wide taxiway, 20 foot wide shoulders, edge lights and edge drains. This taxiway may at a future date be converted to a general aviation replacement runway for runway 13L-31R. Construction of this taxiway will upgrade runway capability, improve aircraft circulation and operational flexibility.

Estimated Total Cost: 3,753,585 $3,322,344

2. Construction of new 4R-22L Parallel Taxiway (Phase I) :

Phase I consist of approximately one-half of the taxiway running from the South Ramp to 100 feet beyond the Central-South Taxiway. It includes 60 foot wide taxiway, 20 foot wide shoulders, edge lights and edge drains. Construction of this taxiway will upgrade runway capability, improve aircraft circulation and operational capability.

Estimated Total Cost: 2,464,817 2,314,544

3. Reconstruction Power Distribution System :

This includes replacement of the primary north and south electrical distribution loops and upgrading and protecting the electrical vault under concourse "A" against flooding. The distribution loops are the main source of airfield power on the airport.

Estimated Total Cost: 320,000 1,344,000

OTHER WORK NEEDED WILL BE BUDGETED IN 1984

SUMMARY REPORT
PAGE - TWO

4. Off Airport Obstruction Removal and Demolition of Runways 4R-13R and 22L :

This project is necessary to enhance safety for both aircraft operators and the community.

The obstructions to be removed include:

19	Trees
15	Light Poles
1	Commercial Building
3	Utility Poles
2	Signs
3	Chimneys

Estimated Total Cost: $1,252,000

Total Projects Cost		$8,232,888.	
Federal Share	@ 90%	~~7,409,600.~~	7,339.861
State Share	@ 5%	~~411,644.~~	407.770
City Share	@ 5%	~~411,644.~~	407.770

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART V

ASSURANCES

The applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including Office of Management and Budget Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.

4. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 04-R020

SPONSOR ASSURANCES

17. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights. Any breach of these covenants on the part of the Sponsor may result in the suspension or termination of, or refusal to grant Federal assistance under, FAA administered programs, or such other action which may be necessary to enforce the rights of the United States under this agreement.

18. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes. Provided: That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; And Provided Further, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

19. The Sponsor—

a. Will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the Airport, or at any other airport now owned or controlled by it;

b. Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the Airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

c. Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

d. Agrees that it will terminate any other exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Development Act.

20. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of the covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

21. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

22. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: Provided, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; And Provided Further, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor. In furtherance of this covenant the Sponsor will have in effect at all times arrangements for:

a. Operating the airport's aeronautical facilities whenever required.

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions, and

c. Promptly notifying airmen of any condition affecting aeronautical use of the Airport.

23. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23, as applied to Section 77.25, Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires, property interests permitting it to so control the use made of the surface of the land.

24. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

25. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

26. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by government aircraft in common with other aircraft, except that if the use by government aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the Airport (the total movements of government aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

27. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation, and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

28. The airport operator or owner will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the Airport as self-sustaining as possible under the circumstances existing at the Airport, taking into account such factors as the volume of traffic and economy of collection.

29. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection and audit by the Secretary and the Comptroller General of the United States, or their duly authorized representatives, upon reasonable request. The Sponsor will furnish to the FAA or to the General Accounting Office, upon request, a true copy of any such document.

30. All project accounts and records will be kept in accordance with a standard system of accounting if so prescribed by the Secretary.

31. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

32. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

33. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GREAT LAKES REGION

STANDARD DOT TITLE VI ASSURANCES

AIRPORT DEVELOPMENT-AID PROGRAM

The City of Chicago (hereinafter referred to as the "sponsor") HEREBY AGREES
(Name of Sponsor)

THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives Federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, subsection 21.7(a)(1).

More specifically and without limiting the above general assurance, the sponsor hereby gives the following specific assurances with respect to ADAP Project No. 3-17-0025-03.

1. That the sponsor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.

2. That the sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with ADAP Project No. 3-17-0025-03 and, in adapted form in all proposals for negotiated agreements:

> The City of Chicago, in accordance with Title VI of the Civil
> (Name of Sponsor)
> Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the sponsor shall insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

4. That where the sponsor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

5. That where the sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

6. That the sponsor shall include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties: (a) for the subsequent transfer of real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the said Airport Development Aid Program.

7. That this assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

8. The sponsor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

9. The sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the sponsor by the Department of Transportation under the Airport Development Aid Program of the Federal Aviation Administration and is binding on it, contractors, subcontractors, transferees, successors in interest and other participants in the ADAP Project No. 3-17-0025-03. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

DATED August 24, 1983

City of Chicago
(Sponsor)

by _____
(Signature of Authorized Official)

Thomas Kapsalis
Commissioner of Aviation

Attachments 1 and 2

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to—

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Attachment 1)

ATTACHMENT 2

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Chicago pursuant to the provisions of Assurance 6(a).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago
(Name of Sponsor)
shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago
(Name of Sponsor)
shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago
(Name of Sponsor)
and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by City of Chicago pursuant to the provisions of Assurance 6(b).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "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 the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago (Name of Sponsor) shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago (Name of Sponsor) shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago (Name of Sponsor) and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

GPO 1978-730-127/ 455

NIPC PROJECT NO. 83-058

A-95 SUMMARY RECOMMENDATIONS

NORTHEASTERN ILLINOIS PLANNING COMMISSION

APPLICANT: City of Chicago Department of Aviation

SUBJECT: Request for Federal Aviation Administration Funding for Phase I of the Chicago Midway Airport Development Program (Federal Request - $17,074,777, Applicant - $968,411, State - $928,786, TOTAL PROJECT COST - $18,971,975)

STAFF RECOMMENDATION:

/X/ SUPPORT /_/ CONDITIONAL SUPPORT /_/ DO NOT SUPPORT

SUMMARY OF PROPOSED PROJECT:

The City of Chicago's Department of Aviation is applying to the Federal Aviation Administration (FAA) for funding of Phase I of the Chicago Midway Airport Development Program. The following lists the programs actions contained in this application for federal assistance:

-- Reconstruct Storm Drainage System: The existing drainage system has deteriorated to the point where it no longer functions ($750,000)

-- Rehab Airfield Lighting and Power Distribution System and Relocate Sub-Station - Existing lighting should be upgraded to medium intensity; electrical wiring is in poor condition. Relocate electrical sub-station above ground. ($2,750,000)

-- New CFR Vehicles - to replace obsolete vehicle with an Oshkosh T-6 1500 gallon CFR vehicle ($302,500)

-- Land Acquisition, Parking and Cicero Avenue Relocation - The acquisition of 10 acres of land off Cicero Ave. to be utilized as air carrier passenger parking. Cicero Ave. to be relocated to increase the ease of access to the airport

-- Construct Parallel Taxiway - The construction of a parallel taxiway to runway 13R - 31L will upgrade the runway and improve aircraft circulation and operational flexibility. ($6,109,375)

-- Demolish United Airline Hangar - Demolition of deteriorated hangar to allow for future terminal development. ($127,500)

-- Off-Airport Obstruction Removal and Demolition - Off-airport obstruction removal on runway approaches to 13R, 31L, 4R, 22L, to insure the safety of adjacent residents as well as air travelers. This action will lower approach minimums. ($2,255,000)

-- Construct Parallel Taxiways Runway 4R -22L - To upgrade and improve aircraft circulation and operation flexibility ($5,534,375)

-- Easements - easements will be negotiated to allow air rights and access for future airport NAVAIDS on Runways 13R, 31L, 4R, and 22L. ($124,750)

-- Overlay Existing 4L - 22R Runway - To strengthen and extend the presence of the runway. ($286,875)

-- Airfield Lighting - to up-grade lighting to meet standards as outlined in Master Plan ($ 189,750)

-- On-Airport Obstruction Removal, Esmark Hangar - The hangar is an obstruction of Part 77 criteria and will be removed to enhance safe airfield operations. ($328,100)

-- Roadways - to allow better and safer access to general aviation fixed based operations and airport service vehicles. ($120,000)

-- Replace Roof CFR Facility - existing roof will be repaired. ($93,750)

REVIEW STATEMENT

The Regional Airport System Plan (RASP), adopted by the Commission and CATS as part of the Year 2000 Transportation System Development Plan supports the continued operation of Chicago Midway Airport and encourages improvements at the Airport to accommodate maximum air carrier utilization. This air carrier activity is envisioned as being primarily short haul, low fare, commuter type service.

As stated in the City of Chicago's "Chicago 1992 - Comprehensive Plan", deregulation of the airline industry in 1978 and the advent of low-cost air service aids in making the revitalization of Midway Airport an achievable goal. This, coupled with plans for a Southwest rapid transit line originating at Midway, increse its accessibility and attractiveness for regional air travelers.

Further, the proposed improvement of Midway airport is supported by the Commission's recently approved updated "Regional Conservation and Orderly Development Strategy Statement" which urges that regional attention be given to activities that "maintain the region's share of the nation's economic activity."

Staff recommends Committee support of Ph. I of the Chicago Midway Airport Development Program as the programmed improvements are consistent with regional plans and policies.

DEPARTMENT OF AVIATION

RELOCATION PLAN

TO BE SUBMITTED

(Continued from page 2066)

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 the Near West Side Conservation Area is hereby approved as follows:

Purchaser	*Parcel*	*Sq. Ft.*	*Sq. Ft. Price*	*Total Price*
Taylor Street Development Corporation	LR-97(a)	11,423.0	$3.25	$ 37,124.75

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 1-A in Project Madison-Racine to Chicago Communication Service, Inc.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on June 6, 1983) to approve the sale of Parcel 1-A in Project Madison-Racine to Chicago Communication Service, Inc., approved by the Commercial District Development Commission by Resolution No. 83-CDDC-21, adopted by the Department on June 21, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Chicago Communication Service, Inc., as set forth in Resolution No. 83-CDDC-21, adopted

by the Commission on June 21, 1983, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The City Council has considered the said resolution, the redevelopment proposed and the indicated 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. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project Madison-Racine, as identified on a Disposal Parcel map for said Project is hereby approved as follows:

Purchaser	*Parcel*	*Sq. Ft. Price*	*Total Price*
Chicago Communication Service, Inc.	1-A	$5.00	$189,882.00

SECTION 2. This ordinance shall be effective upon its passage and approval.

Approval Given to Sale of Parcel 1-B in Project Madison-Racine to Gus C. Manos.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor, (which was referred on June 6, 1983) to approve the sale of Parcel 1-B in Project Madison-Racine to Gus C. Manos, approved by the Commercial District Development Commission by Resolution No. 83-CDDC-20, adopted by the Department on June 21, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Gus C. Manos, as set forth in Resolution No. 83-CDDC-20, adopted by the Commission on June 21, 1983, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval: and

WHEREAS, The City Council has considered the said resolution, the redevelopment proposed and the indicated 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. That the sale proposed by Commercial District Development Commission of a certain parcel of land in Commercial District Development Project Madison-Racine, as identified on a Disposal Parcel map for said Project is hereby approved as follows:

Purchaser	*Parcel*	*Sq. Ft. Price*	*Total Price*
Gus C. Manos	1-B	$6.45+	$ 245,000.00

SECTION 2. This ordinance shall be effective upon its passage and approval.

Approval Given to Sale of Parcel I-1 in Redevelopment Project Madison-Albany to Bobby E. Wright Comprehensive Community Mental Health Center, Inc.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor, (which was referred on July 27, 1983) to approve the sale of Parcel I-1 in Redevelopment Project Madison-Albany to Bobby E. Wright Comprehensive Community Mental Health Center, Inc., approved by the Department of Urban Renewal by Resolution No. 83-DUR-82, adopted by the Department on April 28, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison-Albany heretofore has been approved 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-82, adopted by the Department on April 28, 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 Madison-Albany is hereby approved as follows:

Purchaser	*Parcel*	*Square Feet*	*Sq. Ft. Price*	*Total Price*
Bobby E. Wright Comprehensive Community Mental Health Center, Inc.	I-1	25,135.1	$0.85	$21,364.84 or the cost of acquisition including technical services, whichever is higher but in any event not exceed $38,000.00

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. 1 to Madison-Albany Redevelopment Plan.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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. 1 to the Madison-Albany Redevelopment Plan, approved by the Department of Urban Renewal by Resolution No. 83-DUR-23, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Madison-Albany Redevelopment Plan; and

WHEREAS, The Department of Urban Renewal Board, by resolution adopted on March 24, 1983 approved Plan Amendment No. 1 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. 1 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. 1 to the Urban Renewal Plan, as amended, for Project Madison-Albany, 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.

Authority Granted for Conveyance of No. 1336 E. 73rd St. to Debra Harvey.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor, (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property located at No. 1336 East 73rd Street to Debra Harvey, a homesteader for the price of $1.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Greater Metropolitan Church of Christ, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the City to reclaim title to 1336 East 73rd Street on October 29, 1981; and

WHEREAS, 1336 East 73rd Street was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Debra Harvey, a homesteader, made an offer of $1.00 to purchase 1336 East 73rd Street; and

WHEREAS, Debra Harvey has further agreed to complete rehabilitation to bring this property into compliance with City standards; and

WEHREAS, The Department of Housing has reviewed her bid, and finds that Debra Harvey had made a satisfactory offer, and has recommended the conveyance of 1336 East 73rd Street to Debra Harvey for the price of $1.00; now, therefore,

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

SECTION 1. The conveyance of 1336 East 73rd Street to Debra Harvey for the price of $1.00 is approved.

SECTION 2. Said conveyance to Debra Harvey shall be conditioned upon her commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 2823 E. 77th Pl. to Priscilla Horton.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property located at No. 2823 East 77th Place, to Priscilla Horton, a homesteader, for the price of $1.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, South Shore Senior Citizens Corporation, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the City to reclaim title to 2823 East 77th Place on March 12, 1982; and

WHEREAS, 2823 East 77th Place was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Priscilla Horton, a homesteader, made an offer of $1.00 to purchase 2823 East 77th Street; and

WHEREAS, Priscilla has further agreed to complete rehabilitation to bring this property into compliance with City standards; and

WHEREAS, The Department of Housing has reviewed her bid, and finds that Priscilla Horton has made a satisfactory offer, and has recommended the conveyance of 2823 East 77th Place to Priscilla Horton for the price of $1.00, now, therefore,

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

SECTION 1. The conveyance of 2823 East 77th Place to Priscilla Horton for the price of $1.00 is approved.

SECTION 2. Said conveyance to Priscilla Horton shall be conditioned upon her commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 10610 S. Michigan Av. to Melvin Crittenden.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property located at No. 10610 South Michigan, to Melvin Crittenden, a homesteader, for the price of $1.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Trinity Roseland Community Development Corporation, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the City to reclaim title to 10610 South Michigan on December 18, 1978; and

WHEREAS, 10610 South Michigan was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Melvin Crittenden, a homesteader, made an offer of $1.00 to purchase 10610 South Michigan; and

WHEREAS, Melvin Crittenden has further agreed to complete rehabilitation to bring this property into compliance with City standards; and

WHEREAS, The Department of Housing has reviewed his bid, and finds that Melvin Crittenden has made a satisfactory offer, and has recommended the conveyance of 10610 South Michigan to Melvin Crittenden for the price of $1.00, now, therefore,

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

SECTION 1. The conveyance of 10610 South Michigan to Melvin Crittenden for the price of $1.00 is approved.

SECTION 2. Said conveyance to Melvin Crittenden shall be conditioned upon his commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 5233 S. Aberdeen to Agustin Zapata.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property located at No. 5233 South Aberdeen, to Agustin Zapata, a homesteader,

for the price of $1.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Urban Life Institute for Every Man, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the City to reclaim title to 5233 South Aberdeen on October 21, 1981; and

WHEREAS, 5233 South Aberdeen was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Agustin Zapata, a homesteader, made an offer of $1.00 to purchase 5233 South Aberdeen; and

WHEREAS, Agustin Zapata has further agreed to complete rehabilitation to bring this property into compliance with City standards; and

WHEREAS, The Department of Housing has reviewed his bid, and finds that Agustin Zapata has made a satisfactory offer, and has recommended the conveyance of 5233 South Aberdeen to Agustin Zapata for the price of $1.00; now, therefore,

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

SECTION 1. The conveyance of 5233 South Aberdeen to Agustin Zapata for the price of $1.00 is approved.

SECTION 2. Said conveyance to Agustin Zapata shall be conditioned upon his commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 6337 S. Hermitage to Danette Hughes.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property located at No. 6337 South Hermitage, to Danette Hughes, a homesteader, for the price of $1.00, as approved by the Department of housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Chicago Lawn West Englewood Organization, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the City to reclaim title to 6337 South Hermitage on December 14, 1979; and

WHEREAS, 6337 South Hermitage was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Danette Hughes, a homesteader made an offer of $1.00 to purchase 6337 South Hermitage; and

WHEREAS, Danette Hughes has further agreed to complete rehabilitation to bring this property into compliance with City standards; and

WHEREAS, The Department of Housing has reviewed her bid, and finds that Danette Hughes has made a satisfactory offer, and has recommended the conveyance of 6337 South Hermitage to Danette Hughes for the price of $1.00; now, therefore,

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

SECTION 1. The conveyance of 6337 South Hermitage to Danette Hughes for the price of $1.00 is approved.

SECTION 2. Said conveyance to Danette Hughes shall be conditioned upon her commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 5925 S. Paulina to Jimmie Travis.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property located at No. 5925 South Paulina, to Jimmie Travis, a homesteader, for the price of $1.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Urban Life Institute For Every Man, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the City to reclaim title to 5925 South Paulina on October 29, 1981; and

WHEREAS, 5925 South Paulina was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Jimmie Travis, a homesteader, made an offer of $1.00 to purchase 5925 South Paulina; and

WHEREAS, Jimmie Travis, has further agreed to complete rehabilitation to bring this property into compliance with City standards; and

WHEREAS, The Department of Housing has reviewed his bid, and finds that Jimmie Travis has made a satisfactory offer, and has recommended the conveyance of 5925 South Paulina to Jimmie Travis for the price of $1.00; now, therefore,

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

SECTION 1. The conveyance of 5925 South Paulina to Jimmie Travis for the price of $1.00 is approved.

SECTION 2. Said conveyance to Jimmie Travis shall be conditioned upon his commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 6100 S. Hermitage to Katherine Davis.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property located at No. 6100 South Hermitage, to Katherine Davis, a Homesteader, for the price of $1.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Urban Life Institute For Everyman, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the city to reclaim title to 6100 South Hermitage on October 29, 1981; and

WHEREAS, 6100 South Hermitage was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Katherine Davis, a homesteader, made an offer of $1.00 to purchase 6100 South Hermitage; and

WHEREAS, Katherine Davis has further agreed to complete rehabilitation to bring this property into compliance with city standards; and

WHEREAS, The Department of Housing has reviewed her bid, and finds that Katherine Davis has made a satisfactory offer, and has recommended the conveyance of 6100 South Hermitage to Katherine Davis for the price of $1.00; now, therefore,

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

SECTION 1. The conveyance of 6100 South Hermitage to Katherine Davis for the price of $1.00 is approved.

SECTION 2. Said conveyance to Katherine Davis shall be conditioned upon her commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 6850 S. Parnell Av. to Mr. and Mrs. Sam L. Davis.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance of code-complied (HUD) property, located at No. 6850 South Parnell Avenue, owned by the Coalition for United Community Action (CUCA), a not-for-profit entity, to the City of Chicago for sale to a qualified homesteader, namely, Sam L. Davis and Minnie Davis, his wife, for the price of $20,000.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Coalition For United Community Action (CUCA), a not-for-profit entity proposes to sell to the City of Chicago the code-complied property located at 6860 South Parnell Avenue for $20,000.00; and

WHEREAS, The Department of Housing, City of Chicago desires to purchase 6850 South Parnell Avenue as one of several properties to be used and to convey the property to a homesteader in the Urban Homestead Program of the Department of Housing; and

WHEREAS, The Department of Housing has established the rehabilitation price of $20,000.00 for 6850 South Parnell Avenue; and

WHEREAS, Sam L. Davis and Minnie Davis, his wife who are urban homesteaders, have agreed to the rehabilitation sale price of $20,000.00 for 6850 South Parnell and have further agreed to conform to the City of Chicago Urban Homestead Agreement, now, therefore,

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

SECTION 1. The Department of Housing, City of Chicago is authorized to purchase 6850 South Parnell from the Coalition For United Community Action for $20,000.00 for conveyance to a Homesteader under the Urban Homestead Program.

SECTION 2. The conveyance of 6850 South Parnell Avenue to Sam L. Davis and Minnie Davis, his wife, Urban Homesteaders, for the rehabilitation price of $20,000.00 is approved.

SECTION 3. Said sale to Sam L. Davis and Minnie Davis, his wife, shall be conditioned upon their commitment to conform to the City of Chicago Urban Homestead Agreement.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 6722 S. Emerald Av. to Mr. and Mrs. J. D. Richmond, Jr.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance of code-complied (HUD) property, located at No. 6722 South Emerald Avenue, owned by the Coalition for United Community Action (CUCA), a not-for-profit entity, to the City of Chicago for sale to a qualified homesteader, namely, J. D. Richmond and Karen Richmond, his wife, for the price of $20,000.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Coalition For United Community Action (CUCA), a not-for-profit entity proposes to sell to the City of Chicago the code-complied property located at 6722 South Emerald Avenue for $20,000.00; and

WHEREAS, The Department of Housing, City of Chicago desires to purchase 6722 South Emerald Avenue as one of several properties to be used and to convey the property to a homesteader in the Urban Homestead Program of the Department of Housing; and

WHEREAS, The Department of Housing has established the rehabilitation price of $20,000.00 for 6722 South Emerald Avenue; and

WHEREAS, J. D. Richmond and Karen Richmond, his wife who are Urban Homesteaders, have agreed to the rehabilitation sale price of $20,000.00 for 6722 South Emerald Avenue and have further

agreed to conform to the City of Chicago Urban Homestead Agreement, now, therefore,

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

SECTION 1. The Department of Housing, City of Chicago is authorized to purchase 6722 South Emerald Avenue from the Coalition For United Community Action for $20,000.00 for conveyance to a Homesteader under the Urban Homestead Program.

SECTION 2. The conveyance of 6722 South Emerald Avenue to J. D. Richmond and Karen Richmond, his wife urban homesteaders, for the rehabilitation price of $20,000.00 is approved.

SECTION 3. Said sale to J. D. Richmond and Karen Richmond, his wife, shall be conditioned upon their commitment to conform to the City of Chicago Urban Homestead Agreement.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

Authority Granted for Conveyance of No. 4829 W. Jackson Blvd. to Curtis Young.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, September 12, 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 Harold Washington, Mayor (which was referred on July 27, 1983) to authorize the conveyance, under stated conditions, of HUD-owned property, located at No. 4829 West Jackson, to Curtis Young, a homesteader, for the price of $1.00, as approved by the Department of Housing, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Bethel Housing, Incorporated, a not-for-profit entity defaulted on their Agreement with the City of Chicago under the Rehabilitation of HUD-owned Properties Program, causing the City to reclaim title to 4829 West Jackson on October 29, 1979; and

WHEREAS, 4829 West Jackson was one of several properties reclaimed from defaulting not-for-profit sponsors for use in various Department of Housing Programs; and

WHEREAS, Curtis Young, a homesteader, made an offer of $1.00 to purchase 4829 West Jackson; and

WHEREAS, Curtis Young has further agreed to complete rehabilitation to bring this property into compliance with City standards; and

WHEREAS, The Department of Housing has reviewed his bid, and finds that Curtis Young has made a satisfactory offer, and has recommended the conveyance of 4829 West Jackson to Curtis Young for the price of $1.00; now, therefore,

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

SECTION 1. The conveyance of 4829 West Jackson to Curtis Young for the price of $1.00 is approved.

SECTION 2. Said conveyance to Curtis Young shall be conditioned upon his commitment to reimburse the City the costs incurred to bring the property into compliance with City standards.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

Action Deferred--ON PROPOSED ORDINANCES AUTHORIZING ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted a report which was, on motion of Aldermen Bloom and Frost, *Deferred* and ordered published.

CHICAGO, September 28, 1983.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition, to which was referred ten communications from the Office of the City Comptroller regarding the acceptance of bids for property located at sundry locations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the Italic heading in each case not being a part of the ordinance):

Nos. 332-342 S. Cicero Av./Nos. 4807-4811 W. Gladys Av.

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

Section 1. The City of Chicago hereby accepts the bid of New Home Baptist Church, No. 349 South Cicero Avenue, Chicago, Illinois 60644 to purchase for the sum of $15,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 27, 1983, page 13180 described as follows:

Lots 16, 17, 18 and 19 in Winhartz' Subdivision of Lots 11, 12, 13 in School Trustees' Subdivision of the North part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian,

in Cook County, Illinois (commonly known as Nos. 332-342 S. Cicero Avenue/4807-4811 W. Gladys Avenue, Permanent Tax No. 16-16-219-071).

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 1,500.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

Section 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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No. 1348 N. Cleveland Av.

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

Section 1. The City of Chicago hereby accepts the bid of Mid-Town Bank and Trust Co. of Chicago, Trustee under Trust No. 1018, No. 14 East Erie Street, Chicago, Illinois to purchase for the sum of $17,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 27, 1982, pages 13169-13170 described as follows:

Lot 5 in the Subdivision of the East half of Lot 30 and the North half of Lot 31 in Butterfields Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the map recorded March 30, 1859 in Book 160 of maps page 18, in Cook County, IL (commonly known as No. 1348 N. Cleveland Avenue, Permanent Tax No. 17-04-122-062).

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 1,700.00 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.

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No. 3700 W. Huron St.

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

Section 1. The City of Chicago hereby accepts the bid of Highway of Holiness Church, No. 5849 West Chicago Avenue, Chicago, Illinois to purchase for the sum of $8,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 4, 1983 re-advertise, page 12609 described as follows:

Lot 35 of Block 3 in W. J. Morton's Subdivision on the East half of the Northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian (commonly known as 3700 W. Huron Street, Fire Station, Permanent Tax No. 16-11-105-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Section 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

Section 3. The City Clerk is authorized to deliver the deposit check of $800.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

Section 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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Nos. 2140-2159 W. Jackson Blvd.

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

Section 1. The City of Chicago hereby accepts the bid of Earnest Gates, No. 307 South Leavitt Street, Chicago, Illinois 60612 to purchase for the sum of $5,760.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 15, 1983, page 14093 described as follows:

Lots 1 and 2 in Block 1 in Young's Subdivision of the West 5 acres of the Southeast quarter of the Northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinos (commonly known as 2149-2159 W. Jackson Boulevard, Permanent Tax No. 17-18-123-001).

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 $576.00 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.

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No. 3138 W. Lake St.

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

Section 1. The City of Chicago hereby accepts the bid of William Maturno and Scott Aeppli, as Tenants in Common, No. 827 South Hamlin, Park Ridge, Illinois to purchase for the sum of $26,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 16, 1982, re-advertise, page 12954 described as follows:

Lots 21 and 22 in Sub-Block 3 in West half of Block 8 in D.S. Lee's and others Subdivision of the South West quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Merdian, in Cook County, Illinois (commonly known as No. 3138 W. Lake Street, Fire Station, Permanent Tax No. 16-12-312-013).

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 $2,600.00 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.

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No. 1847 W. North Av.

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

Section 1. The City of Chicago hereby accepts the bid of Donald Chisolf, No. 9611 Bianco Terrace, Des Plaines, Illinois, 60016 to purchase for the sum of $4,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 27, 1982, page 13171 described as follows:

Lot 6 in Block 2 in Picket's Second Addition to Chicago in the North East quarter of Section 6, Township 39 North, Range 14, North of Milwaukee Avenue lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1847 North Avenue, Permanent Tax No. 17-06-201-006).

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 $460.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

Section 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

—

No. 1203 W. Roosevelt Rd.

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

Section 1. The City of Chicago hereby accepts the bid of William J. Cassidy Tire and Auto Sup. Co., No. 346 South Canal Street, Chicago, Illinois 60606 to purchase for the sum of $3,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 27, 1982, page 13172 described as follows:

Lot 2 (except the North 42 feet) in Block 1 Subdivision of Blocks 1 and 8 in Sampson and Green's Addition to Chicago in the Northwest quarter of Section 20, Township 39 North, Range 14 lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1203 W. Roosevelt Road, Permanent Tax No. 17-20-103-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Section 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

Section 3. The City Clerk is authorized to deliver the deposit check of $310.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

Section 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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No. 2139 W. Washington Blvd.

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

Section 1. The City of Chicago hereby accepts the bid of Metropolitan M.B. Church, No. 2151 West Washington Boulevard, Chicago, Illinois 60612 to purchase for the sum of $3,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 8, 1982, pages 13926/27 described as follows:

The North half of Lot 7 (except the East 22 feet thereof) in Block 59 in Canal Trustees' Subdivision in Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Ill. (commonly known as No. 2139 W. Washington Boulevard, Permanent Tax No. 17-07-326-003).

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 $350.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

Section 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

—

No. 2316 W. Washington Blvd.

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

Section 1. The City of Chicago hereby accepts the bid of The Catholic Bishop of Chicago, Corporation Sole, No. 155 East Superior Street, Chicago, Illinois to purchase for the sum of $2,240.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 12, 1982, pages 13341-13342 described as follows:

Parcel 1:

The East 5 feet of Lot 12 (except that part thereof reserved for alley) in Isaac A. Pool's Subdivision of Lots 15, 16 and 17 in Block 56 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian.

Parcel 2:

Lot 8 and the West 3.16 feet of Lot 9 in Starr's Subdivision of Lots 18, 19 and 20 in Block 56 in Canal Trustees Subdivision aforesaid, in Cook County, Illinois (commonly known as No. 2316 W. Washington Boulevard, Permanent Tax No. 17-07-320-032).

Such property is to be subject to Special Assessment and General Taxes of record.

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 $240.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

Section 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

No. 4358 S. Wentworth Av.

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

Section 1. The City of Chicago hereby accepts the bid of Wil Hollins Company, No. 4404 S. Wentworth Avenue, Chicago, Illinois, 60609 to purchase for the sum of $2,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 27, 1982, pages 14502-14503 described as follows:

Lot 10 (except south 1-1/2 inches East 74 feet) in Block 1 in Wallace's Subdivision of 10 chains of South and adjoining the North 5 chains of the West half of the Southeast quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4358 S. Wentworth Avenue, Permanent Tax No. 20-04-409-041).

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 $210.00 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.

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING CITY COMPTROLLER TO ACCEPT BID FOR BD. OF EDUCATION PROPERTY AT NOS. 3301-3359 N. NORMANDY AV./ NOS. 3300-3338 N. NATOMA AV./ NO. 6630 W. SCHOOL ST./ AND NOS. 6631-6657 W. ROSCOE ST.

The Committee on Land Acquisition and Disposition submitted the following report, which was on motion of Aldermen Bloom and Frost *Deferred* and ordered published:

CHICAGO, September 28, 1983.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred a communication from the Office of the City Comptroller regarding the acceptance of a bid for property located at Nos. 3301-3359 N. Normandy Avenue, Nos. 3300-3338 N. Natoma Avenue/No. 6630 W. School Street/ and Nos. 6631-6657 W. Roscoe Street, in the amount of $405,000 to Schorsch Builders, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance which was transmitted with the foregoing committee report:

Whereas, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

Whereas, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

Whereas, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

Whereas, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

Whereas, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Alsted Partnership, c/o Stephen L. Schorsch, No. 8647 W. Brodman Avenue, Chicago, Illinois 60656 in the amount of $405,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

John J. Lydon, M.A.I. January 18, 1983	$407,400
John E. Shanahan & Associates January 21, 1983	$455,000;

now, therefore,

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

Section 1. The City of Chicago hereby accepts the bid of Alsted Partnership to purchase vacant land described as follows, to-wit:

Lots 11 to 50, both inclusive, and vacant alley adjoining said Lots, in Hinkamp and Company's Belmont Avenue Subdivision being a Resubdivision of part of Oliver L. Watson's Belmont Heights Addition to Chicago of the South East Quarter of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which land has a frontage of 266.0 feet on W. Roscoe Street, a frontage of 266.10 feet on W. School Street, a frontage of 602.76 feet on N. Normandy Avenue and a frontage of 602.96 on N. Natoma Avenue, containing an area of approximately 160,334 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

Section 2. The Mayor and the City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property and to deliver said deed to the City Comptroller.

Section 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (Alsted Partnership) to the City Comptroller who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

Section 4. The City Clerk is authorized to return the deposit of the unsuccessful bidder Suburban Construction Company.

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

Action Deferred--ON PROPOSED ORDINANCES AUTHORIZING CITY COMPTROLLER TO ADVERTISE FOR SALE BD. OF EDUCATION PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted a report, which was on motion of Aldermen Bloom and Frost *Deferred* and ordered published.

CHICAGO, September 28, 1983.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred two communications from the Board of Education concerning the authority to advertise for sale property at sundry locations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted therewith.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the Italic heading in each case not being a part of the ordinance):

No. 2825 W. 19th St.

Whereas, The Board of Education of the City of Chicago at its regular meeting held March 24, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education 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 March 24, 1982, 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 8 to 20 inclusive in Block 6 in Levi P. Morton's Subdivision of the South East quarter of the South West quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, (except the right of way of the Chicago, Burlington and Quincy Railroad) in Cook County, Illinois

which land has a frontage of 509.5 feet Street and the depth varies from 34.4 feet to 150 feet abutting the Railroad. It contains approximately 50,645 square feet, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest 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.

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Nos. 5801-5827 N. Ottawa Av./Nos. 7616-7624 W. Ardmore Av.

Whereas, The Board of Education of the City of Chicago at its regular meeting held March 24, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education 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 March 24, 1982, 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 38, 39, 42, 43, 46 and 47 in Eckhoff's Garden Home Subdivision of the East 5.30 Chords of the South West quarter of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, lying North of the center line of Higgins Road,

which property has frontage of 297.27 feet on N. Ottawa Avenue and 131.90 feet on W. Ardmore Avenue and has an area of approximately 39,210 square feet/0.90 acres of vacant land not used

for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

Section 2. That the 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.

COMMITTEE ON LEASES.

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

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

On separate motions made by Alderman Kellam *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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

Department of Health
(No. 1824 W. 47th St.).

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Prospect Federal Savings and Loan Association of Northern Illinois for approximately 3,642 square feet of office space located at 1824 West 47th Street for use as the Back of the Yards Mental Health Center for the Department of Health; such lease to be approved by the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 2111 of this Journal.]

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

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

(Continued on page 2112)

LEASE—Short Form Lease No. 10000 Form C. O. No. 10 City of Chicago

This Agreement,

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

A. D. 19 , between Prospect Federal Savings and Loan Association of Northern Illinois

..... , as Lessor ,

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

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 3,642 square feet of office space located at 1824 West 47th Street for use as the Back of Yards Mental Health Center for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 19 83, and ending on the 31st day of July A. D. 19 87. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 1715 West 47th Street, Chicago, Illinois 60609 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor shall comply with the provisions of the Municipal Building Code.

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

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

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

..... Assistant Corporation Counsel.

Approved:

Assistant Comptroller, Real Estate

Approved:

Commissioner, Department of Health

By:

Prospect Federal Savings and Loan Association of Northern Illinois

CITY OF CHICAGO

By.....

Acting City Comptroller.

(Continued from page 2110)

Rider "A"

Notification Provision.

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

Rider "B"

Rental Payment Provisions.

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

One Thousand One Hundred and no/100 Dollars ($1,100.00) per month for the period beginning on the 1st day of August, 1983, and ending on the 31st day of July, 1984;

One Thousand One Hundred-fifty and no/100 Dollars ($1,150.00) per month for the period beginning on the 1st day of August, 1984, and ending on the 31st day of July, 1985;

One Thousand Two Hundred and no/100 Dollars ($1,200.00) per month for the period beginning on the 1st day of August, 1985, and ending on the 31st day of July, 1986;

One Thousand Two Hundred-fifty and no/100 Dollars ($1,250.00) per month for the period beginning on the 1st day of August, 1986, and ending on the 31st day of July, 1987.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Prospect Federal Savings and Loan Association of Northern Illinois, 1824 West 47th Street, Chicago, Illinois, 60609.

Rider "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs within 30 days of execution of lease:

Provide additional interviewing office by partitioning existing first floor office;

Install air conditioning ducts into waiting room area;

Paint entire facility;

Repair damaged wallpaper on second floor in southeast room;

Repair all broken radiator valves;

Repair where necessary any damaged floor tiles matching as close as possible;

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

Provide and pay for air conditioning when required for comfortable occupancy; maintain plant and equipment in good operable condition;

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

Provide and pay for plate glass insurance;

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply with the provisions of the Municipal Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies, but the Lessor shall have the right to exercise any protests, or other legal remedies as provided by law.

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

Lessee under this lease shall:

Provide and pay for custodial service;

Pay for electricity as metered;

Pay for its own water on said premises;

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

Additional terms and conditions:

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

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

Lessee shall exercise reasonable care in the use and occupancy of the building and shall not require Lessor to be responsible for repairs, necessitated by the negligence of the Lessee.

Department of Health
(No. 1971 W. 111th St.)

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Laurie B. Peterson, as sole beneficiary under Beverly Bank Trust, Trust

No. 8-4250, for approximately 3,795 square feet of office space located at 1971 West 111th Street, for use by the Department of Health; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 2115 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Rental Payment Provisions.

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

One Thousand Five Hundred and no/100 Dollars ($1,500.00) per month for a period beginning on the 1st day of October, 1983, and ending on the 30th day of September, 1984;

One Thousand Six Hundred and no/100 Dollars ($1,600.00) per month for a period beginning on the 1st day of October, 1984; and ending on the 30th day of September, 1985;

One Thousand Seven Hundred and no/100 Dollars ($1,700.00) per month for a period beginning on the 1st day of October, 1985, and ending on the 30th day of September, 1986.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller to Beverly Hills Realty Co., 1911 West 103rd Street, Chicago, Illinois, 60643.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Replace or repair the floor in first floor washroom;

Replace toilet tank lid and seat in first floor washroom;

Strip existing wallpaper and paint first floor washroom;

Install exhaust fan in second floor washroom;

Remove stains in sink or replace sink in second floor washroom;

Install missing protective covers on fluorescent lighting on first floor;

Repair or replace damaged ceiling fixture on second floor;

Repair or replace torn carpeting at rear of first floor waiting room;

Repair clogged second floor sink at northeast corner of building;

Paint entire premises where necessary;

Rod out basement drains and replace broken basement windows;

Remove debris from basement area;

(Continued on page 2116)

LEASE—Short Form Lease No. 10009 Form C. O. No. 718 City of Chicago

This Agreement,

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

A. D. 19 , between Laurie B. Peterson, as sole beneficiary under Beverly Bank Trust, Trust No. 8-4250, dated March 30, 1973, as Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit approximately 3,795 square feet of office space located at 1971 West 111th Street for use as the Beverly-Morgan Park Mental Health Center for The Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 1983, and ending on the 30th day of September A. D. 1986. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Beverly Hills Realty, 1911 W. 103rd St. Chicago, IL 60643 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto And Made A Part Hereof payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

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

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

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel.

Approved:

Real Estate

Assistant Comptroller,

Approved:

Commissioner, Department of Health

By:

Laurie B. Peterson, as Sole Beneficiary Under Beverly Bank Trust, Trust No. 8-4250

By

Acting City Comptroller.

(Continued from page 2114)

Install storm windows on first floor within 90 days of execution of lease;

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

Provide and pay for central air conditioning on the first floor; maintain plant and equipment in good operable condition on first floor only;

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

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant;

Maintain exterior and interior of building, including maintenance of all mechanical components;

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises;

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

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

Lessee under this lease shall:

Provide and pay for custodial service.

Pay for electricity as metered.

Pay for its own water on said premises.

Provide and pay for plate glass insurance.

Additional terms and conditions:

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

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

Lessor written notice by certified or registered mail at the address cited herein.

Department of Human Services.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Norman S. Rosen and Leonard V. Solomon as beneficiaries under Guaranty Bank and Trust Company, Trust No. 11178, dated February 1, 1966, for approximately 56,400 square feet of office space located at 6400 S. Green Street for use by the Department of Human Services, such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality in substantially the following form:

[Lease attached to this ordinance printed on page 2118 of this Journal.]

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

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

Rider "A"

Notification Provision.

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

Rider "B"

Rental Payment Provisions.

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

Eight Thousand Seven Hundred Eighty-nine and 00/100 ($8,789.00) Dollars per month for the period beginning on the 1st day of January, 1983, and ending on the 31st day of December, 1983;

Nine Thousand Three Hundred Fifty-three and 00/100 ($9,353.00) Dollars per month for the period beginning on the 1st day of January, 1984, and ending on the 31st day of December, 1984.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller to 64th & Green Building, c/o Norman S. Rosen, 4711 Golf Road, Suite 403, Skokie, Illinois, 60076.

Rider "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday. Heating shall be turned on sufficiently in advance each morning to insure that the premises are heated to approximately 68F by 8:00 A.M. and maintain plant and equipment in good operable condition;

(Continued on page 2119)

LEASE—Short Form Lease No. 11000 Form C. O. No. 18 City of Chicago.

This Agreement,

Made this ..... day of ..... A. D. 19 , between Norman S. Rosen and Leonard V. Solomon as beneficiaries under Guaranty Bank and Trust Company, Trust No. 11178, dated February 1, 1966, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 56,400 square feet of office space to be occupied by the Department of Human Services as a Community Service Center located at 6400 S. Green Street.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1983, and ending on the 31st day of December A. D. 1984. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Norman S. Rosen, 4711 Golf Road, Suite 403, Skokie, IL 60076 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor. Lessor shall comply with the provisions of the City of Chicago Municipal Building Code.

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

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

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel.

Approved:

Assistant Comptroller, Real Estate

Approved:

Commissioner, Department of Human Services

Beneficiaries under Guaranty Bank and Trust No. 11178, Dated February 1, 1966.

By: Norman S. Rosen

By: Leonard V. Solomon

By: Comptroller.

(Continued from page 2117)

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

Provide and pay for window-washing service on an annual basis;

Provide and pay for elevator service and maintain same;

Provide and pay for janitorial services;

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

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

Provide and maintain at all times public liability insurance in the amount of $500,000 combined single limit with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to annual renewal date;

Should any of the above described policies be cancelled on or before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Provide and pay for plate glass insurance covering ground floor only;

Provide air-conditioning units and maintain same;

Pay for electricity as metered;

Provide and maintain fire extinguishers;

Supply personnel to operate elevator when necessary;

Make and pay for repairs for damages to said premises caused by acts of vandalism, which would include bulbs for exit signs and glass during hours of operation.

Additional terms and conditions:

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

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

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and or correct any fire hazards, health hazards or any violations of the municipal building code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense

thereon from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

—

Department of Police/Beat Representative Program (No. 500 S. Racine Av.).

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Southmark Corporation, as beneficiary under American National Bank and Trust Company, Trust No. 47559, dated August 30, 1979, for approximately 432 square feet of office space in Room 103 at 500 South Racine, for use by the Department of Police/Beat Representative Program; such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 2121 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provision.

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

Rental Payment Provisions.

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

Four Hundred Seventeen and 60/100 Dollars ($417.60) per month for the period beginning on the 1st day of January, 1983, and ending on the 31st day of December, 1983;

Four Hundred Forty-two and 80/100 Dollars ($442.80) per month for the period beginning on the 1st day of January, 1984, and ending on the 31st day of December, 1984;

Four Hundred Eighty-six and no/100 Dollars ($486.00) per month for the period beginning on the 1st day of January, 1985, and ending on the 31st day of December, 1985.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Tara Centers, Inc., P.O. Box 80950, Atlanta, Georgia, 30366.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

(Continued on page 2122)

LEASE—Short Form Lease No. 12011 Form C. O. No. 1B City of Chicago

This Agreement,

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

A. D. 19 , between Southmark Corporation, as Beneficiary under American National Bank and Trust Company Trust, Trust No. 47559, Dated August 30, 1979, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 432 square feet of office space in Room 103 at 500 South Racine Avenue, to be occupied by the Beat Representative Program of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 83, and ending on the 31st day of December A. D. 1985. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Tara Centers, Inc., P.O. Box 80950, Atlanta, GA 30366 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. $

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

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

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel.

Approved:

Asssitant Comptroller Real Estate

Approved:

Superintendent of Police

By:

Southmark Corporation, as Beneficiary Under American National Bank and Trust Company Trust,,Trust No. 47559, Dated 8-30-79

By

Comptroller.

(Continued from page 2120)

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

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

Provide and pay for central air conditioning between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday when necessary to provide for comfortable occupancy of the demised premises; maintain plant and equipment in good operable condition;

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

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial Service shall not be construed to mean cleaning, washing, or sweeping or any kind; or moving of furniture, replacing the light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant;

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

Operate and maintain in good working condition at its sole expense the heating, ventilation, air conditioning, plumbing, electrical, and elevator systems contained within the demised premises;

Maintain the mall's interior and exterior, including outside grounds;

Provide daily custodial service for mall area which shall include cleaning, washing, or sweeping or any kind;

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies, but the Lessor shall have the right to exercise any protests, or other legal remedies as provided by law;

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

Lessee under this lease shall:

Pay for electricity as metered.

Additional terms and conditions:

In the event of breach of the covenants, terms and conditions contained herein by the Lessor. The Lessee shall give written notice by certified or registered mail to Lessor at address cited herein. Lessor shall be given ten (10) days to notify Lessee written notice of a time period that breach will be corrected. If the Lessor does not notify Lessee within the ten (10) day period. Lessee shall have the right to terminate this lease immediately. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions, of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby;

Lessee shall exercise reasonable care in the use and occupancy of the building and shall not require Lessor to be responsible for repairs, necessitated by the negligence of the Lessee;

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

—

Department of Police/Beat Representative Program (No. 1600 N. Wells St.).

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Pipers Alley Company, an Illinois Partnership, under American National Bank Trust, Trust No. 33204, dated July 17, 1974, for approximately 500 square feet of office space located in the Piper's Alley Space No. 16 at 1600 N. Wells Street, for use by the Beat Representative Program of the Department of Police; such lease to be approved by the Superintendent of the Department of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 2124 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provision.

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

Rental Payment Provisions.

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

Four Hundred Seventy-five and no/100 Dollars ($475.00) per month for a period beginning on the 1st day of September, 1983; and ending on the 31st day of August, 1984;

Four Hundred Ninety-eight and 75/100 Dollars ($498.75) per month for a period beginning on the 1st day of September, 1984; and ending on the 31st day of August, 1985;

Five Hundred Twenty-three and 69/100 Dollars ($523.69) per month for a period beginning on the 1st day of September, 1985; and ending on the 31st day of August, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to M. D. Maremont Company, Inc., Suite 1810, 100 North LaSalle Street, Chicago, Illinois, 60602.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

(Continued on page 2125)

LEASE—Short Form Lease No. 12018 Form C. O No. 1B City of Chicago

This Agreement,

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

A. D. 19 , between Piper's Alley Company, Inc., An Illinois Partnership, Under American National Bank Trust, Trust No. 33204, dated July 17, 1974 ..... as *Lessor* , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor S do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 500 square feet of store front space in the mall in the building known as Piper's Alley Space #16 located at 1600 N. Wells Street, to be used by the Beat Representative Program/Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1983, and ending on the 31st day of August A. D. 1986. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at M.D. Maremont Co., Suite 1810,100 North LaSalle St., Chicago, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made A Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto And Made A Part Hereof.

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel.

Approved:

Assistant Comptroller, Real Estate

Approved:

Superintendent, Department of Police

By:
M.D. Maremont Company, Inc., Managing Agent for Piper's Alley Company under American National Bank Trust, Trust No. 33204, dated July 17, 1974.

By:
Comptroller,

By:
Acting City Comptroller

(Continued from page 2123)

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

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

Provide air conditioning unit and maintain same in good operable condition;

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

Provide and pay for janitorial service;

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

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

Provide for security patrol Sunday thru Thursday, from 2:00 P.M. to 1:00 A.M., Friday and Saturday from 2:00 P.M., to 3:00 A.M.;

Provide and pay for electricity as metered;

Provide for maintenance of the public space;

During the term of this lease provide and maintain at all times public liability insurance in the amount of $1,000,000 combined single limit; with the Lessee to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Provide for its own custodial service.

Additional terms and conditions:

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

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

—

Department of Police/Beat Representative Program
(No. 1718 W. 95th St.).

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of Lease from Joseph M. Heidecker and Dorothy A. Heidecker as beneficiaries under Heritage Standard Bank & Trust Company Trust, Trust No. 8271, dated December 30, 1982, for approximately 1,086 square feet of office space located at 1718 West 95th Street, for use by the Department of Police/Beat Representative Program, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 2127 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provision.

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

Rental Payment Provisions.

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

Three Hundred Seventy-five and 00/100 Dollars ($375.00) per month for a period beginning on the 1st day of May, 1983 and ending on the 30th day of April, 1984;

Three Hundred Eighty-five and 00/100 Dollars ($385.00) per month for a period beginning on the 1st day of May, 1984 and ending on the 30th day of April, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to 1712 Building Company, 1712 West 95th Street, Chicago, Illinois, 60643.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

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

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

Provide central air conditioning and maintain plant and equipment in good operable condition;

Provide janitorial service which is the maintenance of the exterior and interior of building, including maintenance of all mechanical components;

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

(Continued on page 2128)

LEASE—Short Form No. 12009 Form C. O. No. 18 City of Chicago

This Agreement,

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

A. D. 19 , between Joseph M. Heidecker and Dorothy A. Heidecker, as beneficiaries under Heritage Standard Bank & Trust Co. Trust , Trust No. 8271, dated December 30, 1982 Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor S do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1086 square feet of ground floor office space located at 1718 W. 95th St., for use as an area center for the Beat Representative Program of the Department of Police

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May A. D. 1983, and ending on the 30th day of April A. D. 1986. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Joseph M. Heidecker, 1712 West 95th St. Chgo., IL 60643 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made A Part Hereof ..... per month, Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

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

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel.

Approved:

Assistant Comptroller, Real Estate

Approved:

Superintendent of the Department of Police

Beneficiaries under Heritage Standard Bank & Trust Co., U/T 8271, Dated 12/31/82

By:

By:

By

Comptroller.

(Continued from page 2126)

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises;

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

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

Lessee under this lease shall:

Pay for electricity as metered;

Provide and maintain plate glass insurance.

Additional terms and conditions:

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

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

In the event the demised premises is sold during the term of this lease, the new Lessor shall have the right to relocate the Lessee to the comparable adjacent first floor office space within said building at the same rental rates per square foot as called for under this lease. Said relocation shall only take place after the Lessor has given the Lessee sixty (60) days prior written notice of Lessor's intention to relocate the Lessee. Said relocation must be approved by the Lessee with Lessee's approval not to be unreasonably withheld. Lessee must notify the Lessor of its decision with respect to relocation within thirty (30) days of receipt of Lessor's relocation notice. Failure of the Lessee to respond to the Lessor in writing within thirty (30) days shall be construed as the Lessee's approval of the proposed relocation. If Lessee agrees to the Lessor's request to relocate to the comparable space within the building, Lessor shall be responsible for paying all costs associated with the relocation. Lessor shall have the right to select the deliveries of the relocation services.

COMMITTEE ON LICENSE.

Chapter 147, Section 147-13 of Municipal Code of Chicago Amended Concerning Closing Hours of Licensed Retailers of Alcoholic Liquors.

The Committee on License submitted the following report:

CHICAGO, September 28, 1983.

To the President and Members of the City Council:

Your Committee on License, to which was referred on July 29, 1983 a proposed ordinance amending Chapter 147, Section 147-13 of the Municipal Code of Chicago; relating to the closing hours of licensed retailers of alcoholic liquor, etc., begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance as submitted, transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. Section 147-13 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in Italics as follows:

147-13. No person licensed hereunder as a retailer of alcoholic liquor shall sell, permit to be sold, or give away any alcoholic liquor between the hours of two o'clock A.M. and seven o'clock A.M. on week days and between the hours of three o'clock A.M. and twelve o'clock noon on Sundays.

Any person licensed hereunder as a retailer of alcoholic liquor may sell at retail any alcoholic liquor on Sundays until the hour of three o'clock A.M. and between the hours of twelve o'clock noon and midnight.

During such prohibited hours of sale, every location, place or premise where alcoholic liquor may be sold at retail shall be kept closed, and no person other than the licensee or an employee or a member of the immediate family of the licensee shall be permitted to remain therein. All doors directly opening into or out of such location, place, or premise for ingress thereto or egress therefrom shall be securely locked during the prohibited hours of sale. The provisions of this section relating to the closing of the premises and the locking of the doors shall not apply to restaurants and hotels licensed as food dispensers nor to clubs, drug stores, and delicatessen stores.

Any person licensed under this chapter, who shall be the holder of a public place of amusement license issued under other provisions of this Code for the same premises for which such person holds a retail liquor dealer's license, or who shall keep and maintain on such licensed premises a restaurant within the meaning of that term as defined in an act entitled "An Act relating to alcoholic liquors," approved January 31, 1934, as amended, and shall be the holder of a food dispenser's license issued under other provisions of this Code, shall have the privilege, upon the payment of an additional fee of Five Hundred Eighty-seven Dollars and Fifty Cents for each license period, of remaining open and selling alcoholic liquor on Sundays until the hour of five o'clock A.M. and weekdays until the hour of four o'clock A.M. Any other persons licensed under this chapter shall be entitled to such privilege, upon the payment of such additional fee, provided, however, that where one-half of the buildings wholly within a distance of [three] *four* hundred

feet from such person's licensed premises are used for residence or apartment house purposes, such person shall first obtain and file with the [Director of Revenue] *City Comptroller* the written consent of a majority of the legal voters residing within such area. It shall be the duty of the [Commissioner of Buildings] *Commissioner of Inspectional Services* to cause an investigation to be made and to endorse on the application for such privilege whether or not one-half of the buildings wholly within such area are used for residence or apartment house purposes.

A majority of the legal voters residing within such area may file a petition with the City Comptroller, requesting the Mayor, as local Liquor Control Commissioner, to suspend or revoke such privilege. The City Comptroller shall deliver the petition to the Mayor within five days of filing. Within ten days thereafter the Mayor shall set a hearing date and shall send notice of such hearing to the licensee at the address of the licensed premises and to each petitioner at the address indicated on the petition. Notice shall be sent by certified mail, return receipt requested. The hearing shall be commenced no later than 45 days after the filing of the petition and shall be conducted in the same manner as other hearings on the revocation or suspension of licenses issued pursuant to this Chapter.

Upon a finding that there is due and just cause to discontinue the privilege granted pursuant to this Section, the Mayor as local Liquor Control Commissioner may either revoke such privilege permanently or suspend such privilege for a period of not more than 30 days.

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

Chapter 147, Section 147-2 of Municipal Code of Chicago Amended Concerning Sale of Alcoholic Liquor at Licensed Liquor Premises.

The Committee on License submitted the following report:

CHICAGO, September 28, 1983.

To the President and Members of the City Council:

Your Committee on License, to which was referred on August 17, 1982 a proposed ordinance amending Chapter 147, Section 147-2 of the Municipal Code of Chicago, relating to the location of premises licensed for the sale of proposed alcoholic liquor, etc., begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

Alderman Sheahan moved to amend the said proposed substitute ordinance by deleting the words "B4 or B5" and inserting the words "all B" in lieu thereof. The motion *Prevailed.*

Thereupon, on motion of Alderman Huels the proposed substitute ordinance was *Passed, as amended,* 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, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--46.

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That Section 147-2 of the Municipal Code of Chicago be amended by striking therefrom certain language in the brackets below and by including the language in Italics:

147-2....
No license shall be issued for the sale of alcoholic liquor [for consumption on the premises] in those areas designated in the Chicago Zoning Ordinance as [B4 or B5] *all B* districts, if the premises sought to be licensed is within 400 feet *excluding streets, alleys and public ways* of an existing premises *licensed for the sale of alcoholic liquor, said measurement shall be from property line to property line* [for consumption on the premises]; provided however, that this prohibition shall not apply to hotels offering restaurant service, restaurants, or to clubs; nor to the renewal or issuance of a license for the sale of alcoholic liquor [for consumption on the premises] where said place of business was established and licensed prior to the effective date of this ordinance and has operated continuously subsequent to the effective date of this ordinance.

SECTION 2. This ordinance shall be in full force and effect from and after its date of publication. This ordinance shall not apply to any application filed with the Department of Finance prior to the date of publication.

COMMITTEE ON STREETS AND ALLEYS.

Ordinances Passed for Grants of Privilege in Public Ways.

The Committee on Streets and Alleys, to which had been referred on July 27, August 10, 17 and 31, 1983, twenty-four proposed ordinances for grants of privilege 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

Grant to Central Service Co.

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

SECTION I. Permission and authority are hereby given and granted under the terms and subject to the conditions of this ordinance, to Central Service Company, to maintain and use as now constructed a one (1) story covered bridge or passageway sixty-five (65) feet in width over and across the east-west sixteen (16) foot public alley between W. Belle Plaine Avenue and W. Cuyler Avenue, west of and adjoining the west line of N. Ravenswood Avenue, and the lowest portion thereof shall be not less than twelve (12) feet above the surface of the public way at said location. 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 July 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 One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance, the first payment to be made as of July 14, 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. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege

being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The 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 (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 or 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 Shortening 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 Shortening Corp., a corporation, 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 E. 91st Street at a point one hundred (118) feet east of the east line of S. Baltimore Avenue; for a period of five (5) years from and after July 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 Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of July 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 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 Title and Trust Co.
U/T No. 1078225.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Title and Trust Company, Trustee under Trust Agreement known as Trust No. 1078225, upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the sidewalk adjacent to the property commonly known as 501 South Wells Street. The area shall be used for the installation of a railroad coach car to provide additional seating for the adjacent restaurant at the above location. Said space shall extend point five (.5) feet south of the corner of Sherman Street and West Congress Parkway and shall extend west eighty-two (82) feet towards S. Wells Street at which point said occupation of space shall extend two point five (2.5) feet into the sidewalk. The area of public way occupied by the protrusion is one hundred and twenty-three (123) square 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 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 the date of passage 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 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 Tribune Co.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to The Chicago Tribune Company to construct, maintain and use an employee bus shelter. Said shelter shall be located approximately five hundred fifty-eight (558) feet east of the northwest corner of grantee's property line adjacent to 777 W. Chicago Avenue. Said shelter shall be approximately nine (9) feet in height, eight (8) feet three (3) inches in length, five (5) feet eight (8) inches in width and five (5) feet eight (8) inches from the south curb line of West Chicago Avenue. 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 the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance, the first payment to be made as of date of passage of this ordinance 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 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 Cotter and Co.

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

SECTION 1. Permission and authority are hereby given and granted to Cotter and Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track sixty-six (66) feet over and across N. Dayton Street from a point on the west line thereof eighty-six (86) feet north of the north line of West Eastman Street to a point on the east line of said Dayton Street seventy-five (75) feet north of the north line of West Eastman Street; 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 $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 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 R. R. Donnelley & Sons Co.

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

SECTION 1. Permission and authority are hereby given and granted to R. R. Donnelley & Sons Company, upon the terms and subject to the conditions of this ordinance to maintain and use an existing tunnel for the purpose of pedestrian crossing. The dimensions of said tunnel shall not exceed fourteen (14) feet in width nor seven (7) feet in depth, under and across S. Calumet Avenue at a point approximately one hundred fifty-six (156) feet south of the south line of E. 21st Street. Tunnel connects the Calumet Plant building with the West Plant building; for a period of five (5) years from and after November 2, 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 November 2, 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 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 Bank of Oak Park, U/T No. 7752.

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

SECTION 1. Permission and authority are hereby given and granted to First Bank of Oak Park as trustee U/T 7752 and not individually, to maintain and use a portion of the public right of way for the purpose of additional parking space. Said area used being described as follows:

1. Beginning at a point on the south line of W. 31st Place and east of the east line of S. Wood Street, proceeding in a southerly direction approximately one hundred forty-five (145) feet, thence changing to a westerly direction for a distance of approximately ten (10) feet, thence changing to a northerly direction continuing approximately one hundred forty-five (145) feet, thence changing to an easterly direction approximately ten (10) feet to P.O.B. for a total of fourteen hundred fifty (1450) square feet.

2. Beginning at a point on the south line of W. 31st Place and west of the west line of S. Wood Street, proceeding in a southerly direction approximately one hundred forty-five (145) feet, thence changing to an easterly direction for a distance of approximately ten (10) feet, thence changing to a northerly direction approximately one hundred forty-five (145) feet, thence changing to a westerly direction approximately ten (10) feet to P.O.B. for a total of fourteen hundred fifty (1450) square feet.

Total of all area occupied on the public right of way being approximately twenty-nine hundred (2900) square feet and attached to the premises commonly known as 3100 S. Wood Street. Above described use of the public right of way shall exist by authority herein granted for a period of five (5) years from and after May 4, 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 Two Hundred and no/100 Dollars ($200.00) per annum, in advance, the first payment to be made as of May 4, 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 immediately 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 $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 shall also indemify 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 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 Sydney R. Forkosh 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 Sydney R. Forkosh Memorial Hospital, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed underground conduits to convey oxygen and electricity, under and across the sixty-six (66) foot public right of way of N. Maplewood Avenue at a depth of approximately four (4) feet below street grade. Said conduits shall be encased in a ten (10) inch diameter steel casing, when under Maplewood Avenue only, under and across the adjoining sidewalks and parkways, said conduits shall be encased in one (1) foot by one (1) foot, solid casing. The copper oxygen conduit encased in above casing is two (2) one eighth (1/8) inch in diameter. The two (2) electrical conduits are one (1) inch diameter with lines insulated against electrolysis. Said privilege shall exist by authority herein granted for a period of five (5) years from and after October 20, 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 October 20, 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 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 Illinois Central Gulf R.R. 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 Central Gulf Railroad Company, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, four (4) three-inch conduits under and across E. South Water Street to carry telephone and communication cables from the property of the Illinois Central Gulf Railroad Company to the Two Illinois Central Building at No. 233 N. Michigan Avenue. Said conduits shall begin from a point on the south line of E. South Water Street two hundred thirty-nine (239) feet east of the east line of N. Michigan Avenue proceeding north and northwesterly to a point on the north line of said E. South Water Street two hundred twenty-four (224) feet east of the said east line of N. Michigan Avenue. Authority for the above described privilege shall exist for a period of five 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 Three Hundred and no/100 Dollars ($300.00) 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 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 Joanna-Western Mills Co.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to Joanna-Western Mills Company, a corporation, to maintain and use as now constructed a railroad switch track in S. Lumber Street connecting with the existing track of the Chicago, Burlington and Quincy Railroad at a point twenty (20) feet northeast of the south line of W. 20th Place, thence running southwesterly on a curve to a point on the westerly side of S. Lumber Street sixty (60) feet southwesterly of said south line of W. 20th Place; also to maintain and use as now constructed a railroad switch track connecting with the existing track of the Chicago, Burlington and Quincy Railroad in S. Lumber Street from a point two hundred sixty (260) feet southwesterly of the south line of W. 20th Place, thence southwesterly on a curve to point on the westerly line of S. Lumber Street four hundred twenty (420) feet south of said south line of W. 20th Place. 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 November 28, 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 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 28, 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 anytime 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 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 E. W. Kneip, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to E. W. Kneip, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now erected an I-beam over the sidewalk in front of the premises commonly known as 913 W. Fulton Street. Said I-beam not to extend more than ten feet two inches (10'2") beyond the lot line of said location. 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 June 23, 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 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 23, 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 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 LaSalle National Bank, U/T No. 105174.

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

SECTION 1. Permission and authority are hereby given and granted upon the terms and subject to the conditions of this ordinance to LaSalle National Bank, as Trustee U/T No. 105174 to maintain and use as now constructed a covered bridge or structure not exceeding forty (40) feet in length, twenty-four (24) feet in width nor four (4) stories in height over a portion of the turning space at the northerly end of the public alley running northwesterly from N. Ashland Avenue, easterly of and parallel to N. Milwaukee Avenue in the rear of the premises known as Nos. 1324-26 N. Bauwans Street. 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 December 7, 1981.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Five and no/100 Dollars ($205.00) per annum, in advance, the first payment to be made as of December 7, 1981 and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The Insurance Company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved

to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the Bonding Company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly Public Liability and Property Damage Insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The 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 (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 the ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Tom Lazarevski.

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

SECTION 1. Permission and authority are hereby given and granted to Tom Lazarevski, upon the terms and subject to the conditions of this ordinance to construct and maintain one (1) sample basin under the sidewalk in front of the premises known as 1316 S. Halsted Street. Said sample basin shall be sixty (60) inches in diameter at the base tapering to thirty-six (36) inches at the top. Said basin shall be located eight (8) feet below sidewalk grade and approximately four (4) feet from the property line. Said basin is to be attached to the building and City of Chicago sewer lines for the purpose of permitting the Sanitary District twenty-four (24) hour sampling. The authority herein granted shall be for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month 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 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 Herbert J. Miner.

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

SECTION 1. Permission and authority are hereby given and granted, upon the conditions and subject to the terms of this ordinance to Herbert J. Miner to maintain and use, as now constructed, a loading device consisting of pulleys and cables and supported by steel legs when in use; said loading device to be seven (7) feet in width and eight (8) feet in length and when not in use shall be raised up so as to be entirely on private property. Said loading device shall be located on the south side of the east-west sixteen (16) foot public alley in the rear of the premises known as No. 308 W. Erie Street. 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 December 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 Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance, the first payment to be made as of December 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 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 161 East Grand Assoc.

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

SECTION 1. Permission and authority are hereby given and granted to 161 East Grand Associates, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a loading dock in St. Clair Street, north of the east-west public alley. Said loading dock being forty-eight (48) feet in length at the longest point by eighteen (18) feet six (6) inches in width of the east property line of St. Clair Street and shall be attached to the east side of the building located at 161 E. Grand Street. Authority for said privilege to remain in effect for 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Six Hundred Ten and no/100 Dollars ($1,610.00) 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. 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 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 Palmer House Co.

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

SECTION 1. Permission and authority are hereby given and granted to the Palmer House Company, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, subsurface space (vaults), used for restrooms, offices and storage. The dimensions and locations of said subsurface space are as follows:

> Under E. Monroe Street - Vaulted space is approximately eighty-four (84) feet in length, ten point twenty-five (10.25) feet in width, or approximately eight hundred sixty-one (861) square feet of space, located under the southerly side of W. Monroe St., beginning at a point approximately two hundred forty-nine point six (249.6) feet east of the east line of S. State St., and proceeds in an easterly direction a distance of approximately eighty-four (84) feet.

Under S. Wabash Avenue - Vaulted space is approximately thirty-four point sixty-six (34.66) feet in length, fifteen point thirty-three (15.33) feet in width, or approximately five hundred thirty-two (532) square feet of space, located under westerly side of S. Wabash Avenue, beginning at a point approximately three point seventy-five (3.75) feet south of the south line of E. Monroe Street and proceeding in a southerly direction for a distance of approximately thirty-four point sixty-six (34.66) feet.

Both vaults connect at the southwest corner of E. Monroe Street and S. Wabash Avenue, adjacent to the thirteen (13) story building commonly known as 27 East Monroe Street. Total area of all subsurface space used is approximately one thousand three hundred ninety-three (1,393) 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 October 20, 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 Thousand Three Hundred Thirty-seven and no/100 Dollars ($1,337.00) per annum, in advance, the first payment to be made as of October 20, 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 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 Oscar Paris.

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

SECTION 1. Permission and authority are hereby given and granted to Oscar Paris upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the sidewalk at the NE corner of East Illinois Street and North St. Clair Street adjacent to the property commonly known as 200 E. Illinois Street. Said space shall be used for the purpose of selling produce and shall extend into the sidewalk on North St. Clair Street eight (8) feet in width and eight (8) feet in length starting at a point fifteen (15) feet north of the abovementioned corner. This area shall be utilized by authority herein granted for six (6) months a year, May through October, for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public

way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

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 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 $250,000.00 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 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.

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Grant to Michael Reese Hospital and Medical Center.

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

SECTION 1. Permission and authority are hereby given and granted to Michael Reese Hospital and Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use a one-story covered pedestrian bridge for access between the existing Mandel Clinic building and the new Diagnostic Facility building. Street clearance from beneath the underside of bridge floor construction to the finished street surface is approximately fifteen (15) feet. Bridge dimensions are approximately seventy (70) feet in length and thirteen (13) feet in width, outside dimensions. The bridge follows in a north-south direction at the second floor level of the Mandel Clinic building and begins approximately fifteen feet west of the west line of S. Ellis Avenue over and across E. 29th Street and entering into the second floor of the Diagnostic Facility at a point approximately thirteen (13) feet west of the west line of S. Ellis Avenue. 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 October 20, 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 October 20, 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 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 Sears, Roebuck & Co.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance to Sears, Roebuck & Company, a New York corporation, to maintain and use as now constructed a pedestrian tunnel for employee use between two plant buildings. Dimensions of said tunnel are approximately nineteen (19) feet in width outside dimensions and seven (7) feet in height outside dimensions. Ceiling of said tunnel is approximately four and one half (4-1/2) feet below street grade with bottom of said tunnel approximately thirteen (13) feet two and one half (2-1/2) inches below street grade. Said tunnel is under and across the sixty-six (66) foot public right of way of S. Spaulding Avenue connecting the premises No. 3245 W. Arthington Street with the premises No. 3301 W. Arthington Street. 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 November 15, 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 November 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 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 Jim Stellas.

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

SECTION 1. Permission and authority are hereby given and granted under the terms and subject to the conditions of this ordinance to Jim Stellas, to maintain and use, as now constructed, vaulted sidewalk space on North Hampden Court adjacent to the premises commonly known as 521 West Diversey Avenue. Said vaulted space shall exist under and along Hampden Court starting from a point at the southeast corner of West Diversey Avenue and North Hampden Court, running south

along Hampden Court for a distance of approximately one hundred twenty-three (123) feet, with a width of fourteen point five (14.5) feet and at a depth of ten (10) 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 the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Eighty-five and no/100 Dollars ($285.00) 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 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 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 or 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 the ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to University of Chicago
(Conduits).

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

SECTION 1. Permission and authority are herein given and granted upon the terms and subject to the conditions of this ordinance to The University of Chicago, a corporation, to maintain and use as now installed two (2) conduits consisting of a four (4) inch tile conduit containing a one (1) inch copper tube, a three (3) inch tile conduit containing a lead covered cable, all under and across S. University Avenue seventy-seven (77) feet north of the north line of E. 59th Street. 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 October 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 Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of October 12, 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 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 University of Chicago (Electrical Cable Ducts).

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

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) three-inch electrical cable ducts approximately thirty (30) inches below grade running from a private line of the south side of E. 56th Street at a point one hundred four (104) feet east of and the east line of S. Ellis Avenue, thence running under and across E. 56th Street a distance of approximately sixty-six (66) feet to the property line of the north side of E. 56th Street into the building located at No. 5555 S. Ellis Avenue, to be used in connection with a fire alarm annunciator panel to be located in said building; for a period of five (5) years from and after November 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 Sixteen and no/100 Dollars ($216.00) per annum, in advance, the first payment to be made as of November 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 $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 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 University of Chicago (Steam main, Etc.).

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

SECTION 1. Permission and authority hereby are given and granted to The University of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a six (6) inch extra heavy steam main and a three (3) inch wrought iron return main encased in an insulated conduit, beginning at an existing manhole located on private property at a point thirty-seven (37) feet ten (10) inches south of the south curb line of E. 60th Street, one hundred thirty-four (134) feet three (3) inches east of the east curb line of S. Ingleside Avenue, proceeding westward into private property south of the south sidewalk of E. 60th Street, thence under and across S. Ingleside Avenue at a point approximately thirty-three (33) feet eight (8) inches south of the south curb line of E. 60th Street, terminating in a concrete manhole located under the public sidewalk on the west side of S. Ingleside Avenue. Also to maintain and use as now installed a two and one-half (2 1/2) inch steam main, and a one and one-quarter (1 1/4) inch return main, both encased in an insulated conduit, under and across S. Drexel Avenue at a point approximately thirty-one (31) feet south of the south curb line of E. 60th Street entering private property at southwest corner of E. 60th Street and S. Ingleside Avenue, thence proceeding southward and west of the west sidewalk of S. Drexel Avenue into private property, thence under and across the public alley south of E. 60th Street at a point approximately fifty-three (53) feet ten (10) inches west of the west curb line of S. Drexel Avenue, and terminating inside the building located at Nos. 6022-6024 S. Drexel Avenue. 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 October 18, 1983 (File 29).

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of $10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars ($900.00) per annum, in advance, the first payment to be made as of October 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 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 Montgomery Ward & Co.

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

SECTION 1. Permission and authority are hereby given and granted to Montgomery Ward & Company, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to occupy a portion of N. Kingsbury Street enclosed with eight (8) foot cyclone gates at the following location for security purposes: N. Larrabee, N. Hobbie and W. Oak Streets. Said gates will remain open and free for public travel between the hours from 8:00 A.M. to 6:00 P.M. Said space is approximately

one thousand two hundred eighty-five (1,285) feet in length and sixty-six (66) feet in width or approximately eighty-four thousand eight hundred ten (84,810) square feet, beginning at a point adjacent to the northerly line of N. Larrabee Street and running in a northwesterly direction along N. Kingsbury Street for a distance approximately one thousand two hundred eighty-five (1,285) feet, ending at a point adjacent to the southerly line of W. Hobbie Street; for a period of five (5) years from and after October 17, 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 $20,000.00. Said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Two Hundred Ninety and no/100 Dollars ($2,290.00) per annum, in advance, the first payment to be made as of October 17, 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 $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 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 Privilege in Public Ways (Canopies).

The Committee on Streets and Alleys to which had been referred on July 6, and 27, August 10, 17, and 31, 1983 ninety-one proposed orders for grants of privilege 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

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 and Trust Company of Chicago
U/T No. 43668: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National

Bank and Trust, U/T No. 43668 to maintain and use six existing canopies over the public right of way in N. Wabash Avenue and E. Superior Street attached to the building or structure located at No. 41 E. Superior Street for a period of three (3) years from and after May 13, 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 7, 19, 9, 9, 9, 11 feet respectively in length, nor 3, 2, 2, 1, 1, 10 feet respectively in width: Upon the filing of the acceptance and bond and payment of Three Hundred and no/100 Dollars ($300.00) 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.

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Grant to American National Bank and Trust Company of Chicago U/T No. 47250: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National Bank and Trust Company of Chicago, U/T No. 47250 to maintain and use a canopy over the public right of way in E. Chestnut Street attached to the building or structure located at No. 840 N. Michigan Avenue for a period of three (3) years from and after October 15, 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 23 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 Baird and Warner, Inc. Agent Exchange National Bank U/T No. 15935 c/o Del Prado Hotel: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Baird and Warner, Inc., Agent Exchange National Bank, U/T No. 15935 c/o Del Prado Hotel 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 Nos. 1701-1711 E. 53rd Street for a period of three (3) years from and after September 19, 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 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.

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Grant to Beverly Hills Plaza Building Corporation: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Beverly Hills Plaza Building Corporation to maintain and use two existing canopies over the public right of way in W. 95th Street attached to the building or structure located at No. 2200 W. 95th Street 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 canopies not to exceed

44 and 112 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred One and no/100 Dollars ($201.00) 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.

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Grant to Beverly Hills Plaza Building Corporation: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Beverly Hills Plaza Building Corporation to maintain and use two existing canopies over the public right of way in W. 95th Street attached to the building or structure located at No. 2200 W. 95th Street 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 canopies not to exceed 44 and 112 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred Six and no/100 Dollars ($206.00) 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.

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Grant to Edward Bobrowski: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Edward Bobrowski 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. 2225 N. Western Avenue 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 canopy not to exceed 22 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 Boccaccio's, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Boccaccio's, Inc. to maintain and use an existing canopy over the public right of way in E. Erie Street attached to the building or structure located at No. 153 E. Erie 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 8 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 I. Wesley Brown, Mary Brown, Ada Brown: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to I. Wesley Brown, Mary Brown, Ada Brown to maintain and use an existing canopy over the public right of way in S. Michigan Avenue attached to the building or structure located at No. 3737 S. Michigan Avenue for a period of three (3) years from and after January 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 7 feet in length, nor 19 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Chicago Bootleggers: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago Bootleggers to maintain and use a canopy over the public right of way in W. Taylor Street attached to the building or structure located at No. 1500 W. Taylor 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 8 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.

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Grant to Coat Rack: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Coat Rack to construct, maintain and use a canopy over the public right of way in E. Randolph Street attached to the building or structure located at No. 62 E. Randolph 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 30 feet in length, nor 5 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.

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Grant to Como Inn, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Como Inn, Inc. to maintain and use an existing canopy over the public right of way in W. Ohio Street attached to the building or structure located at No. 849 W. Ohio Street for a period of three (3) years from and after December 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 13 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 Coventry Optical on Broadway, Ltd.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Coventry Optical on Broadway, Ltd. to maintain and use an existing canopy over the public right of way in N. Broadway attached to the building or structure located at No. 2915 N. Broadway 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 12 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 Delaware Building Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Delaware Building Corporation 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. 230 E. Delaware Place for a period of three (3) years from and after October 26, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 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.

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Grant to Downtown Court Club, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Downtown Court Club, Inc. to construct, maintain and use a canopy over the public right of way in N. Wabash Avenue attached to the building or structure located at No. 441 N. Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 18 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. 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 M. Eskridge: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to George M. Eskridge to maintain and use an existing canopy over the public right of way in S. Racine Avenue attached to the building or structure located at No. 8018 S. Racine 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 25 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 5000 Cornell Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 5000 Cornell Condominium Association to maintain and use an existing canopy over the public right of way in S. Cornell Avenue attached to the building or structure located at No. 5000 S. Cornell 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 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.

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Grant to Leonard Fisher/Wm. Dunn Realty: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Leonard Fisher/Wm. Dunn Realty to maintain and use an existing canopy over the public right of way in N. Halsted Street attached to the building or structure located at No. 2901 N. Halsted 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 83 feet in length, nor 6 inches in width: Upon the filing of the acceptance and bond and payment of One Hundred Eight and no/100 Dollars ($108.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittees 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 Jorge Flores: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jorge Flores to maintain and use an existing canopy over the public right of way in W. Fullerton Avenue attached to the building or structure located at No. 3754 W. Fullerton 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 22 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 Guerrero and Moreira: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Guerrero and Moreira

to maintain and use an existing canopy over the public right of way in W. Montrose Avenue attached to the building or structure located at No. 3148 W. Montrose Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 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.

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Grant to Pappageorge Haymes: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Pappageorge Haymes to construct, maintain and use a canopy over the public right of way in N. Franklin Street attached to the building or structure located at No. 900 N. Franklin 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 9 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 International Business Machines Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to International Business Machines Corporation to maintain and use an existing canopy over the public right of way in N. Wabash Avenue attached to the building or structure located at No. 330 N. Wabash Avenue for a period of three (3) years from and after May 21, 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 110 feet in length, nor 25 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Thirty-five and no/100 Dollars ($135.00) 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 Stephen Kriston: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Stephen Kriston to maintain and use an existing canopy over the public right of way in W. Diversey Avenue attached to the building or structure located at No. 1002 W. Diversey 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 4 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 Nick Landis Trustee, 1st National Bank, U/T No. 8758: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Nick Landis Trustee, 1st National Bank, U/T No. 8758 to maintain and use an existing canopy over the public right of way in N. Clark Street attached to the building or structure located at No. 2483 N. Clark 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 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.

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Grant to Landmark Theatre Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Landmark Theatre Corporation to maintain and use an existing canopy over the public right of way in N. Clark Street attached to the building or structure located at Nos. 2734-2736 N. Clark Street for a period of three (3) years from and after October 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 14 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.

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Grant to LaSalle National Bank and Trust No. 31108: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to LaSalle National Bank and Trust No. 31108 to maintain and use an existing canopy over the public right of way in N. Narragansett Avenue attached to the building or structure located at No. 3130 N. Narragansett Avenue for a period of three (3) years from and after October 26, 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 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.

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Grant to Lift Truck Corporation of America: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Lift Truck Corporation of America 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 No. 1240 W. Randolph Street for a period of three (3) years from and after December 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 90 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifteen and no/100 Dollars ($115.00) 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 Livia's Pizzeria: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Livia's Pizzeria to maintain and use two (2) existing canopies over the public right of way in N. Pulaski Road attached to the building or structure located at No. 1121 N. Pulaski Road 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 canopies not to exceed 8 feet and 4 feet respectively in length, nor 3 feet and 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 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.

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Grant to LXY Realty Co., Wu-Shi Lee Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to LXY Realty Co., Wu-Shi Lee to maintain and use an existing canopy over the public right of way in N. Winthrop Avenue attached to the building or structure located at No. 4940 N. Winthrop 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 7 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.

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Grant to Frank J. Lynch Motors, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Frank J. Lynch Motors, Inc. 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. 5330 W. Irving Park Road for a period of three (3) years from and after December 21, 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 16 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 Maxlee Corporation d/b/a Al's Fishery: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Maxlee Corporation d/b/a Al's Fishery to maintain and use a canopy over the public right of way in E. Grand Avenue attached to the building or structure located at No. 416 E. Grand 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 39 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-Four and no/100 Dollars ($64.00) 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 The Merchandise Mart Owners: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Merchandise Mart Owners to maintain and use an existing canopy over the public right of way in N. Orleans Street attached to the building or structure located at Nos. 347-359 North Orleans Street for a period of three (3) years from and after November 15, 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 39 feet in length, nor 8 to 14 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-Four and no/100 Dollars ($64.00) 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 James Lee Miller: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to James Lee Miller to maintain and use an existing canopy over the public right of way in S. Pulaski Road attached to the building or structure located at No. 2100 S. Pulaski Road 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 35 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Sixty and no/100 Dollars ($60.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Nelson Funeral Home: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Nelson Funeral Home 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. 5149 N. Ashland Avenue for a period of three (3) years from and after November 16, 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 12 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00)

per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Nelson Brothers Furniture Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Nelson Brothers Furniture Corporation to maintain and use an existing canopy over the public right of way in N. Lincoln Avenue attached to the building or structure located at Nos. 3043-3049 N. Lincoln Avenue for a period of three (3) years from and after December 6, 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 6 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.

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Grant to North Bank: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to North Bank 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. 360 E. Ohio 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 37 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-two and no/100 Dollars ($62.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Oxxford Clothes, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Oxxford Clothes, Inc. to maintain and use an existing canopy over the public right of way in W. Van Buren Street attached to the building or structure located at Nos. 1214-1222 W. Van Buren Street for a period of three (3) years from and after November 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 19 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Anthony L. Petitti: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Anthony L. Petitti

to construct, maintain and use a canopy over the public right of way in W. 35th Street attached to the building or structure located at No. 1144 W. 35th 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 25 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.

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Grant to Paul Pinon: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Paul Pinon to maintain and use a canopy over the public right of way in E. Ontario Street attached to the building or structure located at No. 146 E. Ontario Street for a period of three (3) years from and after March 14, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 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 Pulaski Liquor Mart, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Pulaski Liquor Mart, Inc. to maintain and use an existing canopy over the public right of way in W. Armitage Avenue attached to the building or structure located at No. 3957 W. Armitage Avenue for a period of three (3) years from and after August 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 canopy not to exceed 10 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 Sears, Roebuck and Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Company to maintain and use an existing canopy over the public right of way in W. Arthington Street attached to the building or structure located at Nos. 3231-3241 W. Arthington Street for a period of three (3) years from and after November 16, 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 110 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Thirty-five and no/100 Dollars ($135.00) 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 Sears, Roebuck and Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Company to maintain and use an existing canopy over the public right of way in S. Homan Avenue attached to the building or structure located at Nos. 901-909 S. Homan Avenue for a period of three (3) years from and after November 10, 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 80 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Five and no/100 Dollars ($105.00) 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 1300 Lake Shore Drive Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 1300 Lake Shore Drive Condominium Association to maintain and use an existing canopy over the public right of way in N. Lake Shore Drive attached to the building or structure located at No. 1300 N. Lake Shore Drive for a period of three (3) years from and after September 12, 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 48 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-eight and no/100 Dollars ($68.00) 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 1320 North State Cooperative Apartments, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 1320 North State Cooperative Apartments, Inc. to maintain and use an existing canopy over the public right of way in N. State Parkway attached to the building or structure located at No. 1320 N. State Parkway 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 10 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Tishman Midwest Management Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Tishman Midwest Management Corporation to maintain and use an existing canopy over the public right of way in E. Monroe Street attached to the building or structure located at No. 55 E. Monroe 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 52 feet in length, nor 18 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-seven and no/100 Dollars ($77.00) 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 E. Tomasek: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to George E. Tomasek to maintain and use an existing canopy over the public right of way in N. Sawyer Avenue attached to the building or structure located at No. 2536 N. Sawyer 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 6 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.

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Grant to Tremont Hotel Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Tremont Hotel Company to maintain and use an existing canopy over the public right of way in E. Chestnut Street attached to the building or structure located at No. 102 E. Chestnut Street for a period of three (3) years from and after January 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 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. 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 215 East Chestnut Apartments: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 215 East Chestnut Apartments to maintain and use an existing canopy over the public right of way in E. Chestnut Street attached to the building or structure located at No. 215 E. Chestnut Street for a period of three (3) years from and after December 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 10 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Vistar of Illinois, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Vistar of Illinois, Inc., to construct, maintain and use a canopy over the public right of way in N. Broadway attached to the building or structure located at No. 5300 N. Broadway 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 125 feet in length, nor 4.5 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars ($150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Water Tower Realty Co.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Water Tower Realty Co. to maintain and use an existing canopy over the public right of way in E. Huron Street attached to the building or structure located at No. 149 E. Huron Street for a period of three (3) years from and after October 15, 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 19 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars ($50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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.

Amendment of Ordinance Granting Permission to Exchange National Bank of Chicago, U/T No. 36960 to Maintain and Use Vaulted Sidewalk Space.

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 July 27, 1983):

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

SECTION 1. That the ordinance passed by the City Council on June 28, 1983, page 224, granting permission to Exchange National Bank of Chicago, U/T No. 36960, 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. 600 West Fulton Street; for a period of five years from and after June 28, 1983, be and the same is hereby amended by striking out of Section 1, as printed, the following:

"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".

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

On motion of Alderman Cullerton the foregoing proposed 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

Supt. of Maps Directed to Approve Plat of Subdivision.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith for approval of a plat of subdivision (which was referred to the committee on October 6, 1982):

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed Plat of Subdivision "For City Subdivision" located on the east side of South Cicero Avenue north of West 77th Street and having a frontage on South Cicero Avenue of 3,127.02 feet, and a depth of 2,446 feet, more or less, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 27-13-82-806).

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

[Plat omitted for printing purposes.]

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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

Public Alleys Vacated in Area Bounded by W. Wrightwood, N. Southport, W. Diversey and N. Greenview Aves.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted in compliance with an order passed on July 15, 1983, C. J. P. p. 11734).

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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

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 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 east of the east line of Lot 2 in Subdivision of Lot 1 in Block 45 in Sheffield's Addition to Chicago in the S.W. ¼ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian; lying west of the west line of Lots 3 to 10, both inclusive, in Subdivision of Lots 1, 3, and 4 in Subdivision of Lot 1 of Block 45 in Sheffield's Addition to Chicago aforementioned; lying south of a line 50 feet south of and parallel to the north line of said Lot 2 in Subdivision of Lot 1 in Block 45 aforementioned; and lying north of a line 40.25 feet north of and parallel to the south line of Lot 2 in Subdivision of Lot 1 in Block 45 in Sheffield's Addition to Chicago aforementioned;

also

all of the east-west 16-foot public alley dedicated by Plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, January 22, 1931, as Document No. 10832009, and described as follows:

> The north 16 feet of Lot 10 in Subdivision of Lots 1, 3, and 4 in Subdivision of Lot 1 of Block 45 in Sheffield's Addition to Chicago in the S.W. ¼ of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian;

said public alley and part of public alley herein vacated being further described as all of the east-west 16-foot public alley located approximately 388 feet north of W. Wrightwood Avenue and running west from N. Southport Avenue; together with the remaining north-south 16-foot public alley running north from the west terminus of the aforesaid east-west alley to be vacated; 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 vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, as Trustee, Trust Nos. 41159 and 101656, and Embosograph Display Company, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley and part of public alley hereby vacated, the sum of Ten Thousand Six Hundred Twenty-seven and no/100 Dollars ($10,627.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in N. Southport Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust Nos. 41159 and 101656, and Embosograph Display Company, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

Approval Given to Street Name Change on Portion of N. State St.

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 August 10, 1983):

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

SECTION 1. that the name of N. State Street between Division Street and Schiller Street be and the same is hereby changed to N. State Parkway.

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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

Consideration Given to Installation of a Kiosk in Specified Location.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 22, 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 August 10, 1983) to Hyde Park Business and Professional Association for the installation of a Kiosk located on the Northeast corner of 53rd Street and South Harper Avenue. (4th Ward).

This recommendation was concurred in by 7 members with no dissenting vote.

Repectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton said 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration for the installation of a Kiosk located on the Northeast corner of 53rd Street and South Harper Avenue for the Hyde Park Business and Professional Association located at No. 5411 S. Hyde Park Boulevard. The projected dimensions of the Kiosk are 50 inches in width and 80 inches in length, to be located 3 feet from the curb at the Northeast corner of 53rd Street and S. Harper Avenue occupying the public way. The Kiosk will be financed by the Department of Economic Development.

Permits Issued for Installation of Marble Pylon at Specified Location.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 22, 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 July 27, 1983) that R. Reef Mid America, No. 875 N. Michigan Avenue, Chicago, Illinois, for the installation of a marble pylon on E. Erie Street near the address known as No. 645 N. Michigan Avenue. (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 said proposed order which was 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to issue necessary permits to R. Reef Mid America, No. 875 N. Michigan Avenue, Chicago, Illinois, for the installation of a marble pylon on E. Erie Street near the address known as No. 645 N. Michigan Avenue, subject to payment of fees, approval of plans, and on the condition that the adjoining property owner maintain the marble pylon and properly indemnify the City of Chicago against liability, and that there is no rental compensation for the use of the right of way on the grounds that this is a beautification project.

Permission Given for Installation of Historical Monument and Plaque at Specified Location.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 22, 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 July 27, 1983) that the Commissioner of Streets and Sanitation is hereby authorized and directed 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. (42nd and 43rd Wards).

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 order transmitted with the following 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed 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.

Permission Given to Display 1937 Bentley Automobile at Specified Location.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, September 22, 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 August 31, 1983) to display a 1937 Bentley automobile on the sidewalk in front of No. 225 W. Ohio Street, for the period of September 3 thru September 9, 1983, during the hours of 10:00 A.M. - 5:00 P.M. (42nd Ward).

This recommmendation 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 order which was 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission, without a charge, to display a 1937 Bentley automobile on the sidewalk in front of No. 225 W. Ohio Street, for the period of September 3 thru September 9, 1983, during the hours of 10:00 A.M. - 5:00 P.M.

Authority Granted for Street and Alley Improvements by Special Assessment.

The Committee on Streets and Alleys to which had been referred (on August 10, 1983) eleven proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted

separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

On separate motions made by Alderman 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following are descriptive summaries of the said eleven improvement ordinances as passed:

Alleys between W. Berwyn, W. Foster, N. Oketo and N. Osceola Aves. Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing 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. Berwyn Avenue, W. Foster Avenue, N. Oketo Avenue and N. Osceola Avenue; also that part of the east and west roadway from a line parallel with and nine (9) feet east of the west line of N. Oketo Avenue to the west line of N. Oketo Avenue.

Alleys between N. Clybourn, W. Barry and N. Western Aves. Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing 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 N. Clybourn Avenue, W. Barry Avenue, N. Western Avenue; 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. Barry Avenue to the north line of W. Barry Avenue; also that part of the northwesterly and southeasterly alley from a line parallel with and eighteen (18) feet south of the north line of W. Barry Avenue to the north line of W. Barry Avenue.

Alley between W. 53rd and W. 54th Sts., S. Campbell and S. Maplewood Aves. Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing 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. 53rd Street, W. 54th Street, S. Campbell Avenue and S. Maplewood Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 53rd Street to the south line of W. 53rd Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 54th Street to the north line of W. 54th Street.

Alleys between W. 53rd and W. 54th Sts., Chicago Grand Trunk and Western RR ROW and S. Millard Av. Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing 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. 53rd Street, W. 54th Street, Chicago Grand Trunk and Western Railroad right of way and S. Millard Avenue;

also that part of the roadway from a line parallel with and sixteen (16) feet north of the south line of W. 53rd Street to the south line of W. 53rd Street.

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Alleys between W. 61st and W. 62nd Sts., S. Natoma and S. Normandy Aves., Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete and for, grading, paving and otherwise improving the roadways of the alleys between W. 61st Street, W. 62nd Street, S. Natoma Avenue and S. Normandy Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet west of the east line of S. Normandy Avenue to the east line of S. Normandy Avenue.

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Alleys between W. 69th and W. 70th Sts., S. Winchester and S. Damen Aves. Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing 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. 69th Street, W. 70th Street, S. Winchester Avenue and S. Damen Avenue, also that part of the north and south roadway from a line parallel with and nine (9) feet north of the south line of W. 69th 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. Winchester Avenue to the west line of S. Winchester Avenue.

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Alleys between E. 84th Pl., S. East End and S. Stony Island Aves., Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for, grading, paving and otherwise improving the roadways of the alleys between E. 84th Street, E. 84th Place, S. East End Avenue and S. Stony Island 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 E. 84th Street to the south line of E. 84th 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 E. 84th Place to the north line of E. 84th Place; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of S. East End Avenue to the west line of S. East End Avenue.

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Alleys Between E. 92nd St., E. 92nd Pl., S. Crandon and S. Luella Aves., Etc.--Grading, Paving and Improving.

An ordinance for grading and paving the roadways of the alleys between E. 92nd Street, E. 92nd Place, S. Crandon Avenue and S. Luella Avenue; also that part of the north and south roadway from a line parallel with and fourteen (14) feet north of the south line of E. 92nd Street to the south line of E. 92nd Street; also that part of the east and west roadway from a line parallel with and twelve (12) feet east of the west line of S. Crandon Avenue to the west line of S. Crandon Avenue.

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Alley Between W. 98th St., W. 98th Pl., S. Princeton and S. Harvard Aves., Etc.--Grading, Paving and Improving.

An ordinance for grading and paving the roadway of the alley between W. 98th Street, W. 98th Place, S. Princeton Avenue and S. Harvard Avenue; also that part of the north and south alley from a line parallel with and eighteen (18) feet north of the South line of W. 98th Street to the south line of W. 98th Street.

Alley Between E. 101st and E. 102nd Sts., S. Prairie and S. Indiana Aves., Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 101st Street, E. 102nd Street, S. Prairie Avenue and S. Indiana Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of E. 101st Street to the south line of E. 101st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of E. 102nd Street to the north line of E. 102nd Street.

Alley Between E. 104th and E. 105th Sts., S. Calumet and S. Forest Aves., Etc.--Sewer, Etc. and Grading, Paving and Improving.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete, and for grading, paving and otherwise improving the roadway of the alley between E. 104th Street, E. 105th Street, S. Calumet Avenue and S. Forest 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 E. 104th Street to the south line of E. 104th 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 E. 105th Street to the north line of E. 105th Street.

Comm. of Streets and Sanitation Directed to Institute Proceedings for Specified Street and Alley Improvements by Special Assessment.

The Committee on Streets and Alleys, to which had been referred August 10 and 31, 1983, two proposed orders for specified street improvements by special assessment, 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

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

Alley bounded by S. Komensky Av., S. Pulaski Rd., W. 51st St. and S. Archer Av.--Paving.

Ordered, That the Board of Local Improvements is hereby authorized and directed to institute the necessary proceedings for the paving with concrete, by special assessment, of the 16-foot alley bounded by S. Komensky Avenue, S. Pulaski Road, W. 51st Street and S. Archer Avenue.

N. Newcastle Av. between W. Berwyn and W. Higgins Aves.--Street Improvement.

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to institute the necessary proceedings for the street improvement, by special assessment of N. Newcastle Avenue from W. Berwyn Avenue to W. Higgins Avenue.

Failed to Pass--PROPOSED ORDINANCE TO VACATE PART OF EAST-WEST PUBLIC ALLEY IN AREA BOUNDED BY W. GRAND, N. ARMITAGE AND N. LAMON AVES.

The Committee on Streets and Alleys submitted a report recommending that the City Council do not pass a proposed ordinance (which was drafted in compliance with an order passed on June 27, 1980, C.J.P. p. 3363).

On motion of Alderman Cullerton the said proposed ordinance *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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Said ordinance, which failed to pass, reads as follows:

Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

Section 1. All that part of the east-west public alley lying south of the south line of Lots 1, 2, and 3 in Subdivision by the Heirs of David Jennings of the N. 198 feet of Lot 2 and part of Lot 3 in the County Clerk's Division of Lot 13 aforementioned; and lying south of the south line of Lot 12 in Rudolph Hoeft's Subdivision of part of the S.E. 1/4 of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian; lying north of the north line of Lots 14 to 23, both inclusive, in Gavigan and McCarthy's Subdivision of part of the S.E. 1/4 of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian; lying west of the west line of the east 161.12 feet of Lot 12 in Rudolph Hoeft's Subdivision aforementioned, produced south; lying east of a line drawn from the point of intersection of the southwesterly and south line of Lot 3 in Subdivision by the Heirs of David Jennings aforementioned, to the most westerly corner of Lot 3 in Gavigan and McCarthy's Subdivision aforementioned,

also

all of the east-west alley open on ground and used as a public alley being described as the east 136 feet of that part of Lot 3 in County Clerk's Division of Lot 13 aforementioned lying south of a line 16 feet north of and parallel to the north line of Lots 18 to 22, both inclusive, in Gavigan and McCarthy's Subdivision aforementioned; said public alley hereby vacated being further described as all that part of the east-west public alley and open alley lying between the northeasterly line of W. Grand Avenue and a line 161.12 feet west of the west line of N. Lamon Avenue in the block bounded by W. Armitage Avenue, W. Grand Avenue, and N. Lamon Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

Section 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduits, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along all of the public alley herein vacated, with the right of ingress and egress.

Section 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Schur Properties, Inc., Northwest National Bank, as Trustee,

Trust No. 4495 and Trust No. 2252, and Parkview Metal Products, Inc., shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alley hereby vacated the sum of _____ dollars ($_____), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated similar to the sidewalk and curb in W. Grand Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

Section 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Schur Properties, Inc., Northwest National Bank, as Trustee, Trust No. 4495 and Trust No. 2252, and Parkview Metal Products, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

JOINT COMMITTEE ON BUILDINGS AND ZONING.

Issuance of Permits Authorized for Erection Illuminated Signs.

The Joint Committee on Buildings and Zoning submitted the following report:

CHICAGO, September 27, 1983.

To the President and Members of the City Council:

Your Joint Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass,* the proposed orders transmitted herewith (referred July 17, August 7, 17 and 31, 1983) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti the committee's recommendations were *Concurred In* and said proposed orders were *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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following are said orders as passed:

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite-Lite Signs, 1157 W. Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4465 W. Grand Avenue, North Grand Auto Parts:

Dimension: length 8 feet, 0 inches, height 38 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 52 feet 0 inches
Total Square Foot Area: 176 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Beverly Outdoor Sign, P.O. Box 169, Orland Park, Illinois 60462, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2809-11 N. Cicero Avenue, Bell Liquors:

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 1344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60601, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6515 S. Western Avenue, Marquette Park Chrysler Plymouth:

Dimensions: length 13 feet 6 inches, height 23 feet
Height Above Grade/Roof to Top of Sign: 36 feet 3 inches
Total Square Foot Area: 244 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to GRC Structures, 1357 W. 105th Street, Chicago, Illinois 60643, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5504 N. Harlem, Commonwealth Edison Company:

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to GRC Structures, 1357 W. 105th Street, Chicago, Illinois 60643, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 500 S. Kostner Street, S & M Liquors:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to J & B Signs, Inc., 152 W. Huron Street, Suite 400, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Nos. 2870-2876 N. Lincoln Avenue, vacant lot - proprietor Ivan Childs:

Dimensions: length 24 feet 0 inches, height 12 feet 0 inches
Height Above Grade/Roof to Top of Sign
Total Square Foot Area: 288 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to M-K Signs, Inc., 4913 N. Elston Avenue, Chicago, Illinois 60630, for the erection of a sign over 24 feet in height and/or over 100 square feet (in area of one face) at 103 E. Chicago Avenue, Neiman Marcus

Dimensions: length 23 feet 2½ inches, height 8 feet
Height Above Grade to Top of Sign: 71 feet 8½ inches
Total Square Foot Area: irregular - 184 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 S. Harlem Avenue Argo, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5660 W. Taylor, Chicago, Illinois, Corbitt Manufacturing Company:

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 103 feet.
Total Square Foot Area: 1200 per face.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in the area of one face) at 21-31 W. Division St. (southeast corner, Division and Dearborn), General Advertisers - Various Copy:

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 38 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in the area of one face) at 1160 N. State Street, General Advertisers - Various Copy:

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 50 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 N. Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in the area of one face) at 7050 W. 63rd Street, Dallas Restaurant:

Dimensions: length 21 feet 9 inches, height 11 feet 8 inches
Height Above Grade/Roof to Top of Sign: 33 feet, 0 inches
Total Square Foot Area: 180 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 N. Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in the area of one face) at McDonald's, No. 1801 W. 31st Street:

Dimensions: length 37 feet 0 inches, height 8 feet
Height Above Grade/Roof to Top of Sign: 16 feet
Total Square Foot Area: 296 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

JOINT COMMITTEE ON CABLE TELEVISION AND CULTURAL DEVELOPMENT AND HISTORICAL LANDMARK PRESERVATION.

Referred--PROPOSED ORDINANCE AUTHORIZING COMMISSIONER OF ECONOMIC DEVELOPMENT TO EXECUTE REDEVELOPMENT AGREEMENT BETWEEN CITY AND CHICAGO FILM AND VIDEO FOUNDATION.

The Joint Committee on Cable Television and Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council refer the proposed ordinance authorizing the

Commissioner of Economic Development to execute a redevelopment agreement between the City and the Chicago Film and Video Foundation, to the Joint Committee on Cable Television, Cultural Development and Historical Landmark Preservation and Economic Development.

On motion of Alderman Schulter the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Joint Committee on Cable Television, Cultural Development and Historical Landmark Preservation and Economic Development.*

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.

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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 and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location*
Huels (11th Ward)	S. Wallace Street (west side), at Nos. 2952 to 2954--4:00 A.M. to 1:00 P.M.;
Streeter (17th Ward)	S. Halsted Street (east side), at Nos. 7335 to 7339--7:00 A.M. to 7:00 P.M.--Monday through Friday;
	W. 75th Street (south side), at Nos. 153 to 155--8:00 A.M. to 4:30 P.M.--Monday through Friday;
Smith (28th Ward)	W. Fulton Street, at Nos. 4541 to 4549--6:00 A.M. to 5:00 P.M.--Monday through Saturday;
Santiago (31st Ward)	W. Grand Avenue (north side), at No. 3734--8:00 A.M. to 8:00 P.M.--Monday through Saturday;
	W. North Avenue, at Nos. 3351 to 3353--9:00 A.M. to 8:00 P.M.--Monday through Saturday;

Gabinski (32nd Ward)	W. Belmont Avenue (north side), at No. 1608--9:00 A.M. to 4:00 P.M.--Monday through Saturday;
Mell (33rd Ward)	N. Pulaski Road, at Nos. 2101 to 2103--8:00 A.M. to 5:00 P.M.--Monday through Saturday;
	N. Western Avenue, at No. 2242--8:00 A.M. to 4:40 P.M.--Monday through Saturday;
Kotlarz (35th Ward)	N. Milwaukee Avenue (east side), at No. 2959 (rear)--7:00 A.M. to 7:00 P.M.--Monday through Saturday;
Natarus (42nd Ward)	E. Elm Street, at No. 2--at all times;
	W. Walton Street (south side), at No. 315--9:00 A.M. to 5:00 P.M.--Monday through Saturday;
Volini (48th Ward)	N. Sheridan Road (east side), at No. 5035.

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*
Evans (4th Ward)	E. 50th Place, between S. Martin Luther King, Jr. Drive and S. Forrestville Avenue--easterly;
	E. 50th Place, between S. St. Lawrence Avenue and S. Cottage Grove Avenue--easterly;
Majerczyk (12th Ward)	W. 44th Street, between S. Kedzie Avenue and S. Western Avenue--easterly;
	Pope John Paul II Drive, between S. Western Avenue and S. Archer Avenue--westerly;
Streeter (17th Ward)	North-south alley between S. Morgan Street and S. Carpenter Street, from W. 80th Street to W. 81st Street--southerly;
Sherman (21st Ward)	S. Bishop Street, between W. 95th Street and W. 97th Street--southerly;
Stemberk (22nd Ward)	East-west alley 158 feet north of W. 26th Street, between S. Harding Avenue and S. Pulaski Road--westerly;
Gabinski (32nd Ward) and Schulter (47th Ward)	W. Roscoe Street, between N. Ravenswood Avenue and N. Paulina Street--easterly;

Volini (48th Ward)	W. Berwyn Avenue, between N. Winthrop Avenue and N. Sheridan Road--easterly.

Referred--PROPOSED ORDINANCES TO AMEND AREAS FOR MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Alderman Krystyniak (23rd Ward) presented two proposed ordinances to amend ordinances establishing the movement of vehicular traffic to a single direction on portions of specified public ways at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	*Location and Distance*
S. Kenneth Avenue	From first alley south of S. Archer Avenue to W. 53rd Street (instead of between S. Archer Avenue and W. 53rd Street)--northerly;
S. Nordica Avenue	From first alley south of S. Archer Avenue to W. 59th Street (instead of between S. Archer Avenue and W. 59th Street)--northerly.

Referred--PROPOSED ORDINANCE TO AMEND AREA ON RESTRICTION OF MOVEMENT OF VEHICULAR TRAFFIC ON PORTION OF EAST-WEST ALLEY IN 14TH WARD.

Alderman Burke (14th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on east-west alley north of W. 59th Street, between S. Troy Street and S. Kedzie Avenue (instead of east-west alley south of W. 59th Street, between S. Troy Street and S. Kedzie Avenue); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to discontinue the restriction on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	*Location*
Evans (4th Ward)	E. 50th Place from S. South Park Avenue to S. Cottage Grove Avenue;
Gabinski (32nd Ward) and	W. Roscoe Street from N. Paulina Schulter (47th Ward)Street to N. Ravenswood Avenue;
Banks (36th Ward)	N. Newland Avenue from W. Belden Avenue to W. Grand Avenue.

Referred--PROPOSED ORDER FOR REMOVAL OF PARKING METERS AT NO. 2500 W. NORTH AV.

Alderman Nardulli (26th Ward) presented a proposed order for the removal of five (5) parking meters from in front of No. 2500 W. North Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCES TO LIMIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to specified periods during the hours designated at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location, Distance and Time*
Cullerton (38th Ward)	W. Irving Park Road (south side), at No. 8251 -- 8:00 A.M. to 6:00 P.M. --one hour -- Monday thru Sunday;
Pucinski (41st Ward)	N. Neva Avenue (east side) from W. Higgins Avenue to the first alley north thereof -- 30 minutes.

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location and Distance*
Roti (1st Ward)	S. Princeton Avenue, at No. 3019 (except for handicapped);
Evans (4th Ward)	S. Ellis Avenue, at No. 5200 (emergency use only);
	S. Ellis Avenue (west side), from a point 100 feet north of E. 52nd Street to a point 25 feet north thereof (emergency use only);
	S. Ellis Avenue (west side), from a point 100 feet north of E. 54th Street to a point 25 feet north thereof (lot entrance);
	S. Ellis Avenue (west side) from a point 100 feet south of E. 52nd Street to a point 25 feet south thereof (emergency use only);
	S. Ellis Avenue (west side), from a point 100 feet south of E. 54th Street to a point 25 feet south thereof (lot entrance);
Sawyer (6th Ward)	E. 89th Place (south side), at No. 633 (except for handicapped);
Huels (11th Ward)	S. Racine Avenue, at No. 5235 (except for handicapped);
	W. 32nd Street, at No. 506 (except for handicapped);
Streeter (17th Ward)	S. Bishop Street, at Nos. 7748-7750 (at either side of driveway);

Krystyniak (23rd Ward)	S. Kilbourn Avenue (north side), from W. 47th Street to a point 115 feet south thereof;
Nardulli (26th Ward)	W. Walton Street, at No. 2626 (in front of driveway);
D. Davis (29th Ward)	N. Menard Avenue, at No. 238 (except for handicapped);
Santiago (31st Ward)	N. Hamlin Avenue, at No. 1624 (except for handicapped);
Gabinski (32nd Ward)	N. Oakley Avenue, from W. Wabansia Avenue to the first alley south thereof;
	W. School Street (south side), at No. 1923 (except for handicapped);
Banks (36th Ward)	W. Addison Street (south side), between N. Oriole and N. Oleander Avenues (parkway);
Laurino (39th Ward), Pucinski (41st Ward) and McLaughlin (45th Ward)	N. Central Avenue, from N. Leonard Avenue to a point 130 feet north of N. Caldwell Avenue;
Pucinski (41st Ward)	W. Devon Avenue (north side), at the rear of No. 7646 to the first alley north thereof;
	W. Higgins Road (south side), from No. 7359 to W. Bryn Mawr Avenue;
Natarus (42nd Ward)	N. Dearborn Parkway, at No. 1424 (tow-away zone);
Hansen (44th Ward)	W. Hawthorne Place (south side), at No. 587 (driveway);
	W. Wellington Avenue (south side), at No. 623 (driveway);
	W. Wolfram Street (south side), at No. 1417 (except for handicapped);
Orbach (46th Ward)	N. Dover Street, at No. 4636 (in front of driveway -- tow-away zone);
	N. Hazel Street, at Nos. 4332-4336;
	N. Lake Shore Drive, at No. 3520 (in front of driveway -- tow-away zone);
	N. Pine Grove Avenue (east side), at No. 3941;
Schulter (47th Ward)	W. Argyle Street (north side), at No. 2212 (except for handicapped);
Volini (48th Ward)	N. Kenmore Avenue, at No. 5253;
	W. Carmen Avenue (south side), from N. Marine Drive to the first alley west thereof (tow-away zone);
Stone (50th Ward)	W. Albion Avenue, at No. 2929 (driveway).

Referred--PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at all times, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location*
Krystyniak (23rd Ward)	S. Kolmar Avenue (both sides), from W. Archer Avenue to W. 51st Street;
Kotlarz (35th Ward)	N. Avondale Street (east side), from N. Pulaski Road to N. Keystone Avenue;
	N. Kedzie Avenue (west side), from W. Roscoe Street to W. School Street;
Orbach (46th Ward)	N. Hazel Street (west side), in the 4300 block.

Referred--PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location, Distance and Time*
Sheahan (19th Ward)	S. Claremont Street, from W. 95th Street to the first alley north thereof -- 7:00 A.M. to 9:00 A.M.;
	S. Oakley Avenue, from W. 95th Street to the first alley north thereof -- 7:00 A.M. to 9:00 A.M.;
Nardulli (26th Ward)	W. Rice Street, at No. 2130 -- 8:00 A.M. to 5:00 P.M. (except Saturday and Sunday);
Smith (28th Ward)	W. Fulton Street, at Nos. 4530-4538 --7:00 A.M. to 4:30 P.M. -- Monday through Friday;
Pucinski (41st Ward)	W. Rascher Avenue (north side), from N. Harlem Avenue to a point 250 feet west thereof -- 8:00 A.M. to 10:00 A.M.;
Hansen (44th Ward)	W. Nelson Street (north side), from N. Wilton Avenue to service drive --8:00 A.M. to 4:30 P.M., all school days.

Referred--PROPOSED ORDINANCES TO AMEND PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to amend prohibition against parking

of vehicles during specified hours at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location, Distance and Time*
Krystyniak (23rd Ward)	S. Kenneth Avenue (both sides), between S. Archer Avenue and the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday thru Friday (instead of between S. Archer Avenue and W. 52nd Street);
	S. Merrimac Avenue (east side), from the first alley south of S. Archer Avenue to W. 55th Street -- parking prohibited during specified hours --8:00 A.M. to 10:00 A.M. -- Monday thru Friday (instead of from S. Archer Avenue to W. 55th Street);
Santiago (31st Ward)	N. Kostner Avenue (both sides), from W. Division Street to W. Hirsch Street - 4:00 P.M. to 6:00 P.M. --Monday thru Friday (instead of both sides of N. Kostner Avenue, from W. Division Street to W. North Avenue) -- except Saturdays, Sundays and holidays

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Referred--PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING CERTAIN HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against parking of vehicles at certain hours and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location, Distance and Time*
Majerczyk (12th Ward)	W. 43rd Street (north side), from S. Western Avenue to S. Archer Avenue--4:00 P.M. to 6:00 P.M.;
	W. 43rd Street (south side), from S. Western Avenue to S. Kedzie Avenue--7:00 A.M. to 9:00 A.M.;
Kotlarz (35th Ward)	N. Milwaukee Avenue (east side), from N. Kimball Avenue to N. Central Park Avenue--4:00 P.M. to 6:00 P.M.;
McLaughlin (45th Ward)	N. Lotus Avenue (both sides), from W. Giddings Street to W. Lawrence Avenue--8:00 A.M. to 10:00 A.M.--Monday thru Friday.

Referred--PROPOSED ORDER TO ESTABLISH "RESIDENTIAL PARKING ZONE" FOR VEHICLES ON PORTION OF S. WALLACE ST.

Alderman Frost (34th Ward) presented a proposed order to establish a "Residential Parking Zone"

for vehicles on S. Wallace Street (east side), from W. 112th Street to W. 113th Street; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCE AND ORDER TO ESTABLISH "RESIDENTIAL PARKING ZONES" FOR VEHICLES DURING CERTAIN HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented a proposed ordinance and a proposed order to establish "Residential Parking Zones" for vehicles during certain hours, at the locations designated, for the distances specified, which were *Referred to the Committee on Traffice Control and Safety,* as follows:

Alderman	Location, Distance and Time
Bloom (5th Ward)	S. Harper Avenue (both sides), from E. 55th Street to E. 56th Street--3:00 P.M. to 6:00 P.M.-- Monday thru Saturday;
Majerczyk (12th Ward)	S. Hoyne Avenue (both sides), from W. 35th Street to W. 36th Street--8:00 A.M. to 6:00 P.M.

Referred--PROPOSED ORDER TO DESIGNATE PORTION OF N. CAMPBELL AV. AS SERVICE DRIVE.

Alderman Schulter (47th Ward) presented a proposed order to designate N. Campbell Avenue (both sides), from W. Montrose Avenue to the first alley north thereof as a service drive; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES ON PORTION OF S. LAKE PARK AV.

Alderman Evans (4th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on S. Lake Park Avenue from 4700 south to 5500 south; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS.

The aldermen named below presented proposed orders for the installation of automatic traffic-control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,*as follows:

Alderman	*Location of Signals*
Krystyniak (23rd Ward)	W. Archer Avenue and S. Pulaski Road (turn signals);
Frost (34th Ward)	W. 111th Street and S. Normal Avenue;
McLaughlin (45th Ward)	W. Montrose and N. Knox Avenues.

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:

Alderman	*Location and Type of Sign*
Rush (2nd Ward)	E. 32nd Street and S. Prairie Avenue--"Stop";
Bloom (5th Ward)	S. Dorchester Avenue and E. 58th Street--"Stop";
Huels (11th Ward) and Burke (14th Ward)	W. 47th and S. Laflin Streets--"Stop";
Majerczyk (12th Ward)	W. 42nd and S. Mozart Streets--"3-Way Stop";
	W. 42nd and S. Mozart Streets--"3-Way Stop";
	W. Pershing Road and S. Sacramento Avenue -- "4-Way Stop";
Madrzyk (13th Ward)	W. 64th Street and S. Kolin Avenue--"Stop";
Burke (14th Ward)	W. 56th and S. Whipple Streets--"Stop";
	W. 64th and S. Whipple Streets--"Stop";
	S. Justine and W. 48th Streets--"Stop";
	S. Whipple and W. 57th Streets--"Stop";
	S. Whipple and W. 64th Streets--"Stop";
Streeter (17th Ward)	S. Stewart Avenue and W. 71st Street--"Stop";
	W. 74th Street and S. Lowe Avenue--"Stop";
Sheahan (19th Ward)	S. Fairfield Avenue at W. 109th Street--"Stop";
Sherman (21st Ward)	W. 91st Street and S. Marshfield Avenue--"Stop";
	W. 100th Street and S. Lowe Avenue--"Stop";
Krystyniak (23rd Ward)	S. Nashville Avenue at W. 64th Street--"Stop"; S. Neva Avenue at W. 56th Street--"Stop";
Hagopian (30th Ward)	N. Lavergne and W. Palmer Avenues--"4-Way Stop";
	W. Wellington and N. Lamon Avenues--"Stop";
Mell (33rd Ward)	W. Bloomingdale at N. Artesian, N. Campbell, N. Maplewood, N. Talman, N. Washtenaw Avenues and N. Rockwell Street--"Stop";
	N. Richmond and W. Grace Streets--"Stop";
Frost (34th Ward)	S. Ashland Avenue and W. 122nd Street--"Stop";
	S. Beverly Avenue and W. 110th Place--"Stop";

	S. Morgan and W. 108th Streets--"Stop";
	S. Morgan Street and W. 109th Place--"Stop";
	W. 106th Street and S. Eggleston Avenue--"Stop";
	W. 108th Street and S. Beverly Avenue --"Stop";
	W. 110th Place and S. Beverly Avenue--"Stop";
	W. 113th Street and S. Perry Avenue--"4-Way Stop";
Kotlarz (35th Ward)	W. Cullom and N. Lawndale Avenues--"Stop";
	W. Grace Street and N. Kenton Avenue --"Stop";
	W. Wolfram Street and N. Drake Avenue--"4-Way Stop";
Banks (36th Ward)	N. Luna Avenue and W. George Street--"Stop";
	N. Osceola and W. Berry Avenues--"Stop";
	N. Page Avenue and W. Grace Street--"Stop";
	N. Sayre Avenue and W. Wolfram Street--"Stop";
	W. School Street and N. Moody Avenue--"Stop";
Cullerton (38th Ward)	N. Mobile and W. Eastwood Avenues--"Stop";
	N. Nottingham and W. Waveland Avenues--"3-Way Stop";
	W. School Street and N. Major Avenue--"Stop";
	W. Warwick and N. Lavergne Avenues --"Stop";
Laurino (39th Ward)	N. Keeler Avenue and W. Ainslie Street--"Stop";
	W. Lunt and N. Dowagiac Avenues--"Stop";
	W. Lunt and N. Dowagiac Avenues --"Stop";
O'Connor (40th Ward)	N. Virginia and W. Leland Avenues--"Stop";
Pucinski (41st Ward)	W. Bryn Mawr and N. Overhill Avenues--"4-Way Stop";
McLaughlin (45th Ward)	N. Melvina and W. Eastwood Avenues--"2-Way Stop";

	W. Pensacola and N. Lavergne Avenues--"Stop";
	W. Windsor and N. Milwaukee Avenues--"Corner Clearance";
Schulter (47th Ward)	N. Ravenswood and W. Wilson Avenues--"Stop";
Stone (50th Ward)	W. Highland Avenue and N. Paulina Street --"Stop";
	W. Lunt Avenue, between N. Francisco and N. Sacramento Avenues--"Children Crossing."

Referred--PROPOSED ORDER FOR REMOVAL OF "NO PARKING ANY TIME" SIGN ON PORTION OF S. HARPER AV.

Alderman Evans (4th Ward) presented a proposed order to remove "No Parking Any Time" sign in front of No. 5238 S. Harper Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCES TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON SPECIFIED STREETS.

Alderman Orbach (46th Ward) presented two proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Location	*Distance*
N. Clarendon Avenue	From W. Lawrence Avenue to W. Irving Park Road;
W. Hutchinson Street	From N. Marine Drive to N. Hazel Street.

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 MADRZYK (13th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 14-K bounded by

W. 60th Street; a line 239.84 feet south of W. 60th Street; S. Keating Avenue; a line 299.84 feet south of W. 60th Street; and the alley next west of S. Keating Avenue.

BY ALDERMAN KOTLARZ (35th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-J bounded by

W. Henderson Street; N. Drake Avenue; a line 105 feet south of and parallel to W. Henderson Street; the alley next west of and parallel to N. Drake Street.

BY ALDERMAN STONE (50th Ward):

To classify as an Institutional Planned Development instead of a Residential Planned Development the area shown on Map No. 17-I bounded by

the north line of W. Morse Avenue or the line thereof if extended where no street exists; N. Sacramento Avenue; a line 354.67 feet south of the north line of W. Morse Avenue or the line thereof if extended where no street exists; a line 118 feet west of N. Sacramento Avenue; a line 529.27 feet south of the north line of W. Morse Avenue or the line thereof if extended where no street exists; etc.

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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*
Humes (8th Ward)	John Hancock, William Hudson, Alnease Jones, Odeale Washington;
Nardulli (26th Ward)	Joseph Cicinelli, Vincent Mota;
Davis (29th Ward)	Robert Linear;
Santiago (31st Ward)	Maria Delgado;
Gabinski (32nd Ward)	Ken Jursa;
Oberman (43rd Ward)	Gary Motoike;
Stone (50th Ward)	Frank Escugero.

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4. UNCLASSIFIED MATTERS
(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred--PROPOSED ORDINANCE TO ESTABLISH TAXICAB STAND NO. 536.

A proposed ordinance to establish taxicab stand 536 on N. Columbus Drive, along the west curb, from a point 20 feet north of the north building line of E. Lake Street to a point 132 feet north thereof for six cabs.--*Referred to the Committee on Local Transportation.*

Referred--PROPOSED ORDINANCE TO REPEAL TAXICAB STAND NO. 527.

Also a proposed ordinance to repeal the ordinance passed by the City Council on January 28, 1983, C.J.P. p. 15634, which had established taxicab stand 527 on E. Lake Street, along the north curb, from a point 20 feet west of the west building line of N. Stetson Avenue to a point 145 feet thereof.--*Referred to the Committee on Local Transportation.*

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

Also two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys,* as follows:

The Lurie Company--to maintain and use a subsurface vault for storage which is located under the 18-foot public east-west alley south of W. Washington Street known as W. Calhoun Place, in the rear of the building at the southeast corner of N. LaSalle and W. Washington Streets;

Rush Presbyterian-St. Luke's Medical Center--to maintain and use as now constructed two covered pedestrian bridges, one bridge to connect the fourth and fifth floors of the Rush Medical College at No. 600 S. Paulina Street, and the other bridge to connect the parking structure with the Rush Presbyterian-St. Luke's Medical Center patient care facility at No. 1725 W. Harrison Street.

Referred--PROPOSED ORDER FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD.

Also a proposed order to issue a sign permit to Outdoor Media, Inc., No. 300 N. State Street, Suite 5706, Chicago, IL to install a sign/signboard at No. 1337 S. Halsted Street (general advertisers-various copy).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN RUSH (2nd Ward):

Drafting of Ordinance Directed for Vacation and Dedication of Specified Public Ways.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of: (1) that portion of East 33rd Place (being approximately 860 feet in length) between the east line of South Dr. Martin Luther King Drive and the west line of that section of South Rhodes Avenue located immediately south of East 33rd Place, and (2) that portion of South Vernon Avenue (being approximately 120 feet in length) between the north line of East 33rd Place and the south line of that section of East 33rd Street which intersects South Vernon Avenue and runs easterly from it, and (3) that portion of South Rhodes Avenue (being approximately 120 feet in length) between the north line of East 33rd Place and the south line of that section of East 33rd Street which intersects South Rhodes Avenue and runs westerly from it; and to provide for the dedication of property to extend South Rhodes Avenue from the north line of East 33rd Place to the south line of East 33rd Street (such extension being approximately 308 feet in length, and the west line of said extension being approximately 861 feet easterly of the east line of South Dr. Martin Luther King Drive) for Draper and Kramer, No. 33 West Monroe Street, Chicago, Illinois 60603; said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Rush, the foregoing proposed order was *Passed.*

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. 426 E. 51st 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. 426 E. 51st 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 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

Referred--PROPOSED ORDER TO INSTALL AND MAINTAIN ELEVATORS OR LIFT DEVICES IN CHURCHES FOR INCAPACITATED PARISHIONERS.

Also a proposed order to install and maintain mechanical elevators or lift devices which would be installed into churches to facilitate senior citizens and all other incapacitated parishioners.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN BLOOM (5th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to The University of Chicago to construct, maintain and use a pedestrian bridge over E. 57th Street for the purpose of connecting the existing Research Institute Building north of E. 57th Street to the to-be-constructed Physics Teaching Center on the south side of E. 57th Street (which will be commonly known as No. 931 E. 57th Street).--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to The University of Chicago to maintain and use an existing canopy attached to the building or structure located at Nos. 1541-1453 E. 60th Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HUTCHINSON (9th Ward) and ALDERMAN BEAVERS (7th Ward):

Referred--PROPOSED RESOLUTION MEMORIALIZING COMM. ON CHICAGO HISTORICAL AND ARCHITECTURAL LANDMARKS TO DESIGNATE PORTION OF SOUTH PULLMAN DISTRICT AS "CHICAGO LANDMARK."

A proposed resolution to memorialize the Commission on Chicago Historical and Architectural Landmarks to immediately undertake a study which would include the area bounded by E. 104th Street, the Calumet Expressway, E. 111th Street and S. Cottage Grove Avenue as an integral part of the South Pullman District and to designate said area as a "Chicago Landmark," etc.--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Commissioner of Public Works Directed to Survey Methods to Provide Protective Shield in Council Chamber, Etc.

A proposed resolution directing the Commissioner of Public Works to survey the best method of providing a protective shield between the Council floor and the visitors gallery.

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

After debate on the proposed resolution, Alderman Vrdolyak presented a proposed amendment to study the feasibility of remodeling the City Council Chamber. Following debate, Alderman Vrdolyak moved to *Adopt* said amendment. The motion *Prevailed.*

Thereupon, Alderman Vrdolyak moved to *Adopt* said resolution as amended. The motion *Prevailed* and said proposed resolution was *Adopted, as amended,* by yeas and nays as follows:

Yeas--Aldermen Roti, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Marzullo, Nardulli, W. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Stone--39.

Nays--Aldermen Rush, Evans, Streeter, Henry, Smith, D. Davis, Oberman, Volini, Orr--9.

The following is said proposed resolution, as amended and passed:

WHEREAS, The Democratic process demands that all members of the Chicago City Council have the rights and duty to express their position on matters before the Council; and

WHEREAS, The members of the Chicago City Council should be able to express themself without fear of personal safety or interruption from the visitors gallery; now, therefore,

BE IT RESOLVED, That the Commssioner of Public Works of the City of Chicago be directed to survey the best method to provide a protective shield between the Council floor and the visitors gallery, and also to study the feasibility of remodeling the City Council Chamber.

Referred--PROPOSED ORDER TO RENAME PORTION OF E. 100th ST. AS "JAMES FITZGIBBONS DRIVE."

Also a proposed order to rename E. 100th Street between S. Ewing Avenue and S. Avenue L to be known hereafter as "James Fitzgibbons Drive. "--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN VRDOLYAK (10th Ward) and ALDERMAN MADRZYK (13th WARD):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 9 OF MUNICIPAL CODE CONCERNING BD. OF HEALTH.

A proposed ordinance to amend Chapter 9 of the Chicago Municipal Code, Sections 10, 12 and 17.2 which would secure specific statutory authorization to permit the Chicago Department of Health to continue providing mental health services to Chicagoans needing these services, etc.--*Referred to the Committee on Health.*

ALDERMAN VRDOLYAK (10th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION URGING U. S. GOV'T. TO INSTITUTE PROHIBITION POLICY FOR PURCHASE OF IMPORTED STEEL, ETC.

A proposed resolution, presented by Alderman Vrdolyak, Beavers and Humes, urging the United States Government to institute a policy that would prevent the purchase of imported steel, etc.--*Referred to the Committee on Intergovernmental Relations.*

Referred--PROPOSED RESOLUTION URGING MAYOR TO DENOUNCE PLAN TO CHARGE CITY RESIDENTS GARBAGE PICKUP FEE.

Also a proposed resolution, presented by Aldermen Vrdolyak, Roti, Huels, Majerczyk, Madrzyk, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Hansen and McLaughlin, urging the Mayor of the City of Chicago to immediately denounce the plan which is considering charging the City residents a fee for garbage pickup.

Alderman Vrdolyak moved to Suspend the Rules Temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was *Lost,* pursuant to Rule 48 of the Council's Rules of Order, by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--28.

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, 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.*

Presented by

ALDERMAN MAJERCZYK (12th Ward):

Referred--PROPOSED RESOLUTION TO INVESTIGATE BEAUTIFICATION POLICIES DETERMINING FEASIBILITY OF MAINTAINING OR DELETING BUREAU OF FORESTRY.

A proposed resolution urging the Committee on Beautification and Recreation to immediately undertake a study and investigation of the policies and practices of the Bureau of Forestry, Parkways and Beautification

with close scrutiny of fairness with which it operates, and then to decide whether or not said Bureau is superfluous and should be cut from forthcoming City budget for 1984.--*Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN MADRZYK (13th Ward):

Best Wishes Extended to George Appel on Occasion of His Retirement, Etc.

A proposed resolution reading as follows:

WHEREAS, George Appel, No. 3523 W. 78th Place, Chicago, Precinct Captain of the 13th Ward Democratic Organization since 1960; and

WHEREAS, George Appel, married to Amelia forty-three years, father of three children and grandfather of seven, resides in his community since 1956; and

WHEREAS, George Appel, a dedicated leader in his community and an active member of the Holy Name Society at Saint Dennis Church and the Southwest Moose Lodge No. 44, is retiring as an Environmental Control Monitoring Equipment Technician II, from the Department of Environmental Control, County of Cook; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago, gathered in a meeting this 28th day of September, 1983, extend our best wishes to George Appel upon his retirement and express our gratitutde for his civic leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to George Appel.

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

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 61, SECTION 61-18.1 OF MUNICIPAL CODE CONCERNING PRIVATE SWIMMING POOLS.

Also a proposed ordinance to amend Chapter 61, Section 61-18.1 of the Chicago Municipal Code in reference to specific building language relating to private residential swimming pools.--*Referred to a Joint Committee composed of the members of the Committee on Buildings and the Committee on Zoning.*

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 194A, ARTICLE 7.4-1(5) OF MUNICIPAL CODE IN REFERENCE TO ZONING LANGUAGE.

Also a proposed ordinance to amend Chapter 194A, Article 7.4-1(5) of the Chicago Municipal Code in reference to specific zoning language.--*Referred to a Joint Committee composed of the members of the Committee on Buildings and the Committee on Zoning.*

Presented by

ALDERMAN MADRZYK (13th Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO DECENTRALIZE SNOW REMOVAL OPERATION, ETC.

A proposed ordinance, presented by Aldermen Madrzyk, Stone, Roti, Hansen, Vrdolyak, Huels, Majerczyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, O'Connor, Pucinski, McLaughlin, Orbach and Schulter, to decentralize the snow removal operation, weed cutting program, street sweeping program, forestry, asphalt, sewer, curb and gutter programs to each Ward, and further, that the Acting Commissioner of Streets and Sanitation allocate adequate equipment to each Ward to implement said programs.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 27 OF MUNICIPAL CODE IN REFERENCE TO OUTDOOR ADVERTISING SIGNS OR DISPLAYS.

Also a proposed ordinance, presented by Aldermen Madrzyk, Schulter and Stone, to amend Chapter 27 of the Chicago Municipal Code by adding a new section thereto, to be known as Section 27-381.1, in reference to outdoor advertising signs or displays in certain residential districts.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BURKE (14th Ward):

Congratulations Extended to Colonel Arthur W. Gustafson and Wife Evelyn on Occasion of His Retirement from Chicago U.S.O.

A proposed resolution reading as follows:

WHEREAS, Colonel Arthur W. Gustafson will retire as Chief Executive Officer of the Chicago U.S.O.; and

WHEREAS, Colonel Gustafson has guided the Chicago U.S.O. for over two decades since his retirement from active duty with the United States Army; and

WHEREAS, Colonel Gustafson had a long and distinguished military career beginning in 1932, when he was commissioned as a Second Lieutenant and ending with his retirement as Colonel in 1963; and

WHEREAS, Colonel Gustafson has been the recipient of numerous military decorations and civilian honors throughout the years; and

WHEREAS, His contributions to the welfare of military personnel and their families who rely on U.S.O. services can never be fully retold; and

WHEREAS, It is appropriate that Colonel Gustafson be honored on the occasion of his retirement from the U.S.O.; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council in meeting assembled this 28th day of September, 1983, do hereby express our congratulations and good wishes to Colonel Gustafson and wife Evelyn and express our hope that they will enjoy good health and happiness throughout a long retirement, and

Be It Further Resolved, That September 14, 1983, be declared Colonel Gustafson-U.S.O.-Day in the City of Chicago.

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

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

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Congratulations Extended to Blue Condors Pleasure Club on Occasion of Their Golden Anniversary.

Also a proposed resolution reading as follows:

WHEREAS, The Blue Condors Pleasure Club celebrated its golden anniversary on Friday, September 16, 1983, at the Martinique Restaurant; and

WHEREAS, The club was first organized in the year 1932, under the name The Blue Eagles; and

WHEREAS, The chartered members first gathered in the gas station of Art Ambroz, its first President; and

WHEREAS, In 1935, the name of the club was changed to The Blue Condors Pleasure Club; and

WHEREAS, In July of 1939, they purchased a hay and feed store at No. 5118 South Western Avenue, which was remodeled and is still used as the club's meeting place today; and

WHEREAS, Through the years The Blue Condors Pleasure Club has taken an active part in participating in civic, community and charitable affairs; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 28th day of September, 1983, do hereby extend to The Blue Condors Pleasure Club our best wishes on their golden anniversary; and

Be It Further Resolved, That this resolution be spread upon the permanent record of proceedings of the City of Chicago as a lasting tribute and a suitable copy be presented to Thomas Daniel, the current President of the The Blue Condors Pleasure Club.

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

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

Presented by

ALDERWOMAN LANGFORD (16th Ward):

Referred--PROPOSED ORDER FOR PERMT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Beautiful Zion M.B. Church to maintain and use an existing canopy attached to the building or structure located at No. 1406 W. 64th Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

Honor Extended to Joseph Gleason on Occasion of His Retirement and Gratitude for Past Service with Chicago Park District.

A proposed resolution reading as follows:

WHEREAS, Joseph Gleason, a lifelong resident of the City of Chicago, is retiring from the Chicago Park District; and

WHEREAS, There will be a dinner in his honor, celebrating Joe's retirement, on Thursday, September 29, 1983; and

WHEREAS, During Joe's thirty-two years of full-time service with the Chicago Park District, he served as supervisor in the Employees' Activity Section, Park Supervisor, Physical Activities Supervisor, and Area Supervisor; and

WHEREAS, Joseph Gleason had nineteen years of part time employment with the Chicago Park District, he served as Lifeguard, Mate, Captain and Beach Manager in the Beach and Pool Section, starting in 1932; and

WHEREAS, During Joe's coaching career, he amassed an overall record of 418 wins and 101 losses, including three Catholic Indiana State Championships, and eight South Section Titles, two Catholic League Titles, and one City of Chicago Championship Title; and

WHEREAS, Mr. Gleason has coached thirteen young men, who later joined the All American Ranks; and

WHEREAS, Joseph Gleason is a graduate of St. Gabriels Grammar School, Leo High School, and the University of Notre Dame, and while in high school was President of his Senior Class; and

WHEREAS, While Joe was in high school, he won All State honors in basketball and football, two successive years; and

WHEREAS, Joseph is a former President of the Catholic League Coaches Association, and member of the Catholic League Coaches Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago gathered here this 28th day of September, 1983, do hereby honor Joseph Gleason on his retirement, 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 September 28, 1983, as a lasting tribute and that a suitable copy of this resolution be prepared for presentation to Mr. Joseph Gleason.

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.*

—

Honor Extended to Margaret Lang for Her Contributions and Dedication to Her City and Community.

Also a proposed resolution reading as follows:

WHEREAS, Margaret Lang, a Morgan Park resident for 34 years, is a dedicated, patriotic senior citizen, who serves our community well; and

WHEREAS, Margaret has been an active member and leader in the Morgan Park Improvement Association, Morgan Park Historic Society, Morgan Park Art Center, Morgan Park Woman's Club, Morgan Park Flower Club; and

WHEREAS, Mrs. Lang was a member of Mayor Richard J. Daley's River Beautification Committee and 19th Ward Zoning Advisory Board; and

WHEREAS, Margaret Lang was an active member and leader in the Esmond School P.T.A. and Morgan Park High School P.T.A.; and

WHEREAS, Margaret received numerous awards and medals for her extraordinary contributions to our City and community; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago gathered here this 28th day of September, 1983, do hereby honor Margaret Lang, who through her 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 September 28, 1983, as a lasting tribute and that a suitable copy of this resolution be prepared for presentation to Mrs. Margaret Lang.

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.*

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Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 158 OF MUNICIPAL CODE TO INSURE SAFE TRAFFIC FLOW IN DAY CARE CENTER AREAS.

Also a proposed ordinance to amend Chapter 158, Sections 8 and 15 of the Chicago Municipal Code to insure safe traffic flow in day care center areas.--*Referred to the Committee on License.*

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Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE AT SPECIFIED LOCATION.

Also a proposed order to grant permission to the Beverly Hills Pharmacy, No. 1835 W. 103rd Street, to conduct a sidewalk sale for the period of September 16-17, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Congratulations Extended to Thomas McKernan on Being Named Eagle Scout.

A proposed resolution reading as follows:

WHEREAS, Thomas McKernan, son of Carol McKernan, No. 6249 W. 59th Street on Chicago's great Southwest Side, has been inducted into the rank of Eagle Scout at the age of 15; and

WHEREAS, A member of Troop No. 1441, sponsored by St. Mary's Holy Name Society, Thomas McKernan became a cub scout in 1975 and earned many badges and awards; and as a boy scout since 1978 earned 44 merit badges and all 12 skill awards. He has also earned the World Brotherhood of Scouting award for participation in scouting events outside the United States. His eagle service project consisted of a six month collection of new board games for young patients at La Rabida Hospital; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 28th day of September, 1983, do hereby offer our congratulations to Thomas McKernan on having been inducted into the rank of Eagle Scout, as well as our best wishes for this fine young citizen for a happy, successful and prosperous future, and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas McKernan.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed resolution was *Adopted.*

—

Week of October 2-9, 1983 Declared "Respect for Life Week" in Chicago.

Also a proposed resolution reading as follows:

WHEREAS, Respect for life is the core of modern civilization and is the foundation upon which an orderly society is built; and

WHEREAS, The Respect for Life Program originated as a national week of prayer and study focusing on the sanctity of all human life and recognizing that each human being after being called into existence has a right to life, liberty and the pursuit of happiness; and

WHEREAS, It has been a long-standing policy of the City of Chicago and the State of Illinois, before the United States Supreme Court decision of January 22, 1973, to protect the life of the unborn; and

WHEREAS, The Illinois Right to Life Committee, the Illinois Federation for Right to Life, the Illinois Citizens Concerned for Life and many other organizations, as well as members of the Catholic, Protestant and Jewish faiths recognize the sanctity of life; and

WHEREAS, It is desired that the week of October 2 through October 9 be designated as "Respect Life Week" for the purpose of assuring a collective appreciation and mobilization of the efforts of social forces in support of human life and dignity; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 28th day of September, 1983, do hereby declare that the period of October 2 through 9, 1983, be set aside as "Respect Life Week" in Chicago in support of the sanctity and dignity of human life.

Alderman Krystzniak 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 Krystyniak, the foregoing proposed resolution was *Adopted.*

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Referred--PROPOSED ORDER TO MEMORIALIZE C.T.A. FOR INSTALLATION OF VARIOUS BUS PASSENGER SHELTERS IN 23rd WARD.

Also a proposed order to memorialize the Chicago Transit Authority to install bus passenger shelters at various intersections along W. 47th Street, Archer Avenue, W. 55th Street, W. 59th Street, S. Pulaski Road, W. 63rd Street and S. Narragansett Avenue.--*Referred to the Committee on Local Transportation.*

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Referred--PROPOSED ORDER TO WIDEN PORTION OF S. HARDING AV.

Also a proposed order to widen the existing improved roadway in S. Harding Avenue to an 18-foot roadway (a widening of 3.7 feet) from the south line of W. 51st Street to the north line of W. 53rd Street to the west.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN NARDULLI (26th Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF MUNICIPAL CODE IN REFERENCE TO REGULATION OF "DRIVE-IN" OR "DRIVE-THROUGH" TYPE ESTABLISHMENTS.

A proposed ordinance, presented by Aldermen Nardulli, Roti, Brady, W. Davis, Gabinski, and Hansen, in reference to the regulation of "drive-in" or "drive-through" type establishments.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN W. DAVIS (27th 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 N. Milwaukee Avenue lying between N. Clinton Street and N. Jefferson Street for LaSalle National Bank, as Trustee, Trust No. 28923, et al. (No. 9-27-83-856); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman W. Davis, the foregoing proposed order was *Passed.*

Drafting of Ordinance Directed for Vacation, Etc. of Specified Public Alleys.

Also a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the remaining north-south 25-foot public alley together with all of the east-west 12-foot public alley and providing for the opening and extending of the east-west 20-foot public alley running east to S. Laflin Street in the block bounded by W. Jackson Boulevard, W. Van Buren Street, S. Ashland Avenue, and S. Laflin Street for the Department of Housing (No. 17-27-83-854); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman W. Davis, the foregoing proposed order was *Passed.*

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE AND SPECIAL USAGE IN PUBLIC WAY: NON-STANDARD LANDSCAPING.

Also a proposed ordinance for issuance of the necessary permits for the installation and maintenance of planters to Gregg Builders located at No. 111 N. Canal Street subject to specific conditions.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDINANCE TO ALLOW SPECIAL SIDEWALK LINE.

Also a proposed ordinance to allow a special sidewalk line in the Department of Housing's Plan for West Madison Street and North Albany Avenue which includes new curbs, sidewalks and parkways in said area and is an alteration of the type of work stated in the City code.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Chicago Studio City to maintain and use an existing canopy attached to the building or structure located at No. 1058 W. Washington Boulevard.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL SIGN /SIGNBOARD AT SPECIFIED LOCATION.

Also a proposed order for issuance of a permit to Federal Sign/Division of Federal Signal Corporation, No. 140 E. Tower Drive, Burr Ridge, IL, to install a sign/signboard at No. 700 W. Erie Street (Federal Express).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN SMITH (28th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 29 OF MUNICIPAL CODE CONCERNING INELIGIBILITY OF CERTAIN PARKING VIOLATORS FOR WHEEL TAX LICENSES.

A proposed ordinance to amend Chapter 29 of the Chicago Municipal Code by adding a new section to be known as Section 29-3.1 which would declare any wheel tax license applicant with more than five outstanding parking violation notices as ineligible for said license until payment for said violation commences.--*Referred to the Committee on Traffic Control and Safety.*

Referred--PROPOSED ORDINANCE TO AMEND CHAPTERS 185, 186 AND 187 OF MUNICIPAL CODE RESTRICTING UTILITY SHUT-OFF.

Also a proposed ordinance to amend Chapters 185, 186 and 187 of the Chicago Municipal Code which would prohibit any severing of public utilities between the hours of 5:00 P.M. on Friday and 8:00 A.M. the following Monday.--*Referred to the Committee on Public Utilities.*

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL SIGN /SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to National Advertising Company, No. 6850 S. Harlem Avenue, Argo, IL, to install a sign/signboard at No. 5660 W. Taylor Street (Corbitt Manufacturing Company).--*Referred to the Committee on Zoning.*

Presented by
ALDERMAN SANTIAGO (31st Ward):

Referred--PROPOSED RESOLUTION TO CREATE PROGRAM TO MAKE AVAILABLE SUPPLEMENTAL FUNDS FOR HOME MORTGAGES, ETC.

A proposed resolution to authorize the City Comptroller, at the direction of the City Council, to create and implement a program which would make available supplemental funds for home mortgages and to report the progress of such program to the City Council on a weekly basis.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN SANTIAGO (31st Ward) OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 104.2 of MUNICIPAL CODE TO PROHIBIT ARCADES FROM ADMITTING MINORS ON SCHOOL DAYS BETWEEN SPECIFIED HOURS.

A proposed ordinance, presented by Aldermen Santiago, Brady, Nardulli, Gabinski and Mell, to amend Chapter 104.2 of the Chicago Municipal Code by adding a new section to be known as Section 104.2-9.2 which would prohibit arcades from admitting minors on school days between the hours of 8:00 A.M. and 4:00 P.M. on Monday through Friday.--*Referred to the Committee on License.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Harris Trust and Savings Bank, under trust number 7289, to maintain and use as now constructed a covered bridge or passageway over W. Armitage Avenue near the west line of N. Mendell Street, and also to maintain and use as now constructed a tunnel under W. Armitage Avenue near the same area.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN GABINSKI (32nd Ward) and OTHERS:

U. S. Congress Memorialized to Pass House Bill No. 2012 Regarding Reduction of Consumers' Natural Gas Expenditures.

A proposed resolution, presented by Aldermen Gabinski, Roti, Rush, Evans, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Langford, Kellam, Sheahan, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini and Stone, memorializing the United States Congress to pass House Bill 2012 which was designed to reduce consumers' natural gas expenditures.

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

On motion of Alderman Gabinski, seconded by Alderman Burke, said proposed resolution was *Adopted,* 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said resolution as adopted:

WHEREAS, Congresswoman Cardiss Collins, in a move to help consumers everywhere, introduced on March 9, 1983, a bill to amend the Natural Gas Policy Act of 1978 by placing control on certain natural gas prices currently deregulated; and

WHEREAS, This House Bill 2012, which is now in the House of Representatives Committee on Energy and Commerce, would, if passed, control wellhead natural gas prices, eliminate ceiling price inflation, prohibit take-or-pay contract clauses, require hearings in advance of pipeline rate increases, provide funding for low-income fuel assistance and weatherization, and limit the importation of imported natural gas; and

WHEREAS, Congresswoman Collins' House Bill 2012 would effectively reduce the bills of all consumers using natural gas to 1978 prices, allowing only for inflation since that time, and would thus help not only Illinois consumers, but natural gas users throughout these United States; and

WHEREAS, Congresswoman Collins is to be loudly commended by all people for her courageous fight in this regard, and most especially by the leaders of our great City of Chicago; now, therefore,

Be It Resolved, That we, the Members of the City Council of the City of Chicago, gathered here this 28th day of September, 1983, do hereby memorialize the Congress of the United States of America to pass House Bill 2012 reducing natural gas prices, and in doing so express our deep admiration and respect for U.S. Representative Cardiss Collins in her courageous attempt to help all consumers in this great land.

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to Doyle Signs, Inc., No. 232 Interstate Road, Addison, IL, to install a sign/signboard at No. 3748 N. Elston Avenue (Perry Drugs).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN BANKS (36th Ward):

Honor Extended to Reverend Edward W. Conley in Recognition of His 40 Years in Priesthood.

A proposed resolution reading as follows:

WHEREAS, Reverend Edward W. Conley, now Pastor of St. Vincent Ferrer Parish in River Forest, has celebrated 40 years as a priest; and

WHEREAS, Reverend Edward W. Conley has spent these years as an outstanding spiritual leader. Ordained June 6, 1942, he began teaching at Chicago's Fenwick High School, and his next ministry was with the Dominican Preaching Band where he has conducted novenas, retreats and parish missions for 10 years from New Mexico to Alabama, and from Canada to the Gulf of Mexico; and

WHEREAS, After growing up in Minneapolis, Minnesota, Reverend Conley attended Providence College in Rhode Island and undertook graduate studies at DePaul University and Catholic University. He has been associate Pastor and *Vicor Provincial* in the administration of the Dominican Order; he came to St. Vincent Ferrer Parish in August, 1979; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 28th day of September, 1983 do hereby offer our most sincere congratulations to Reverend Edward W. Conley on 40 years of excellent and committed spiritual leadership as well as our best wishes for many more years of happiness and inspiration in religious service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend Edward W. Conley.

Alderman Banks 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 Banks the foregoing proposed resolution was *Adopted.*

Referred--PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF W. CORNELIA AV. FOR SCHOOL PURPOSES.

Also a proposed order to grant permission to Our Savior of Lutheran School, No. 7151 W. Cornelia Avenue, to close to traffic the east side of W. Cornelia Avenue from N. Neva Avenue to a point 60 feet south thereof for school purposes.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN DAMATO (37th Ward):

Referred--PROPOSED ORDERS TO CLOSE TO TRAFFIC SPECIFIED PUBLIC WAYS.

Two proposed orders to close to traffic specified public ways for school purposes, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Ella Flagg Young School, No. 1434 N. Parkside Avenue--to close the 1400 blocks of N. Lawler Avenue, N. Parkside Avenue and W. Hirsch Street from September 7, 1983 through June, 1984;

Our Lady Help of Christians School, No. 747 N. Leamington Avenue--to close the 800 block of N. Leamington Avenue.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND MAINTAIN CANOPY.

A proposed order for issuance of a permit to Thomas and Kathryn Kuzniar to construct, maintain and use a canopy attached to the building or structure located at No. 4930 N. Pulaski Road.--*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 Albany Park Chamber of Commerce, c/o Dana Cleary, No. 3446 W. Lawrence Avenue, to conduct a sidewalk sale on portions of W. Lawrence Avenue, N. Kedzie Avenue, N. Kimball Avenue, N. Elston Avenue and N. Pulaski Road for the period of September 29-October 2, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to 535 North Michigan Venture to construct, maintain and use an elevated pedestrian walkway and stairwell near E. Grand and N. Michigan Avenues.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDINANCE TO AMEND GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to amend the ordinance passed by the City Council on June 30, 1982, C.J.P. pp. 11267-11268 by hereafter granting permission to "1030 North Avenue Building Partnership, an Illinois General Partnership" instead of "1030 North Avenue Building Corporation" in reference to the maintenance and use of a switch track located at N. Kingsbury and W. North Avenues.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND MAINTAIN CANOPIES.

Also eight 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:

Allure, Le Salon, Inc., No. 1203 N. State Parkway--to construct, maintain and use a canopy;

Dei Giovani, No. 1205 N. State Street--to construct, maintain and use a canopy;

Del-Mich Associates, No. 128 E. Delaware Place--to maintain and use an existing canopy;

Good Life Entertainment Inc., d/b/a P.S. Chicago, Nos. 2-8 W. Division Street--to maintain and use an existing canopy;

Greenstreet, Inc., d/b/a She-nannigans, No. 16 W. Division Street--to maintain and use an existing canopy;

Herman's World of Sporting Goods, No. 111 E. Chicago Avenue--to construct, maintain and use a canopy.

The Lodge Tavern, Inc., No. 21 W. Division Street--to maintain and use an existing canopy;

North Star Inn Corporation, No. 15 W. Division Street--to maintain and use an existing canopy.

Referred--PROPOSED ORDERS FOR PERMISSION TO CONDUCT SIDEWALK SALES AT SPECIFIED LOCATIONS.

Also two proposed orders to grant permission and authority to conduct sidewalk sales at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Bob O'Brien, No. 806 N. Clark Street--for the period of October 6-7, 1983;

Search Development Center, c/o Susian Pompe, No. 317 W. North Avenue--for the period of September 27-28, 1983.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred--PROPOSED ORDINANCE TO AMEND MUNICIPAL CODE BY ADDING NEW CHAPTER 26.3 CONCERNING POLITICAL CONTRIBUTIONS.

A proposed ordinance to amend the Chicago Municipal Code by adding a new chapter to be known as Chapter 26.3 which would limit political contributions from a single source, specifically not to exceed $1,500.--*Referred to the Committee on Finance.*

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Chicago Boiler Company to maintain and use as now constructed a one-story bridge over the alley located at the rear of No. 1965 N. Clybourn Avenue and which shall be used for the purpose of connecting the second floor of the building at No. 1966 N. Maud Avenue with the corresponding floor of the building on N. Clybourn Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN OBERMAN (43rd Ward), ALDERMAN RUSH (2nd Ward), ALDERMAN BLOOM (5th Ward) and ALDERMAN D. DAVIS (29th Ward):

Referred--PROPOSED RESOLUTION TO CREATE SPECIAL COMMITTEE TO CONDUCT INVESTIGATION IN REFERENCE TO CITY VISION CARE CONTRACT.

A proposed resolution to create a special committee to conduct hearings and investigate the vision care contract currently entered into between the City and United Security Life Insurance Company, said committee to be composed of the following aldermen: Evans, Sawyer, Madrzyk, Kellam, Rush, D. Davis, Hansen, O'Connor, Pucinski and Oberman.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN HANSEN (44th Ward):

Drafting of Ordinance Directed for Vacation of Specified Triangular Area.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of a triangular area at the northwest corner of N. Clark Street and W. Addison Street, lying southwesterly of a line 9.5 feet southwesterly of the southwesterly line of N. Clark Street extended southeasterly; and lying north of the north line of W. Addison Street extended east (No. 20-44-83-853); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hansen, the foregoing proposed order was *Passed.*

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPIES.

Also a proposed order for issuance of a permit to Joseph Gies to maintain and use three existing canopies attached to the building or structure located at No. 3345 N. Southport Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HANSEN (44th Ward) and ALDERMAN SCHULTER (47th Ward):

Congratulations Extended to Albert Grannis Lane Technical High School on Occasion of Its 75th Anniversary.

A proposed resolution reading as follows:

WHEREAS, Albert Grannis Lane Technical High School is celebrating its 75th Anniversary as a pillar of academic achievement in the City of Chicago, and its 50th Anniversary on its present site at No. 2518 W. Addison Street on Chicago's great north side; and

WHEREAS, Founded on its original site at W. Division Street and N. Sedgwick Avenue in September 1908, Lane Tech has since grown to become the largest high school in the State of Illinois; in the 1983-84 academic year there are some 4600 students, 240 teachers, 25 custodians and 50 lunch staff. On a typical school day, there are 5000 persons on Lane Tech's present 30-acre site; and

WHEREAS, Known as the "School of Champions" both scholastically and athletically, Lane Tech had 14 of the total 30 National Merit students from the City of Chicago in the previous academic year and has shown its prowess in the sports arena season after season; and

WHEREAS, Lane Tech is a Selective Admissions High School whose district is the northern half of the City of Chicago and whose list of alumni exceeds 15 thousand current achievers; and

WHEREAS, A year-long celebration of Lane Tech's anniversary will be highlighted by a Dinner-Dance at Chicago Marriott O'Hare Hotel October 14, 1983, and the annual Lane-Schurz homecoming game October 15, 1983; and

WHEREAS, The leaders of the City of Chicago have always taken cognizance of the dominant role which Lane Technical High School has always played in the academic life of our great City; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 28th day of September, 1983, do hereby offer our heartiest congratulations to Albert Grannis Lane Technical High School on the 75th Anniversary of its establishment, and on the 50th Anniversary of its 30-acre site on W. Addison, and our best wishes to the many students, alumni and staff of this outstanding school, to its principal, Mr. Norman Silber, and to the general chairman of its year-long celebrations, Mr. Joseph Eckel.

Be It Further Resolved, That a suitable copy of this resolution be presented to Lane Technical High School.

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

On motion of Alderman Schulter, seconded by Aldermen Mell and Oberman, the foregoing proposed resolution was *Adopted.*

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO INSTALL SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Five proposed orders for issuance of sign permits to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, IL (except as noted below), for the installation of signs/signboards at specified locations, which were *Referred to the Committee on Zoning*, as follows:

Install sign at No. 5083 N. Elston Avenue (general advertisers-various copy);

Issue permit to Classic Advertising, Inc., P.O.Box 268, Oak Lawn, IL--to install sign at No. 5358 W. Gale Street (Jefferson Park Station/Chicago & NorthWestern R.R.);

Install sign at No. 4245 N. Knox Avenue (general advertisers-various copy);

Install sign at No. 4508 W. Montrose Avenue (general advertisers-various copy);

Install sign at No. 5455 N. Northwest Highway (general advertisers-various copy).

Presented by

ALDERMAN ORBACH (46th Ward):

Referred--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE AT SPECIFIED LOCATION.

A proposed order to grant permission to Jose Roiz/Juan Fernandez, Nos. 3939-3941 N. Sheridan Road, to conduct a sidewalk sale for the periods of September 17-18 and 24-25, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Israel Feldman to maintain and use a hydraulic dock plate used for loading of materials in the alley behind No. 1650 W. Irving Park Road.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERWOMAN VOLINI (48th Ward):

Honor Given to Mortimer W. Zimmerman on Occasion of His Retirement.

A proposed resolution reading as follows:

WHEREAS, Mortimer W. Zimmerman has been the only Chief Executive officer of Louis A. Weiss Memorial Hospital since its establishment in 1952 as a not-for-profit, short-term general community teaching hospital; and

WHEREAS, Mortimer W. Zimmerman was responsible for the continuous growth of Louis A. Weiss Memorial Hospital from its origin as a small community hospital to its current stature as a 372-bed, comprehensive medical, surgical and obstetrical facility for Uptown and Metropolitan Chicago; and

WHEREAS, Mortimer W. Zimmerman played a key role in development of high-quality health care and social services for the community through the Jacob M. Arvey Clinic at Weiss Hospital; and

WHEREAS, Mortimer W. Zimmerman has dedicated 31 years to this hospital's growth and is known as a local and national leader for his innovative concepts of hospital management; and

WHEREAS, Mortimer W. Zimmerman has been active and has held leadership roles in the American College of Administrators, the American Hospital Association, the Chicago Hospital Council, the Illinois Hospital Association, and many other professional organizations; and

WHEREAS, Mortimer W. Zimmerman supported the local community organizations such as the Uptown Chicago Commission, the Uptown Chamber of Commerce, and other organizations for the betterment of our community; and

WHEREAS, Mortimer W. Zimmerman and his lovely wife Marilyn are retiring and moving to Palm Beach, Florida; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, do hereby recognize Mortimer W. Zimmerman for his outstanding efforts on behalf of the health needs for the residents of the north side of Chicago; and

Be It Further Resolved, That the City Council of the City of Chicago wish Mortimer and Marilyn Zimmerman a happy retirement.

Alderwoman 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.*

—

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:

Managco, Inc., No. 5042 N. Winthrop Avenue;

Six Happiness, Inc., No. 4829 N. Broadway;

Six Happiness, Inc., No. 4829 N. Broadway.

—

Referred--PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK SALE AT SPECIFIED LOCATION.

Also a proposed order for issuance of a permit to the Andersonville Chamber of Commerce, c/o Ardell Nicholas, No. 5121 N. Clark Street, to conduct a sidewalk sale on both sides of N. Clark Street from W. Winona Street to W. Bryn Mawr Avenue for the period of September 29-October 1, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN ORR (49th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Loyola University to install, maintain and use a three-inch telephone cable near N. Winthrop and W. Loyola Avenues for the purpose of servicing the building at No. 1030 W. Loyola Avenue with the building at No. 1000 W. Loyola Avenue.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMISSION TO CLOSE TO TRAFFIC PORTION OF W. LOYOLA AV. FOR SCHOOL PARTY.

Also a proposed order to grant permission to St. Ignatius School, No. 6553 N. Newgard Avenue, to close to traffic W. Loyola Avenue between N. Glenwood and N. Lakewood Avenues for the period of October 4-5, 1983 for a school party.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN ORR (49th Ward) and ALDERMAN BLOOM (5th Ward):

Referred--PROPOSED RESOLUTION URGING COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS TO INVESTIGATE GANG ACTIVITY IN CHICAGO.

A proposed resolution urging the Committee on Police, Fire and Municipal Institutions to investigate any financial support or connection between public officials and the El Rukns gang, etc.--*Referred to the Committee on Police, Fire and Municipal Institutions.*

Presented by

ALDERMAN STONE (50th Ward):

Referred--PROPOSED ORDER TO INSTALL ALLEY LIGHT AT SPECIFIED LOCATION.

A proposed order to install an alley light behind the premises at No. 2515 W. Jerome Street.--*Referred to the Committee on Finance.*

Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND MAINTAIN CANOPY.

Also a proposed order for issuance of a permit to Kazkay, Inc. to construct, maintain and use a canopy attached to the building or structure located at No. 6405 N. Claremont Avenue.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also a proposed order for issuance of a permit to Doyle Signs, Inc., No. 232 Interstate, Addison, IL, to install a sign/signboard at No. 6600 N. Western Avenue (Carr's Dodge - Honda - Isuzu).--*Referred to the Committee on Zoning.*

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permits:

BY ALDERMAN ROTI (1st Ward):

DePaul University, No. 64 E. Jackson Boulevard--for remodeling of Lewis-O'Malley complex at Nos. 23 E. Jackson Boulevard and 25 E. Jackson Boulevard.

BY ALDERMAN EVANS (4th Ward):

North Washington Park Manor, No. 5021 S. Forrestville Avenue--for the construction of a home for the aged.

BY ALDERMAN STREETER (17th Ward):

Rising Star Baptist Church--for remodeling church building on the premises known as No. 401 W. 69th Street.

BY ALDERMAN PUCINSKI (41st Ward):

Faith Lutheran Church, No. 6201 W. Peterson Avenue--for installation of new roof.

BY ALDERMAN OBERMAN (43rd Ward):

Saint Joseph Hospital--for the construction of shell and site work including the new emergency generator house on the premises known as No. 2900 N. Lake Shore Drive.

License Fee Exemptions:

BY ALDERMAN SHEAHAN (19th Ward):

Tried Stone Learning Center (Baptist Church), No. 1415 W. 104th Street.

BY ALDERMAN LAURINO (39th Ward):

Bohemian Home for the Aged, No. 5061 N. Pulaski Road.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Baptist Church Day Care Center, No. 4437 N. Seeley Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN ROTI (1st Ward):

Beacon Neighborhood House, No. 1440 S. Ashland Avenue--sign inspection.

BY ALDERMAN BEAVERS (7th Ward):

Mary Bartelme Home, No. 7812 S. South Shore Drive--fire prevention inspection.

BY ALDERMAN W. DAVIS (27th Ward):

Chicago Youth Center, No. 611 W. Adams Street--elevator inspection.

BY ALDERMAN MELL (33rd Ward):

St. Paul's House, No. 2815 N. Mozart Street--building inspection.

BY ALDERMAN KOTLARZ (35th Ward):

Parkview Lutheran Church, No. 3919 N. Monticello Avenue--boiler and fuel burning equipment inspections.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue--2 special departmental service inspections.

BY ALDERMAN OBERMAN (43rd Ward):

International College of Surgeons, No. 1516 N. Lake Shore Drive--driveway inspections.

BY ALDERMAN ORBACH (46th Ward):

Japanese American Service Committee, No. 4801 N. Sheridan Road--elevator inspection.

BY ALDERMAN ORR (49th Ward):

Mary Bartelme Home, No. 1715 W. Chase Avenue--fire prevention inspections (2).

Water Rate Exemptions:

BY ALDERMAN STONE (50th Ward):

Heart of Mercy Village, No. 6300 N. Ridge Avenue.

Misericordia Home, No. 6300 N. Ridge Avenue (2).

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (July 13, 1983).

Alderman Vrdolyak moved to *Correct* the printed Official Journal of the regular meeting held on July 13, 1983, as follows:

Page 656 - by inserting the following language immediately after the sixth line from the bottom of the page:

"*Referred*--PROPOSED ORDER TO ESTABLISH RESIDENTIAL PARKING ZONE AREA ON S. ASHLAND AV. BETWEEN W. 35TH ST. AND W. 39TH ST.

Alderman Huels (11th Ward) presented a proposed order to establish a residential parking zone area on S. Ashland Avenue between W. 35th Street and W. 39th Street; which was *Referred to the Committee on Traffic Control and Safety.*"

The motion to correct *Prevailed.*

Journal (July 27, 1983).

Alderwoman Volini moved to *Correct* the printed Official Journal of the regular meeting held on July 27, 1983, as follows:

Page 962 - by inserting the words "Alderwoman Volini was excused from voting under the provisions of Rule 14 of the Council's Rules of Order" immediately after the twelfth line from the top of the page;

Page 965 - by deleting lines eighteen and nineteen from the top of the page.

The motion to correct *Prevailed.*

Journal (August 31, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, August 31, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Correct* said printed Official Journal as follows:

Page 1728 - by inserting the following ordinance below line seventeen from the top of the page:

"Rear of Nos. 5431-5441 N. Cumberland Av.

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Cumberland Joint Venture of No. 216 Higgins Road, Chicago, Illinois 60668, in the amount of $90,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Appraisal Associates, Inc.	$	108,900
Terrence O'Brien & Company	$	110,000

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Cumberland Joint Venture to purchase vacant school land described as follows, to-wit:

> The East 183.72 feet of the West 407.44 feet of the South 118.55 feet of the North 237 feet of South 817.47 feet of Lot 6 in Subdivision of Estate of James Pennoyer in Sections 1, 2, 11 and 12, Township 40 North, Range 12, East of the Third Principal Merdian, in Cook County, Illinois,

which vacant property is landlocked containing an area of approximately 21,780 square feet and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (Cumberland Joint Venture) to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

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

The motion to correct *Prevailed.*

Alderman Vrdolyak then moved to further *Correct* said printed Official Journal as follows:

Page 1728 - by deleting the words "and to the rear of 5431 - 5441 N. Cumberland Av." on lines eighteen and nineteen from the top of the page.

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.*

Journal (September 14, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, September 14, 1983, at 10:00 A.M. signed by him as such City Clerk.

Alderman Vrdolyak moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

Journal (September 15, 1983).
Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Thursday, September 15, 1983, at 3:00 P.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

Municipal Code of Chicago Amended by Adding New Chapter 6.1 Concerning Budget Procedures.

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 September 14, 1983 pages 1907-1911, recommending that the City Council pass a proposed ordinance amending the Municipal Code of Chicago by the addition of a new Chapter 6.1 concerning budget procedures.

Alderman Stone introduced the following amendment:

Amendment to Proposed "Budget Reform and Public Accountability Ordinance of 1983."

"Section 6.1-17 of the proposed ordinance shall be deleted in its entirety and such ordinance shall be amended to read as follows:

6.1-17 The City of Chicago shall not enter into any personal service contract in excess of $5,000.00 annualized, unless such contract is submitted to and approved by the City Council.

Section 3. of the proposed ordinance shall be amended to read as follows:

This ordinance shall take effect on December 15, 1983."

During debate Alderman Burke moved the Previous Question on the proposed amendment.

The Chair stated that the motion would not be entertained.

Alderman Burke then moved to appeal the ruling of the Chair.

The Chair stated that the motion to appeal was Out of Order.

Alderman Sawyer then moved to adjourn. The motion was *Lost* by yeas and nays as follows:

Yeas--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Orr--19.

Nays--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone--30.

At this point in the proceedings, Mayor Washington ordered the City Council to *Stand at Ease* for five minutes.

After five minutes, Mayor Washington called the City Council to order.

The Chair then stated that Alderman Burke's motion on the previous question was on the Stone amendment only, and instructed the clerk to call the roll.

The motion on the previous question *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, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

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 Stone, the said proposed amendment 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, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

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 Oberman then introduced the following amendment:

"I move to amend the proposed Ordinance adding a new Chapter 6.1 of the Municipal Code of Chicago by deleting Section 6.1-17 concerning the approval of contracts."

Alderman Pucinski 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, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

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 next introduced the following amendment to the said proposed ordinance:

Amendment To Proposed Ordinance

The proposed ordinance introduced June 28, 1983, adding a new Chapter 7.4 (now 6.1) to the Municipal Code is hereby amended as follows:

SECTION 1. Section 6.1-2 of the proposed chapter is amended by deleting the language appearing within brackets and adding the Italic language:

6.1-2. For purposes of this chapter the Executive Budget shall include, but not be limited to:

A. A statement estimating all current assets and liabilities of each fund of the City of Chicago as of the beginning of the following year;

B. A statement of the net amount to be received from taxes levied in prior years;

C. A statement of the net amount to be received from taxes to be levied for the following year;

D. A statement of all funds estimated to be received, in any form whatsoever, from the federal government and the governments of the State of Illinois and the County of Cook, by department, for the funding agency fiscal year deemed by the Budget Director to most closely approximate the City budget year;

E. A separate section devoted to each Department of the City of Chicago which shall include a [statement and] description of each [major organizational unit of the] Department, a statement of the amount appropriated [for each organizational unit] for the then current calendar year, and a statement of the [amount] of expenditures requested [for each organizational unit] for the immediately following amount calendar year;

F. For each separate [organizational unit of the] Department a separate statement of the amount to be expended for: (1) personal services, (2) contractual services, (3) travel, (4) commodities, (5) equipment [(6) purchase of real estate, (7) contingencies, (8) permanent improvements,] *(6) permanent improvements, (7) land, (8) contingencies* and (9) specific purposes.

G. For each Department [and separate organizational unit thereof], all expenditures shall be detailed pursuant to the categories set forth in Paragraph F hereof, and shall be further *described* [delineated by a detailed line item listing] according to the Comptroller's classification of accounts. In addition, all expenditures for personal services shall be further [detailed] *described* [by a list of personnel] for each activity by title, rate of pay, and number of positions. The Executive Budget shall include [the above detailed information plus] a comparison of such information with the current year's appropriation *or description,* and the prior year's expenditures.

SECTION 2. Sections 6.1-13, 6.1-15 and 6.1-17 of the proposed chapter are deleted.

SECTION 3. A new Section 6.1-13 is added, to read in Italics as follows:

6.1-13. The information required to be contained in the Preliminary Budget Estimate Report, the Executive Budget and the Budget Director's Quarterly Report, as prescribed in this Chapter 6.1, are in addition to the information required to be furnished by said Budget Director pursuant to any other law. Notwithstanding any other law, the provisions of this chapter concerning the holding of hearings, the dates for such hearings, the dates for which reports are to be submitted to the corporate authorities and the dates for passage of the Annual Appropriation Ordinance shall prevail.

Alderman Burke moved to *Refer* the amendment to the Committee on Finance. 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, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

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 Vrdolyak then introduced the following amendment:

Amendment to Proposed
"Budget Reform and Public Accountability Ordinance of 1983"

The proposed Budget Reform and Public Accountability Ordinance of 1983 shall be amended by adding the words in Italics below:

SECTION 2. *It shall be unlawful for any person, corporation, partnership, association, business trust, estate or legal or commercial entity which has been awarded a contract during any calendar year by the City of Chicago for goods or services to make any contributions during said calendar year to a City official or candidate for any City office in excess of $1,000.00. Any person, corporation, partnership, association, business trust, estate or legal commercial entity which violates Section 2 of this ordinance shall be fined not more than $500 for each offense.*

On motion of Alderman Vrdolyak the foregoing amendment was *Adopted* 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, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

Alderman Oberman then moved to Refer the proposed ordinance to the Committee on Finance. The motion *Lost* by yeas and nays as follows:

Yeas--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--20.

Nays--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

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

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--29.

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

The following is said ordinance as passed:

WHEREAS, The Mayor submitted an ordinance to the Chicago City Council on June 28, 1983 (C.J.P. p. 117) calling for the amendment of the Chicago Municipal Code by adding a new chapter entitled, "Budget Reform and Public Accountability Ordinance of 1983"; and

WHEREAS, To increase the free flow of information essential for the public and the City Council to understand and to participate in the budget-making process; now, therefore,

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

That the above-mentioned ordinance be amended by striking that language in brackets and inserting that language as shown in Italics and making such other additions and deletions as indicated as follows:

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding thereto a new Chapter [7.4] *6.1* which shall be known as the Municipal Budget Procedures Ordinance, as follows:

[7.4-1 For purposes of this chapter, the Budget Director's Mid-Year Report shall include an audited statement of expenditures and revenues for the most recent and complete calendar year, a statement of the estimated amounts received and expended during the first six months of the current calendar year, a forecast of receipts and expenditures for the remainder of the calendar year, a forecast of estimated revenues for the immediately following calendar year, a discussion of the general budget plan to be used and specific budget issues to be considered in the preparation of the budget for filing the immediately following calendar year, by department.]

6.1-1 For the purposes of this chapter, a Preliminary Budget Estimate Report shall include, but not be limited to:

a) an audited statement of the expenditures and revenues for the City of Chicago for the most recent complete calendar year;

b) a statement of the amounts received and expended by the City of Chicago, by fund, during the first six months of the current calendar year;

c) a statement of the estimated receipts and expenditures of the City of Chicago, by fund, for the remaining six months of the current calendar year;

d) a statement of the estimated assets and liabilities of each fund as of the beginning of the following calendar year;

e) a statement of the net amount to be received from taxes levied in prior years, by fund;

f) a statement of the net amount to be received from taxes to be levied and all revenue to be received by fund for the following calendar year;

g) a statement of the estimated funds, in any form whatsoever, to be received from the governments of the United States, the State of Illinois, and the County of Cook, by fund, for the following calendar year, based on the funding agency fiscal year most closely approximating the budget year of the City of Chicago;

h) a statement of the amount of assets available for appropriation by fund for the next calendar year;

i) a separate section for each department of the City of Chicago, which section shall contain the following:

i) the expenditures for the last calendar year;

ii) the appropriation for the current calendar year; and

iii) the estimated expenditures for the following calendar year.

[7.4-2] *6.1-2 For purposes of this chapter the Executive Budget shall include, but not be limited to:*

A. A statement estimating all current assets and liabilities of each fund of the City of Chicago as of the beginning of the following year;

B. A statement of the net amount to be received from taxes levied in prior years;

C. A statement of the net amount to be received from taxes to be levied for the following year;

D. A statement of all funds estimated to be received, in any form whatsoever, from the federal government and the governments of the State of Illinois and the County of Cook, by department, for the funding agency fiscal year deemed by the Budget Director to most closely approximate the City budget year;

E. A separate section devoted to each department of the City of Chicago which shall include a statement and description of each major organizational unit of the department, a statement of the amount appropriated for each organizational unit for the then current calendar year, and a statement of the amount of expenditures requested for each organizational unit for the immediately following amount calendar year;

F. For each separate organizational unit of the department a separate statement of the amount to be expended for:

(1) personal services, (2) contractual services, (3) travel, (4) commodities, (5) equipment, (6) purchase of real estate, (7) contingencies, (8) permanent improvements, and (9) specific purposes.

G. For each department and separate organizational unit thereof, all expenditures shall be detailed pursuant to the categories set forth in paragraph F hereof, and shall be further delineated by a detailed line item listing according to the Comptroller's classification of accounts. In addition, all expenditures for personal services shall be further detailed by a list of personnel for each activity by title, rate of pay, and number of positions. The Executive Budget shall include the above detailed information plus a comparison of such information with the current year's appropriation, and the prior year's expenditures.

6.1-3 For the purposes of this chapter, the Budget Director's Estimated Revenue Analysis shall include a detailed statement of the following information:

A. A statement of the actual revenue received during the current calendar year by the City of Chicago from all sources as of the end of the month prior to the submission of the Executive Budget;

B. A statement of the estimated revenue to be received by the City of Chicago from all sources for the balance of the current calendar year;

C. A statement of the actual revenue received by the City of Chicago from all sources for the immediately preceding five calendar years; and

D. A statement of the methods by which the Budget Director made his of revenue by fund and by revenue item for the following year, outlining the methods of analysis, the assumptions, facts, records, and such other data employed to make the estimated revenue projections.

[7.4-3] *6.1-4 Prior to August 1 of each year, the Budget Director shall prepare and file* [a Budget Director's Mid-Year Report to the Mayor. Upon the Mayor's approval, the Budget Director shall submit the report to the various department heads and the City Clerk.] *the Preliminary Budget Estimate Report for the following fiscal year with the City Clerk. Upon submission, the City Clerk*[it] *shall* [be] *publish* [ed] *the Preliminary Budget Estimate Report in pamphlet form and copies shall be distributed to all members of the City Council and shall be available for public inspection and copying at the Municipal Reference Library, the Chicago Public Library and its regional libraries.*

6.1-5 The Budget Director may submit to the City Council a revised report on all matters contained in the Preliminary Budget Estimate Report, at any time prior to submission of the Executive Budget. The Budget Director shall submit to the City Council, whenever requested by the Chairman of the Committee on Finance or a majority of the members of the City Council, additional or supplemental information he may have concerning matters on which he is required to report.

6.1-6 Before September 1 of each year, the Budget Director shall conduct at least two public hearings on the Preliminary Budget Estimate Report. These hearings are to be held at a time and place to be selected by the Budget Director, but at least one hearing must be convened in a suitable location within the City of Chicago outside the Central Business District. Notice of such hearings shall be given by publication in a newspaper having a general circulation in the City of Chicago at least one week before the time of the hearing. The schedule for such hearings shall be adhered to by the Budget Director as closely as possible and may be altered only by posting notice of such change twenty-four hours in advance of such hearing in the Office of the City Clerk. Sufficient time shall be provided at these hearings to enable citizens and public officials to testify.

[7.4-4] *6.1-7 On or prior to October 15 of each year, the Mayor shall submit the Executive Budget for the following year to the City Council. Upon submission to the City Council, such Executive Budget shall be published in pamphlet form or in such other form as the City Council may prescribe, and copies shall be* [available for public inspection at the Municipal Reference Library.] *distributed to all members of the City Council and to the Municipal Reference Library and the Chicago Public Library and its regional libraries, where copies shall be available for public inspection and copying.*

6.1-8 On or before October 15 of each year, the Budget Director shall submit to the City Council the Budget Director's Estimated Revenue Analysis.

[7.4-5] *6.1-9* [Between October 20 and November 20 of each year,] *No less than five days after submission of the Executive Budget to the City Council, the Finance Committee of the City Council shall begin public hearings for each Department concerning the Executive Budget and that Department's budget. Members of the public shall be permitted to testify at said hearing. No more than* [one] *two of any of the following listed Departments or their equivalents, shall be heard on any single day:*

Office of Budget and Management
Department of Finance
Department of Health
Department of Fire
Department of Police
Department of Planning
Department of Public Works
Department of Human Services
Department of Water
Department of Sewers
Department of Streets and Sanitation

Notice of the schedule of hearings, including the time and place and the time at which each Department will be heard shall be given prior to October 15 of each year by publication in a newspaper having general circulation in the City of Chicago. The schedule for such hearings shall be adhered to by the Finance Committee as closely as possible and may be altered only by posting notice of such change twenty-four hours in advance of such hearing in the Office of the City Clerk.

[7.4-6] *6.1-10* [Not less than one week subsequent to] *Prior to December 1, the City Council shall conduct at least two public hearings to receive public comment concerning the Executive Budget. Notice of each hearing shall be given by publication in a newspaper having a general circulation in the City of Chicago at least one week prior to the date of such hearing. One hearing shall be held in a suitable location within the City outside of the Central Business District as determined by the City Council.*

[7.4-7] *6.1-11 Subsequent to the public hearings required in Section* [7.4-6] *6.1-10 and before final action is taken on the Executive Budget, the Finance Committee may recommend that the items contained in the Executive Budget be amended, revised, altered, increased or decreased, after which, and prior to December* [7] *1 of each year, the Finance Committee shall transmit the Executive Budget to the City Council. Upon such transmission to the City Council, the Executive Budget shall be printed in the Journal of Proceedings and in a newspaper having a general circulation in the City of Chicago.*

[7.4-8] *6.1-12 Not less than ten days after the publication of the Executive Budget as required in Section* [7.4-10] *6.1-11 and prior to December 10 of each year, the City Council shall enact the Executive Budget, as it may have been revised, altered, increased, decreased or amended, which shall constitute the Annual Appropriation Ordinance of the City of Chicago.*

[7.4-9] *6.1-13 The City Council may amend the Annual Appropriation Ordinance at its next meeting occurring not less than five nor more than ten days after the enactment thereof, in like manner as other ordinances.* [In the event any item of appropriation contained herein is vetoed by the Mayor, with recommendation for a change, the adoption of the recommendation by a yea and nay vote shall be regarded as the equivalent of an amendment of the Annual Appropriation Ordinance with like effect as if an amendatory ordinance were duly passed.] *The Annual Appropriation Ordinance may also be amended at any subsequent meeting of the City Council in like manner as other Ordinances and consistent with Chapter 24 of the Illinois Revised Statutes.*

[7.4-10] *6.1-14 The Budget Director shall adopt regulations to implement the purposes of this chapter and shall prescribe standard forms to be used in the preparation of the Executive Budget.*

[7.4-11] *6.1-15 This chapter is intended to supercede laws of the State of Illinois pertaining to the budget of the City of Chicago, except that such laws and particularly Sections 8-2-1 through 8-2-9.10 of Chapter 24 of the Illinois Revised Statutes and Sections 3-10-11 and 3-11-24 of Chapter 24 of the Illinois Revised Statutes, shall continue to be applicable where not inconsistent with this chapter.*

6.1-16 Quarterly Budget Report.

Ten days prior to the beginning of each calendar quarter, the Budget Director shall submit to the City Clerk, each member of the City Council and to the Committee on Finance, an estimate of the amount and percent of each Department's appropriation which is to be expended or encumbered during each following calendar quarter. The estimate shall be detailed by Department, by fund and by the categories of expenditures set forth in Section 6.1-2F hereof.

Within fourteen days after the end of each calendar quarter, the Budget Director shall submit to the City Clerk, each member of the City of Council and to the Committee on Finance:

A. A report of the actual expenditures and encumbrances for each Department, by fund and by the categories of expenditures set forth in Section 6.1-2F hereof, during the immediately preceding calendar quarter and a cumulative summary of all year to date expenditures and encumbrances. This report shall also contain an estimate of all expenditures to be made for the remainder of the year;

B. A detailed revenue report by fund outlining the revenue receipts to date and a timetable for the receipt of revenue anticipated for the remainder of the year.

C. A detailed cash flow summary for each fund; and

D. A detailed report by Department and fund listing all budgeted positions, the title, number and salary of all new employees, and all personnel vacancies.

6.1-17 The City of Chicago shall not enter into any personal service contract in excess of $5,000 annualized unless such contract is submitted to and approved by the City Council.

SECTION 2. *It shall be unlawful for any person, corporation, partnership, association, business trust, estate or other legal or commercial entity which has been awarded a contract during any calendar year by the City of Chicago for goods or services to make any contribution during said calendar year to a City official or candidate for any City office in excess of $1,000.00. Any person, corporation, partnership, association, business trust, estate or other legal commercial entity which violates Section 2 of this ordinance shall be fined not more than $500 for each offense.*

SECTION 3. This ordinance shall take effect on December 15, 1983.

Execution of Agreement Authorized Between City and Chicago Park District for Development of South Chicago Sports Field.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published August 10, 1983, pages 1327-1341, recommending that the City Council pass a proposed ordinance authorizing the execution of agreement between the City and the Chicago Park District for development of South Chicago Sports Field.

On motion of Alderman Burke 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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, Community facilities and improvements are one of the specific areas for funding under this program; and

WHEREAS, The Chicago Park District is a body politic involved in the development and maintenance of park facilities in the City of Chicago; and

WHEREAS, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, (incorporated herein by reference), in the amount of Four Hundred Thousand Dollars ($400,000.00) is hereby granted by the City of Chicago to the Chicago Park District for use in facilitating the development of the South Chicago Sports Field Park No. 469.

SECTION 2. These funds are granted subject to an agreement entered into between the City of Chicago and the Chicago Park District, attached hereto.

SECTION 3. The Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

SECTION 4. The Commissioner of the Department of Planning is authorized to forward such counterparts to the United States Department of Housing and Urban Development and the Chicago Park District, together with any further documentation required by the Department of Housing and Urban Development.

SECTION 5. This ordinance shall become effective from and after its approval.

[Exhibits A and B printed on pages 2247 through 2259 of this Journal.]

Municipal Code of Chicago Amended by Addition of New Chapter 36.1 (Chicago Performance Ordinance).

On motion of Alderman McLaughlin the City Council took up for consideration the report of the Committee on Cultural Development and Historical Landmark Preservation deferred and published in the Journal of the Proceedings of March 31, 1983, pages 16896-16899, recommending that the City Council pass a proposed ordinance amending the Municipal Code of Chicago by the addition of a new Chapter 36.1 (Chicago Street Performance Ordinance).

Alderman Natarus moved to Re-refer the said proposed ordinance to the Committee on Cultural Development and Historical Landmark Preservation. The motion *Lost* by yeas and nays as follows:

Yeas--Aldermen Rush, Evans, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Natarus--15.

Nays--Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Stemberk, Krystyniak, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--27.

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

Yeas--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kelley, Stemberk, Krystyniak, Henry, Nardulli, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--37.

Nays--Aldermen Roti, Humes, Kellam, Natarus--4.

The following is said ordinance as passed:

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

SECTION 1. That a new Chapter 36.1 be added to the Municipal Code of Chicago to be known as the "Chicago Street Performance Ordinance" which reads in Italics, as follows:

36.1-1. Definitions.

The following terms are defined for the purpose of this Chapter as follows:

(a) "Perform" includes, but is not limited to the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing and reciting.

(Continued on page 2260)

EXHIBIT A

AGREEMENT

BETWEEN THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT

THIS AGREEMENT entered into this_____day of_____, 1983, by the CITY OF CHICAGO, a Municipal Corporation, hereinafter referred to as the "CITY", and the CHICAGO PARK DISTRICT, a body politic, hereinafter referred to as "PARK DISTRICT".

WHEREAS, pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has hereby agreed to the allocation expenditure of funds for fiscal year 1983; and,

WHEREAS, the Community Development Program of the City of Chicago provides for funds to be allocated for "Community Facilities and Improvements", and

WHEREAS, the City of Chicago will provide a budgetary allocation from these "Community Facilities and Improvements", funds as a grant to the Park District entitled South Chicago, Sports Field (Park #469) the sum of $400,000.00 for the purpose of constructing a sports field in the South Chicago Community.

NOW THEREFORE, in consideration of said grant, in the sum of FOUR HUNDRED THOUSAND and No/100 dollars (400,000.00) ("Grant"), to the Park District, the Park District agrees to perform as follows:

1. Scope of Services:

(a) The Park District shall use the Grant to construct a sports field in Park #469, including preparation of preliminary engineering and cost estimates; necessary construction plans and specifications; and awarding construction contracts to implement said plans.

(b) The grant of specific funds for the above activities shall be subject to review by the Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Park District.

(c) All construction work will be contracted by the Park District in accordance with construction plans and specifications prepared by the Park District and approved by the designated representative of the City of Chicago's Department of Planning. All contractors accepted by the Park District under this procedure will be bonded and insured for materials, workmanship, financial responsibility and workmen's compensation. The selection of contractors will be based on competitive bidding. All contractors shall be subject to the approval by the Department of Planning.

All contracts entered into and executed between the Park District and contractors shall expressly include the terms and conditions of Exhibit B attached hereto, as well as an affirmative statement that the contractor shall abide by all local, state and federal laws and regulations regarding, labor, wages and working conditions.

2. Time of Performance:

This Agreement shall be performed within 12 months from date of execution.

3. Compensation and Method of Payment:

(a) Compensation:

The Park District shall be reimbursed for improvements and costs actually expended pursuant to a budget set forth and made a part hereof as Exhibit A.

(b) Method of Payment:

The City shall make payment under this Agreement upon presentation of requisitions for reimbursement by the Park District. As often as determined by the City, the Park District will submit to the City, a requisition for reimbursement of actual expenditures incurred by the Park District in the performance of this Agreement and claimed as an allowable cost. The requisition shall be supported by documents evidencing the expenditures, and duly executed waivers of mechanics' liens from the party (s) to whompayment was made. Further, the requisition shall instruct the City where and to whom payments are to be made.

(c) Maximum Compensation:

It is expressly understood and agreed that, in no event will the total amount paid to the Park District hereunder exceed the maximum sum of $400,000.00

4. Fund Chargeable:

Expenditures under this Agreement shall be payable from Fund No.

5. Park District agrees to make the City of Chicago coinsured with public liability insurance in the amount of $500,000.00 for any claims whatsoever arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and further agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever arising out of or by reason of the construction provided for herein.

6. Terms and Conditions:

This Agreement is subject to the provisions of Part 2 entitled "General Conditions--Non-Discrimination" attached hereto and made a part hereof as Exhibit B.

7. Default:

In the event the Park District fails to perform its obligations pursuant to Sections 1, 2, 5 and 6 herein, City may, at its sole option, withdraw the Grant with no further obligations or responsibilities relating thereto.

8. Notices:

Notices and communications given or required under this Agreement shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner of the Department of Planning, Room 1000, City Hall, 121 North La Salle Street, Chicago, Illinois 60602: and to Esperanza School, addressed to Mr. Edmund L. Kelly, General Superintendent, 425 East McFetridge Drive, Chicago, Illinois 60605.

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

WITNESS WHEREOF, the CITY and the PARK DISTRICT have executed this contract as of the date first above written.

CITY OF CHICAGO

_____
Mayor

_____
Commissioner, Department of Planning

CHICAGO PARK DISTRICT

Approved: _____
Comptroller

_____
(Signature and Title of Authorized Official) Edmund L. Kelly, General Superintendent

APPROVED AS TO FORM AND LEGALITY

_____
Assistant Corporation Counsel

Attest: _____ (Seal)
City Clerk

CITY OF CHICAGO EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PROJECT BUDGET

NAME OF PROJECT

Park #469 - Athletic Field at 93rd and Brandon

NAME, ADDRESS, AND ZIP CODE OF LEAD AGENCY

Department of Planning
Room 1000, City Hall, Chicago, Illinois 60602

NAME, ADDRESS, AND ZIP CODE OF DELEGATE AGENCY

Chicago Park District
425 E. McFetridge Drive, Chicago, Illinois 60605

TYPE OF ENTITY - IS THE ENTITY A (Check applicable box or boxes)

- [ ] CITY DEPARTMENT
- [X] PUBLIC AGENCY
- [ ] NEIGHBORHOOD-BAS
- [ ] PRIVATE (NONPROFIT)
- [ ] PRIVATE (PROFIT MAKING)
- [ ] OTHER (SPECIFY)

METHOD OF ALLOCATION - IF COST IS TO BE SHARED BY OTHERS ADD AN EXPLANATORY STATEMENT WHICH IDENTIFIES THE SHARING ENTITY (OR ENTITIES) AND THE METHOD OF ALLOCATION.

FUNDING SOURCE (Check)

- [X] COMMUNITY DEVELOPMENT PROGRAM - U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
- [ ] OTHER (Please Explain) _____

PROGRAM DESCRIPTION (Use this space to provide a very brief narrative description of the program.)

This program consists of the construction of an athletic field at property at 93rd Street and Brandon Avenue which is currently vacant.

BUDGET SUMMARY
(FOR CITY AGENCY ONLY)

PROJECT NAME Park #469 - So. Chicago Athletic Field FUND NUMBER 731

LEAD AGENCY Department of Planning ACTIVITY NUMBER [illegible]

DELEGATE AGENCY Chicago Park District

COST CATEGORY	ACCOUNT NUMBER	COMMUNITY DEVELOPMENT SHARE OF COST	OTHER SHARE	TOTAL COST
PERSONNEL SERVICES	000			
CONTRACTUAL SERVICES	100			
TRAVEL	200			
CONSUMABLE SUPPLIES	300			
PURCHASE OF EQUIPMENT	400			
PERMANENT IMPROVEMENT BUILDING OR STRUCTURE	500	$400,000	0	$400,000
LAND	600			
INDIRECT COSTS	801			
REHABILITATION LOANS AND GRANTS	802			
RELOCATION PAYMENTS AND ASSISTANCE	803			
MISCELLANEOUS REVENUE	900			
TOTAL		$400,000	0	$400,000

SUBMISSION:

Martin R Murphy — Date — Signature of Lead Agency Official

Martin R. Murphy, Commissioner
Name and Title (Type or Print)

Date — Signature of Delegate Agency Official

Edmund L. Kelly, General Superintendent
Name and Title (Type or Print)

APPROVAL:

Signature of C.D. Coordinating Committee Official — Date

Name and Title (Type or Print)

CD FORM 1.8a

FUND NUMBER 711

ACTIVITY NUMBER 3150

BUDGET JUSTIFICATION

PROJECT NAME PARK #469 - South Chicago Athletic Field

LEAD AGENCY DEPARTMENT OF PLANNING

DELEGATE AGENCY PARK DISTRICT

FOR EACH COST CATEGORY, PROVIDE A DETAILED BREAKDOWN OF EXPENDITURES

OBJECTS OF EXPENDITURE BY COST CATEGORY	ACCT. NO.	C.D. SHARE	OTHER	TOTAL COST
Permanent Improvements	500	$400,000	0	$400,000
Permanent Improvements	526	$400,000	0	$400,000

PART II (B) SPECIAL CONDITIONS
NON-DISCRIMINATION

EXHIBIT B

It is the policy of the City of Chicago that, under the terms of this contract, the provisions concerning non-discrimination in employment will be enforced to the terms of the provisions contained herein.

The contractor agrees to assert leadership within all areas of employment responsibilties, including sub-contracts, to ensure the proper utilization of each employee's capabilities and productivity and take affirmative steps to recruit new employees without regard to race, creed, color, sex, or national orgin during the term of this contract. The contractor also agrees, under the terms of this contract, to treat all employees equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

The contractor, in order to demonstrate compliance under the terms of this contract, agrees to furnish, upon request, such reports, records, and other pertinent data necessary for compliance with the equal employment opportunity provisions and requirements of the federal, state, and local governments. The contractor will cooperate with the City of Chicago, who has the responsibility of reporting on, and the enforcement of said equal employment opportunity provisions and requirements, in order to ensure that the terms and conditions are carried out.

Attention is called to Sec. 109 Housing and Community Development Act of 1974, 42 USC 5301; Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; Sec. 3 of the Housing and Urban Development Act of 1968, 12 USC 170-1u; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); provisions of 41 CFR Chapter 60, and Davis-Bacon (40 USC 276-a-5).

CONTRACTORS AGREEMENTS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national orgin. The contractor 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 orgin.

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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national orgin.

3. The contractor will furnish all information and reports, required under this contract, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with rules, regulations, and orders.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, where applicable, and the rules, regulations, and relevant orders of the Secretary of Labor.

the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City of Chicago contracts. Other sanctions may be imposed and remedies invoked as provided in this contract and/or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.

POSTING OF PERTINENT INFORMATION

The Commissioner of the contracting city department, and/or his designee, retains the right of entry in the place of business or job-site for the purpose of placing, and for the ordering of the placement, in a conspicuous location, information concerning wages and hours, equal opportunity, safety, and other required information deemed necessary.

REPORTING REQUIREMENTS

Provisions and regulatory policies embodied in this contract shall be administered by the Commissioner of the contracting city department and monitored by the administrative unit designated by the Community Development Coordinating Committee hereinafter referred to as the Coordinating Committee.

Each contractor having a contract or contracts containing the equal employment opportunity provisions described herein shall file and shall cause each of his sub-contractors to file compliance reports with the Commissioner or the designated equal opportunity officer of the contracting city department in duplicate.

The Commissioner of the contracting city department, or his designee, shall direct that any contractor or sub-contractor shall submit, as part of his compliance report, a statement in writing signed by an authorized officer or agent containing supporting information to the effect that the signer's practices and polices do not discriminate on the ground of race, color, religion, or national orgin, and that the signer will cooperate affirmatively in the implementation of the equal opportunity provisions, and that it consents and agrees that recruitment, employment, and terms and conditions of employment shall be in accordance with the purposes and provisions contained herein under this contract.

WAGES

The contractor further agrees that all persons employed under this contract shall be paid wages at a rate not less than those prevailing for similar work in the area, and shall receive overtime compensation in accordance with all federal, state and local wage provisions

(Continued from page 2246)

(b) "Performer" means an individual who owns a permit issued pursuant to the provisions of this Chapter.

(c) "Public Areas" includes sidewalks, parks, playgrounds, above-ground and underground transit platforms, and all other public ways located in the City of Chicago.

36.1-2 Prohibition.

(a) No person may perform in a public area without having obtained a permit issued under Section 36.1-3 of this Chapter.

(b) Any person who performs in a public area without a permit issued under Section 36.1-3 of this Chapter shall be fined not more than $25. The proceeds of any such fine shall be directed to the Chicago Council of Fine Arts and used in its administration of this Chapter. Any person paying a fine in excess of $10 may obtain a permit under Section 36.1-3 of this Chapter without paying a fee therefor if application for such permit is made within 30 days of such payment.

36.1-3 Permit.

(a) A permit shall be issued by the Chicago Council on Fine Arts to each applicant therefor in exchange for a completed application and a fee of $10, subject to the provisions of Section 36.1-8 of this Chapter.

(b) A completed application for a permit shall contain the applicant's name, address, and telephone number and shall be signed by the applicant.

(c) A permit shall be valid from the date on which it is issued through December 31 of the year in which it is issued; provided, however, that a permit issued in 1982 shall be valid through December 31, 1983.

(d) A permit shall contain the name and permit number of the applicant plus the year in which the permit is valid and any special allowance made by the Chicago Council on fine Arts pertaining to the permit.

(e) A permit shall be non-transferable.

(f) Upon issuing a permit, the Chicago Council on Fine Arts shall also issue to the performer a printed copy of this Chapter.

36.1-4. Display of Permit.

A performer shall carry a permit on his or her person while performing and shall show it to any police officer of the City of Chicago upon request.

36.1-5. Permitted Performances.

(a) Performances may take place in the following locations:

in public areas, except those excluded by the City Council or the Superintendent of Police pursuant to Section 36.1-7 of this Chapter;

on private property, if the performer has obtained the written permission of the owner of such property or other person with authority to grant such permission with respect to such property; and

in a public area where an authorized fair or public festival is being conducted, if the performer has obtained by the written permission of the sponsor of such fair or festival.

(b) A performance may take place at any time on a transit platform if said performance is not audible at any residence; otherwise, performances may take place at the following times:

between the hours of 8:00 a.m. and 10:00 p.m. on Mondays through Thursdays;

between the hours of 8:00 a.m. on Fridays and 1:00 a.m. on Saturdays;

between the hours of 9:00 a.m. on Saturdays and 1:00 a.m. on Sundays; and

between the hours of 10:00 a.m. and 10:00 p.m. on Sundays.

(c) A performer may not use electric or electronic amplification except as otherwise allowed by the Chicago Council of Fine Arts.

(d) A performer may not block the passage of the public through a public area except as permitted by the sponsor of an event under paragraph (a) of this Section or otherwise allowed by the Commissioner of the Department of Streets and Sanitation. If a sufficient crowd gathers to see or hear a performer such that the passage of the public through a public area is blocked, a police officer may disperse the portion of the crowd that is blocking the passage of the public, but said police officer shall not cause the performer to leave the location.

(e) No performer or group of performers shall perform at a distance of less than 100 feet from another performer or group of performers that already is performing.

36.1-6. Legal Conduct.

(a) A performer may not accept contributions of money or property at a performance, nor solicit contributions by way of displaying a sign at said performance, nor should any receptacle be placed on the public way by said performer and/or performers.

(b) A performer who performs under the provisions of this Chapter shall be subject to the provisions of Section 17-4 of the Municipal Code of Chicago and any other applicable Ordinances, by virtue of such performance.

36.1-7. Exclusion of Public Areas.

(a) Upon the written recommendation of the Superintendent of Police or the Commissioner of the Department of Streets and Sanitation, the City Council or any committee thereof to which responsibility is delegated may conduct a public hearing to determine whether a designated public area shall be excluded from further performances.

(b) No public area shall be excluded from performances except:

by majority decision of the City Council or its designated committee pursuant to paragraph (a) hereof; or

by decision of the Superintendent of Police in the case of an emergency; provided that no public area may be excluded from performances by the Superintendent of Police under this subparagraph for more than 7 days.

(c) No exclusion of public areas, except as decided by the Superintendent of Police in the case of an emergency, shall be effective until seven days after written notice of said exclusion has been mailed by the Chicago Council on Fine Arts to each performer.

(d) Upon issuing a permit, the Chicago Council on Fine Arts shall also issue to the performer a current and complete list of all public areas in the City of Chicago that have been excluded from performances.

36.1-8. Revocation of Permit.

(a) The Chicago Council on Fine Arts may suspend a permit for not more than 30 days if any information contained in the application therefor is found to be false.

(b) The Chicago Council on Fine Arts may suspend a permit for not more than 60 days or revoke a permit if a performer violates any of the provisions of this Chapter.

(c) After revocation of a permit, the former performer may not obtain a new permit until such date as the Chicago Council on Fine Arts may determine, provided that such date shall not be more than one year after the date of revocation.

(d) No permit may be suspended or revoked unless the Chicago Council on Fine Arts holds a public hearing concerning that suspension or revocation, written notice of which has been given to the performer not less than 7 days prior to said public hearing. Such notice shall set forth the facts constituting the basis for the proposed suspension or revocation.

SECTION 2. This ordinance shall take effect from date of its passage.

Authority Granted for Acceptance of Bid for Board of Education Property at Nos. 801-829 E. 42nd St./ Nos. 4201-4219 S. Cottage Grove Av. and Nos. 800-839 E. 42nd Pl.

On motion of Alderman Banks the City Council took up for consideration the report of the Committee on Land Acquisition and Disposition deferred and published in the Journal of the Proceedings of August 31, 1983, pages 1741-1742, recommending that the City Council pass a proposed ordinance for acceptance of bid for Board of Education property at Nos. 801-829 E. 42nd Street/Nos. 4201-4219 S. Cottage Grove Avenue and Nos. 800-839 E. 42nd Place.

Alderman Banks moved to Pass the said proposed ordinance. The clerk called the roll and it was found that the yeas and nays were as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Kelley, Stemberk, Henry, Nardulli, Smith, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--37.

Nays--None.

Alderman Banks then requested a verification of the foregoing vote.

Thereupon, the clerk recalled the roll and it was found that the said proposed ordinance *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Langford, Streeter, Kellam, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Stone--40.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid of Most Worshipful Prince Hall Grand Lodge, 4227 S. Cottage Grove Avenue, Chicago, Illinois 60653, in the amount of $47,000, be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Stephen Rich, M.A.I., S.R.P.A. February 28, 1983	$	43,000
Price Associates March 28, 1983	$	55,000

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Most Worshipful Prince Hall Grand Lodge to puchase vacant school land described as follows, to-wit:

Lots 1 to 15, inclusive, and Lots 25 to 32, inclusive, in Block 3 in Charles R. Steele's Resubdivision of Block 1 in "The Bayard and Palmer Addition" in the North West Fractional quarter in Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; together with east-west vacated alley lying South of and adjoining the southerly line of Lots 9 to 14, inclusive, and the West 10 feet of Lot 15 in Block 3, aforesaid, and lying North of and adjoining the northerly line of the West 10 feet of Lot 26 and Lots 27 to 32, inclusive, in Block 3 aforesaid, as vacated by ordinance recorded December 17, 1956, as Document 16782495; also north-south vacated alley lying East of and adjoining the East line of Lots 1 to 8, inclusive, in Block 3, aforesaid, and lying West of and adjoining the West line of Lot 9 and Lot 32, in Block 3, aforesaid, and lying West of and adjoining the West line of the east-west vacated alley described in Document 16782495, aforesaid, as vacated by ordinance recorded May 29, 1961, as Document No. 18173810. Subject to the rights of the public and of the City of Chicago in and to the east 15 feet of Lot 15 in Block 3, aforesaid, opened as an alley by ordinance recorded December 17, 1956, as Document No. 16782495,

which property has a frontage of 275.0 feet on the South side of E. 42nd Street, 315.0 feet on the North side of E. 42nd Place, and a frontage of 187.0 feet on the East side of S. Cottage Grove Avenue, containing an area of approximately 54,705 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted to the bidder, The Most Worshipful Prince Hall Grand Lodge, to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposit of the unsuccessful bidder, Isaiah Hatcher, Jr., 652 E. Bowen Avenue, Chicago, Illinois and Roy L. Tolbert, 14504 S. Lexington, Harvey, Illinois.

SECTION 5. This ordinance shall be in effect from and after its passage.

MISCELLANEOUS BUSINESS.

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, October 12, 1983 at 10:00 A.M. in the City Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.