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

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**Regular Meeting—Wednesday, November 23, 1983**

**at 10:00 A.M.**

**(Council Chamber—City Hall—Chicago, Illinois)**

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**OFFICIAL RECORD.**

**HAROLD WASHINGTON**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

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**Attendance at Meeting.**

*Present*--Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

*Absent*--Aldermen Evans, Vrdolyak, Frost, Banks.

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**Call to Order.**

On Wednesday, November 23, 1983, at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Quorum present.

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**Invocation.**

Reverend Wilbur N. Daniel, Pastor, Antioch M. B. Church, opened the meeting with prayer.

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**REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.**

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**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:

"U.S. OF ARTS MONTH IN CHICAGO":  
November 5 - 30, 1983;

"PRECISION METAL-WORKING WEEK IN CHICAGO":  
November 9 - 16, 1983;

"BLACK EDUCATORS DAYS IN CHICAGO":  
November 9 - 13, 1983;

"HOLIDAY SHARING IT FESTIVAL TIME IN CHICAGO":  
November 10, 1983 to January 1, 1984;

"GREAT AMERICAN SMOKEOUT DAY IN CHICAGO":  
November 17, 1983;

"THE HISPANIC FEDERATION OF ILLINOIS CHAMBERS OF COMMERCE DAY IN CHICAGO":  
November 17, 1983;

"EDWARD G. GARDNER DAY IN CHICAGO":  
November 18, 1983;

"THE CORN POPPER INCORPORATED DAY IN CHICAGO":  
November 18, 1983;

"REV. A. R. LEAK DAY IN CHICAGO":  
November 26, 1983;

"FAMILY WEEK IN CHICAGO":  
November 20 - 26, 1983;

"BIBLE WEEK IN CHICAGO":  
November 20 - 26, 1983;

"CHICAGO OPERA THEATER MONTH IN CHICAGO":  
Month of January, 1984.

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*Acceptances and Bonds Under Ordinances.*

Also acceptances and bonds under ordinances as follows:

Fulton Street Wholesale Market Company: Acceptance and bond under an ordinance passed on August 31, 1983 (vault and I-beams); filed on November 22, 1983;

Northwestern University: Acceptance and bond under an ordinance passed on July 27, 1983 (conduit system); filed on November 22, 1983;

Schneider Brothers, Inc.: Acceptance and bond under an ordinance passed on November 12, 1982 (concrete basins); filed on November 22, 1983.

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

Also communications from Sigmund C. Ziejewski, District Engineer, under date of November 15, 1983, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax funds) as follows:

*August 31, 1983.*

Execution of agreement authorized between City and State for improvement of Harrison Street between Kedzie and Ashland Avenues;

Execution of agreement authorized between City and State for improvement of Homan Avenue between Polk Street and Chicago Avenue;

Execution of agreement authorized between City and State for improvement of Central Park Avenue between Cermak and Roosevelt Roads;

Execution of agreement authorized between City and State for improvement of 51st Street between Halsted Street and Lowe Avenue and also between Shields and Princeton Avenues;

Execution of agreement authorized between City and State for partial reconstruction of Kimball Avenue Bridge over North Branch of Chicago River;

Execution of agreement authorized between City and State for improvement of 87th Street Railroad Viaduct between S. Ingleside and S. Avalon Avenues;

Execution of agreement authorized between City and State to improve clearance under Railroad Viaduct on 26th Street between S. Rockwell Street and S. Western Avenue;

Execution of agreement authorized between City and State for improvement of specified Illinois Central Gulf R.R. grade crossings;

Execution of agreement authorized between City and State for clearance under R.R. viaduct on Damen Avenue between 33rd and 34th Streets;

Commissioner of Public Works authorized to negotiate for acquisition of property at various locations along Vincennes Avenue between 95th Street and 119th Street for widening of intersections;

*September 28, 1983.*

Funds amended for snow and ice control on various streets and highways during 1983;

Funds authorized for street cleaning during 1983;

Funds authorized for repairs to pavements during year 1983;

Funds authorized for curb and gutter repairs during year 1983;

Amendatory ordinance authorizing transfer of unexpended M.F.T. funds to City's unobligated M.F.T. Fund;

Funds amended for installation of traffic control signals at N. Ashland Avenue and W. Erie Street and to close out projects;

Funds amended for installation of traffic control signals at 63rd and S. State Streets and to close out project;

Funds amended for installation of traffic control signals at sundry locations and to close out projects.

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CITY COUNCIL INFORMED AS TO PUBLICATION  
OF ORDINANCES.

*Pamphlet Publication of Ordinances.*

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on November 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 November 22, 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 November 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 November 22, 1983.

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

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties on the date noted, ordinances passed by the City Council on October 31, 1983:

Ordinance authorizing levy of taxes for Board of Education for fiscal year 1983-1984;

Ordinance authorizing levy of taxes for Community College District No. 508 for fiscal year July 1, 1983-June 30, 1984;

Ordinance granting authority for abatement of property taxes previously levied for Working Cash Fund Bonds, Series 1967, of Community College District No. 508, for years 1983, 1984 and 1985.

Filed with the County Clerks of Cook and Du Page Counties on November 15, 1983.

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MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING  
COUNCIL ACTION (TRANSMITTED TO CITY COUNCIL  
BY 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:

*Administrative Budgets for Public Building Commission.*

Two communications from Brian M. Kilgallon, Assistant Secretary, and Albert Grange, Controller, Public Building Commission of Chicago, addressed to the City Clerk under date of November 14, 1983, transmitting a resolution adopted by the commission, and a copy of the 1984 Administrative Budgets for the commission.--*Placed on File.*

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*Recommendations by Comm. of Dept. of Planning and Zoning Administrator  
Pertaining to Sundry Proposals for Map Amendments to Chicago  
Zoning Ordinance.*

Also a communication signed by Elizabeth Hollander, Acting Commissioner of Planning, under date of November 8, 1983, showing the recommendations of the commissioner and zoning administrator concerning map amendments for which public hearings were held on November 8, 1983, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969.--*Placed on File.*

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*Zoning Reclassifications of Particular Areas.*

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

Chicago Title and Trust Company, U/T No. 63493--to classify as a Business Planned Development instead of a C3-7 Commercial-Manufacturing District the area shown on map No. 2-F bounded by

a line 222.47 feet north of and parallel to W. Adams Street; S. Wells Street; S. Adams Street; a line 128.265 feet west of and parallel to S. Wells Street; a line 160.12 feet north of and parallel to W. Adams Street; a line 80.14 feet west of and parallel to S. Wells Street; a line 180.36 feet north of and parallel to W. Adams Street; a line 82.14 feet west of and parallel to S. Wells Street; a line 199.64 feet north of and parallel to W. Adams Street; and a line 90.73 feet west of and parallel to S. Wells Street;

Russell Scimeca--to classify as an R7 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-H bounded by

a line 162.50 feet north of and parallel to W. Belden Avenue; the alley next east of and parallel to N. Harlem Avenue; a line 87.5 feet north of and parallel to W. Belden Avenue; and N. Harlem Avenue.

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*Claims Against City of Chicago.*

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

Allstate Ins. Co. (2) Michael D. Angelo and Ronald E. Voll;  
Burchett Franklin and Iola, Burgin Ernest, Burnley Angenette;  
Casey John, Clay Willie C.;  
Davis Fred, Dubulis Stasys, Dusenbury L. S.;  
Economy Fire & Cas. Co. and Elmer Pucci;  
First Metropolitan Builders, Frerck Robert;  
Gordon Lionel C., Griffith Martha June;  
Henderson Lillian, Hochberg Sidney, Hvasti John;  
Kaplan Ira, Khatib Farouk M., Kmart Corp., Kovant Carl, Kriticos Christ;  
Madros Rose, Moy Paul;  
The Ohio Cas. Group and John and Ruth Smith;  
JC Penney Cas. Ins. Co. and Marguerite Jones, Pedziwiatr Edward A.;  
Samotny Roberta L., Schuler Hans J., Simpkins M.B. Mrs., Sparks Wm. L.;  
Tranwch Mary, Tunis Gordon S.;  
Urbas Guy;  
Villalta Julio C.;  
Warta Martin R., Weiner Sol.

—  
*Approval by Chicago Plan Comm. and Dept. of  
Planning of Certain Proposals.*

Also copies of resolutions adopted by the Chicago Plan Commission on November 16, 1983 and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

**Disposition of Vacant City-Owned Property.**

|                    |                                                 |
|--------------------|-------------------------------------------------|
| Ref. No. 82-090-02 | 3000 North Elbridge Avenue                      |
| Ref. No. 83-149-02 | 1451 West 73rd Place                            |
| Ref. No. 83-191-02 | 1026 North Ashland Avenue                       |
| Ref. No. 83-192-02 | 2439 West Arthington Street                     |
| Ref. No. 83-193-02 | 1918 West Adams Street                          |
| Ref. No. 83-194-02 | 852 West Ancona Street                          |
| Ref. No. 83-195-02 | 1124 West Chestnut Street                       |
| Ref. No. 83-196-02 | 1639 North Honore Street                        |
| Ref. No. 83-197-02 | 2832 West 22nd Place                            |
| Ref. No. 83-198-02 | 3451 West Jackson Boulevard                     |
| Ref. No. 83-199-02 | 6705 South St. Lawrence/601-03 East 67th Street |
| Ref. No. 83-200-02 | 1310 South Kildare Avenue                       |
| Ref. No. 83-201-02 | 4216 West Van Buren Street                      |
| Ref. No. 83-202-02 | 8535 South Burley Avenue                        |
| Ref. No. 83-203-02 | 6747-49 South Emerald Avenue                    |
| Ref. No. 83-204-02 | 1734 North Clybourn Avenue                      |

## Department of Economic Development.

Ref. No. 83-207-20

32nd Street Reconstruction Project.

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*Placed on File*--NOTIFICATION AS TO SELECTION OF PROXY TO  
AFFIX SIGNATURE OF CITY COMPTROLLER TO CITY OF  
CHICAGO WATER REVENUE BONDS, SERIES 1983.

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

OFFICE OF THE CITY COMPTROLLER  
CITY OF CHICAGO

November 23, 1983.

*Notice of Designation of Proxy.**To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN--Please take notice that I have selected and do hereby designate CHARLES A. WHELPLEY as my proxy for me and in my name, place and stead to affix my signature as City Comptroller of the City of Chicago to \$95,000,000 aggregate principal amount of Water Revenue Bonds, Series 1983 authorized to be issued pursuant to an ordinance adopted by the City Council of the City of Chicago on November 9, 1983, and to any other instrument, agreement, certificate or document authorized to be signed by the City Comptroller pursuant to such ordinance.

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

Very truly yours,  
(Signed) WALTER K. KNORR,  
City Comptroller.

[Signatures appended as stated.]

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*Placed on File*--REPORT OF VOUCHER PAYMENTS FOR  
PERSONAL SERVICES FOR MONTH OF OCTOBER, 1983.

The City Clerk transmitted the following report received from Walter K. Knorr, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments for month of October printed on  
page 3419 of this Journal.]

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REPORTS OF COMMITTEES.

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

(Continued on page 3420)

## PERSONAL SERVICES PAID BY VOUCHER FOR OCTOBER, 1983

| NAME               | ADDRESS           | DEPARTMENT         | TITLE                            | ACCOUNT | RATE                 | October 1983 |
|--------------------|-------------------|--------------------|----------------------------------|---------|----------------------|--------------|
| Eric Fraser        | 6165 N. Winthrop  | Consumer Services  | Professional Serv.               | 100     | \$ 11.40 P/H         | \$ 79.80     |
| Karolyn Kenny      | 1527 N. Massasolt | "                  | Jr. Clerk                        | "       | 740.00 P/M           | 705.85       |
| Christina H. King  | 3965 S. Ellis     | "                  | Asst. Manager                    | "       | 4.50 P/H             | 157.50       |
| Bonnie Marousek    | 6454 W. 64th      | "                  | Staff Asst.                      | "       | 77.60 P/D            | 1,629.60     |
| Gregg Minifield    | 5443 W. Ohio      | "                  | Special Asst. to<br>Commissioner | "       | 100.00 P/D           | 2,300.00     |
| Amos D. Myrick     | 2822 S. Calumet   | "                  | Market Manager                   | "       | 8.00 P/H             | 1,064.00     |
| Mary Nadile        | 6625 N. Oketo     | "                  | Receptionist                     | "       | 43.50 P/D            | 870.00       |
| Doris M. Ortiz     | 1719 N. Kimball   | "                  | Asst. Manager                    | "       | 4.50 P/H             | 667.13       |
| Cathy Anderson     | 5422 W. Agathe    | Fire               | Paramedic Officer                | "       | 406.50 Retro Active  | 406.50       |
| Richard Bendy      | 11539 S. Ave L    | "                  | Fireman                          | "       | 65,799.43 Settlement | 65,799.43    |
| Patrick Burns      | 9724 S. Oakley    | "                  | "                                | "       | 300.00 Settlement    | 300.00       |
| Michael Ceko       | 3618 W. 84th      | "                  | Paramedic Officer                | "       | 406.50 Retro Active  | 406.50       |
| Roger Fornell      | 6700 N. Octavia   | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| Carol Herhold      | 3607 W. 114       | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| Lawrence Herhold   | 3607 W. 114       | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| Thomas Howe        | 9931 S. Leavitt   | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| Lee Kowalski       | 3312 W. 111       | "                  | Fireman                          | "       | 23,940.60 Settlement | 23,940.60    |
| Michael McKittrick | 3502 W. 65        | "                  | "                                | "       | 300.00 Settlement    | 300.00       |
| Harry Nutter       | 3534 W. 66        | "                  | Paramedic Officer                | "       | 406.50 Retro Active  | 406.50       |
| James O'Shea       | 5351 Giddings     | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| William Pratt      | 856 W. Nelson     | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| Evelyne Schilliro  | 6106 N. Neva      | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| Jeffrey Silhan     | 10760 S. Hoyne    | "                  | "                                | "       | 406.50 Retro Active  | 406.50       |
| Thomas Strama      | 6036 S. Kildare   | "                  | Fireman                          | "       | 5,000.00 Settlement  | 5,000.00     |
| Roy Getachow       | 1205 W. Sherwin   | Health             | Emply Counselor                  | "       | 2,250.00 P/M         | 2,250.00     |
| Ernesto Sigmon     | 655 N. Austin     | "                  | Program Auditor II               | "       | 76.30 P/D            | 1,449.70     |
| Hyman Feldman      | 340 W. Diversey   | Mun. Investigation | Legal Advisor                    | "       | 4,146.00 P/M         | 4,146.00     |

(Continued from page 3418).

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COMMITTEE ON FINANCE

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Permission Granted Ceding City's Mortgage Revenue  
Bond Authority to Illinois Housing Development  
Authority for Remainder of 1983.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the allocation to the Illinois Housing Development Authority the balance of portion of the state ceiling for calendar year 1983 remaining after the reservation of \$10,000,000 for the issuance of the home improvement bonds.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--42.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Sections 7-85 through 7-98, inclusive, of the Municipal Code of Chicago, the City of Chicago, Illinois (the "City") is authorized to issue mortgage revenue bonds for the purpose of assisting homebuyers in the purchase, rehabilitation and improvement of residential housing; and

WHEREAS, The interest on such bonds is exempt from federal income taxes pursuant to Section 103A of the Internal Revenue Code of 1954, as amended (the "Tax Act") upon compliance with the provisions of the Tax Act; and

WHEREAS, Pursuant to the Illinois Housing Development Act, Chapter 67-1/2, Sections 301 *et seq.*, Illinois Revised Statutes, as amended (the "Act"), the Illinois Housing Development Authority (the "Authority") is authorized to issue mortgage revenue bonds for such purposes; and

WHEREAS, The Tax Act and Revenue Procedure 83-56 issued thereunder currently limit the aggregate principal amount of mortgage revenue bonds which may be issued by all issuers in the State of Illinois in calendar year 1983 to \$355,000,000 (the "State Ceiling"); and

WHEREAS, Pursuant to the Tax Act the Authority's portion of the 1983 State Ceiling is in the amount of approximately \$68,500,000; and

WHEREAS, The Authority has previously issued its Residential Mortgage Revenue Bonds, 1983 Series A in the aggregate principal amount of \$68,499,960; and

WHEREAS, The City has reserved the right to issue its Home Improvement Loan Revenue Bonds, 1983 Series A (FHA Title I Insured Loans) in the approximate aggregate principal amount of \$10,000,000 (the "Home Improvement Bonds"); and

WHEREAS, It has been determined to be in the best interests of the City and its residents for the City to participate in the issuance of mortgage revenue bonds by the Authority for the purpose of assisting homebuyers in the State of Illinois and the City of Chicago in financing the purchase of residential housing; and

WHEREAS, The Authority will pay all costs of issuance of such mortgage revenue bonds; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, Chapter 127, Sections 741 *et seq.*, Illinois Revised Statutes, as amended, permits municipalities and public bodies of the State of Illinois to contract with one another to perform any governmental service; and

WHEREAS, Section 14.1 of the Act allocates to the Authority that portion of the State Ceiling for any calendar year applicable to each other issuer in the State of Illinois which consents to such allocation in writing to the Authority and the Tax Act authorizes such allocation; and

WHEREAS, Section 14.1 of the Act has been amended by House Bill 1613 to enable the Authority to calculate the full amount of any portion of the State Ceiling allocated to it by the City on the basis of population; now, therefore,

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

SECTION 1. Consent to Allocation. The City hereby irrevocably consents to the allocation to the Authority of the balance of its portion of the State Ceiling for calendar year 1983 remaining after the reservation of \$10,000,000 for the issuance of the Home Improvement Bonds, such allocation to be in accordance with the terms and conditions of an agreement between the City and the Authority (the "Agreement") substantially in the form attached to this resolution as Exhibit A.

SECTION 2. Prohibition Against Further Issuance. The City shall not authorize or issue residential mortgage revenue bonds for owner-occupied housing during calendar year 1983 other than the Home Improvement Bonds unless the allocation to the Authority becomes null and void as provided in Section 1 above.

SECTION 3. Letter of Consent. Either the Mayor of the City or the City Comptroller is authorized and directed to transmit a letter to the Authority consenting to such allocation on behalf of the City as authorized by this ordinance.

SECTION 4. Further Authorizations. Any of the Mayor, the City Comptroller, the Commissioner of Housing or the Acting Commissioner of Housing is authorized and directed to make such other determinations and perform such other acts as may be necessary, useful or convenient to carry out the purposes of this ordinance.

SECTION 5. Execution of Agreement. Any of the Mayor, the City Comptroller, the Commissioner of Housing or the Acting Commissioner of Housing is authorized and directed to execute, and the City Clerk is authorized and directed to attest, the Agreement in substantially the form attached to this Ordinance as Exhibit A with such changes as shall be approved by the person executing the agreement, such execution constituting conclusive evidence of such approval.

SECTION 6. Effective Date. This ordinance shall be effective from and after its passage.

Agreement attached to this ordinance reads as follows:

This Agreement dated as of November \_\_, 1983 by and between the Illinois Housing Development Authority (the "Authority"), a body politic and corporate of the State of Illinois, and the City of Chicago (the "City"), a home rule municipality of the State of Illinois.

Whereas, Section 103A of the Internal Revenue Code of 1954, as amended (the "Tax Act") and Revenue Procedure 83-56 issued thereunder currently limit the aggregate principal amount of single-family mortgage revenue bonds which may be issued by all issuers in the State of Illinois in calendar year 1983 to \$355,000,000 (the "State Ceiling"); and

Whereas, the City intends to issue its Home Improvement Loan Revenue Bonds, 1983 Series A

(FHA Title I Insured Loans) in an aggregate principal amount up to \$10,000,000 (the "Home Improvement Bonds"); and

Whereas, the City intends to cede to the Authority the balance of the City's portion of the State Ceiling for calendar year 1983 remaining after the reservation of \$10,000,000 for the issuance of the Home Improvement Bonds; and

Whereas, the Authority intends to issue its Residential Mortgage Revenue Bonds, 1983 Series B (the "1983 Series B Bonds") in an amount to be determined and to use the proceeds therefore to purchase among other things, qualified single-family mortgage loans ("The Single Family Mortgage Program"); and

Whereas, the City and the Authority wish to cooperate in promoting home ownership in the City; and

Whereas, the Illinois Intergovernmental Cooperation Act, Chapter 127, Sections 741 *et seq.*, Illinois Revised Statutes, as amended, and the Illinois Housing Development Act, Chapter 67-1/2, Section 307.11, authorize the City and the Authority to enter into this Agreement; and

Whereas, the City and the Authority wish to set forth the terms of their agreement whereby the Authority will issue residential mortgage revenue bonds in part utilizing the allocation of the State Ceiling ceded by the City to the Authority, and whereby the Authority will assume all costs of issuance, which may approximate \$1,400,000.

Now Therefore, in consideration of the premises, of the mutual covenants herein contained, and of other good and valuable consideration, the parties hereto agree as follows:

Section 1. Ceding and Reservation by City. The City, pursuant to the Illinois Constitution and statutes shall, no later than December 1, 1983, by valid and binding ordinance of its City Council, irrevocably cede to the Authority all of its rights to issue residential mortgage revenue bonds in calendar year 1983 under the provisions of the Tax Act, except that the City shall reserve the right to issue in calendar year 1983 the Home Improvement Bonds.

Section 2. Sale of Bonds by Authority and Use of Proceeds. Subject to the ability of the Authority to sell the 1983 Series B Bonds in calendar year 1983 in sufficient amounts and at interest rates which, in the sole judgment of the Authority, are necessary to make its Residential Mortgage Revenue Bond Program feasible, the Authority shall set aside an amount from any such single family mortgage revenue bond sale to be disbursed for the purchase of qualified mortgages on property within the City of Chicago. The amount to be set aside and disbursed by the Authority for the purchase of qualified mortgages on property in the City of Chicago shall be not less than \$46 million of Lendable Proceeds if the amount of Bonds sold is equal to or greater than \$125,000,000, or not less than 40% of Lendable Proceeds if the amount of Bonds sold is less than \$125,000,000 (herein referred to as the "Lendable Proceeds-City").

Section 3. Contributions by the Authority. The Authority shall pay all costs of issuance in connection with the issue of the 1983 Series B Bonds, and the Authority shall assume all of the City's expenses in connection with such issuance but not to exceed \$10,000. The Authority shall provide the issuer's contribution in connection with issuance of the 1983 Series B Bonds by the Authority.

Section 4. Use of Lendable Proceeds-City. The Lendable Proceeds-City shall be disbursed by the Authority pursuant to its rules, regulations and policies in effect from time to time, provided that

a. 20% of the Lendable Proceeds-City shall be set aside for use in Targeted Areas as defined and required by the Tax Act.

b. \$10,000,000 of the Lendable Proceeds-City shall initially be set aside for use in connection with the purchase of mortgages designated by the City Department of Housing and/or for which the City is utilizing the proceeds of an Urban Development Action Grant to reduce the principal and interest obligations of the mortgagor. Subject to the provisions of the Tax Act, the Authority's

Single Family Mortgage Purchase Program II Rules (the "Rules") and the receipt of an approving opinion of the Authority's bond counsel, the terms and conditions of the 1983 Series B Bonds shall not prohibit the City from holding a second mortgage on any properties for which the proceeds of an Urban Development Action Grant are utilized. In the event that the \$10,000,000 is not disbursed for such purposes by September 30, 1985, this restriction of this subparagraph b shall terminate and the balance of the \$10,000,000 remaining shall be disbursed within the City by the Authority under the other provisions of Section 4: provided that the Authority may at the request of the Commissioner or Acting Commissioner of the City Department of Housing reduce the \$10,000,000 set aside in the event one or more of the Urban Development Action Grants are not obtained.

c. None of the Lendable Proceeds-City shall be used to make a mortgage loan in the City unless the participating financial institution has an office in the City. The allocation of the Lendable Proceeds-City to participating lenders shall be made by the Authority taking into account all Authority program criteria including those provided in the Rules, provided, however, that the Authority shall consider any special concerns raised by the City Department of Housing concerning allocation of the Lendable Proceeds-City.

d. The Authority shall require that each lender participating in the Residential Mortgage Revenue Program in making mortgage loans within the City shall not deny such loans to any person or persons or discriminate against such person or persons in fixing the amount, interest rate, duration or other terms and conditions of such mortgage loans on account of race, color, religion, age, sex, marital status, handicap or national origin, and shall otherwise be subject to all state and federal requirements with respect to non-discrimination in lending.

e. The Lendable Proceeds-City shall only be used to purchase mortgage loans made to a person or household with a maximum annual income of \$50,200.

Section 5. Reports and Information. The Authority shall furnish to the City monthly reports as to mortgage origination and lender participation within the City and such other or additional information as the Commissioner or Acting Commissioner of the Department of Housing may reasonably request.

**Section 6. Authorizing Legislation.** This Agreement is contingent upon legislation becoming effective by December 1, 1983 which will enable the parties to effectuate this Agreement and will authorize a determination of the City's allotment of the State Ceiling on the basis of population.

**Section 7. Opinion of Bond Counsel.** This Agreement is contingent upon the receipt of an opinion of bond counsel as to the validity and tax exempt status of the 1983 Series B Bonds.

**Section 8. Entire Agreement.** This Agreement and the ordinance referred to herein contains the entire agreement between the parties hereto and shall be governed by, and interpreted under, the laws of the State of Illinois.

**Section 9. Notices.** Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto:

**The City:** City of Chicago  
Department of Finance  
Room 501 City Hall  
Chicago, Illinois 60602  
Attn: City Comptroller

The Authority: Illinois Housing Development Authority  
130 East Randolph Street Room 510  
Chicago, Illinois 60601  
Attn: Director

In Witness Whereof, the parties hereto have each caused this Agreement to be executed by their duly authorized officers, each as of the date first above written.

[Signature forms omitted for printing purposes.]

**Transfer of Funds Authorized from Working Cash  
Fund to General Corporate 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. In order to provide monies with which to meet ordinary and necessary disbursements for general corporate purposes, the City Treasurer is hereby directed to transfer from the Working Cash Fund to the General Corporate Fund the total sum of \$32,008,240 in anticipation of the collection for all Illinois Personal Property Tax Replacement Tax Revenues allocated to the General Corporate Fund of the City for the year 1983, which sum is \$22,247,834, and in anticipation of the receipt of \$9,760,406 of property tax revenue appropriated for the General Corporate Fund for the year 1983.

SECTION 2. It is hereby declared that: (i) the entire amount of Illinois Personal Property Tax Replacement Tax Revenue which it is estimated will be received for general corporate purposes of the City of Chicago for the year 1983, in anticipation of the collection of which the foregoing transfer is to be made and from which the Working Cash Fund is to be reimbursed, is \$22,247,834 (after deducting the amount of \$33,752,166 for debt service and pension obligations); (ii) the aggregate amount of tax anticipation warrants or notes heretofore issued in anticipation of the collection of such revenue is zero; and (iii) the aggregate amount of money heretofore transferred from the Working Cash Fund to the General Corporate Fund in anticipation of the collection of such tax is zero.

SECTION 3. It is hereby declared that: (i) the entire amount of property tax estimated to be received for general corporate purposes for 1983, in anticipation of the collection of \$9,760,406 of which the foregoing transfer is to be made, is \$108,635,277; (ii) the aggregate amount of tax anticipation warrants or notes heretofore issued in anticipation of the collection of such tax and the amount of the interest accrued and estimated to accrue thereon is \$83,894,850, and (iii) the amount of money heretofore transferred from the Working Cash Fund to the General Corporate Fund in anticipation of the collection of such tax is zero.

SECTION 4. 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, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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

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**Supplemental Ordinance Authorized Concerning Industrial Revenue  
Bond for Project by John O. Butler Company.**

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

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is a municipal corporation and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois, and is authorized and empowered by the provisions of Article VII, Section 6, of the 1970 Constitution of the State of Illinois to finance "industrial development projects" within the meaning of Chapter 15.2 of the Municipal Code of the City of Chicago; and

WHEREAS, The Issuer has issued and sold its \$5,500,000 principal amount Industrial Development Revenue Bond (John O. Butler Company Project), Series 1981 (the "Series 1981 Bond"), for the purpose of financing the acquisition, construction, remodeling, rehabilitation, repair and equipping of a facility for the manufacture and packaging of dental products (the "Project"), and said Series 1981 Bond has been issued under, secured by and contains such terms and provisions as are set forth in an ordinance of the Issuer dated November 13, 1981 (the "Original Ordinance"); and

WHEREAS, As a result of negotiations between American National Bank and Trust Company of Chicago, Chicago, Illinois, the owner of the Series 1981 Bond (the "Bond Owner"), and John O. Butler Company, a Delaware corporation (the "Borrower"), the Borrower and the Bond Owner have requested that the Issuer supplement the Original Ordinance in order to remove certain limitations on the calculation of interest on the Series 1981 Bond; and

WHEREAS, The Borrower and the Bond Owner have each consented in writing to the adoption of this Ordinance (the "Supplemental Ordinance"); and

WHEREAS, The Issuer deems it desirable to supplement the provisions of Section 4 of the Original Ordinance; and

WHEREAS, Section 20 of the Original Ordinance provides for the modification of the Original Ordinance by the adoption of a supplemental ordinance; now, therefore,

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

SECTION 1. Pursuant to Section 20 of the Original Ordinance, the Issuer hereby supplements and modifies the Original Ordinance. Notwithstanding the provisions of the third paragraph of Section 4 of the Original Ordinance, interest on the Series 1981 Bond from and after the date of the adoption of this Supplemental Ordinance shall be computed at a rate equal to 65% of the Prime Rate as provided in the Original Ordinance, but shall not be limited by the minimum and maximum rates of interest described in said third paragraph of Section 4.

SECTION 2. The City Clerk of the Issuer is hereby directed to send a certified copy of this Supplemental Ordinance to the Bond Owner, the Borrower and American National Bank and Trust Company of Chicago, Chicago, Illinois, as the fiscal agent under that certain Fiscal Agent Agreement dated as of November 1, 1981, and executed by the Issuer in connection with the issuance of the Series 1981 Bond.

SECTION 3. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this ordinance shall take effect and be in full force immediately upon its adoption.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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**Execution of Redevelopment Agreement Authorized Between City and  
Madison Street Partnership for Expansion of Facilities  
Located at Nos. 832-856 W. Madison St.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement between City of Chicago and the Madison Street Partnership for the purchase of capital equipment to be leased

to Hydro Aire, Inc. for use in a new facility located at Nos. 832-856 West Madison Street.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed August 10, 1983, 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 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-17-0141 which provides for a loan of grant funds to Madison Street Partnership in the amount of \$350,000 for the purchase of capital equipment as part of an expansion of business program by Hydro Aire, Inc., which will create expanded employment in the Near West Side Community; 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 of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$350,000 of Urban Development Action Grant funds to Madison Street Partnership for the purpose of purchasing capital equipment to be installed and used at the facility located at 832-856 West Madison Street in the Near West Side Community of the City of Chicago; and which Redevelopment Agreement obligates Madison Street Partnership to purchase the aforesaid capital equipment as part of the rehabilitation and expansion of the facilities by expending approximately \$1,275,000 in private funds; and further obligates Madison Street Partnership to use its best efforts to create 36 new, permanent job opportunities as represented in the original application for funds to said United States Department of Housing and Urban Development.

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, said Redevelopment Agreement being in substantially the form of Exhibit A attached hereto.

SECTION 2. Funds in the amount of \$350,000 received from UDAG Grant No. 8-83-AA-17-0141 are hereby appropriated for the purposes set forth in the aforesaid Redevelopment Agreement upon full execution thereof.

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

[Redevelopment Agreement and Exhibits "A", "B", "C" and "D"  
attached to this ordinance printed on pages 3428  
thru 3437 of this Journal.]

**Execution of Redevelopment Agreement and Cooperative Agreement  
Authorized Between City, Helix Limited, and LaSalle  
National Bank, as Trustee, for Project Located at  
No. 310 S. Racine 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 cooperative agreement between the City of Chicago, Helix Limited and LaSalle National Bank, as Trustee for Seller for land write-down assistance for a project to be operated by Helix Limited, at No. 310 S. Racine Avenue.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development, and pursuant to Resolution dated September 14, 1983, has approved a redevelopment project for the use of Helix Ltd., a Delaware Corporation, which obligates the City of Chicago to assist the Helix Ltd. in the acquisition of a redevelopment project tract, and which obligates Helix Ltd. 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 forty-eight (48) persons within thirty-six (36) months of closing, and

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

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to execute on behalf of the City of Chicago, upon the approval of the Corporation Counsel as to form and legality which will obligate the City of Chicago to assist Helix Ltd. in the acquisition of a parcel of land consisting of approximately 42,260 square feet located at 310 South Racine in the City of Chicago, and legally described as follows:

[Exhibit I attached to this ordinance printed on page of 3438 this Journal.]

And which will obligate Helix Ltd. 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 Million Six Hundred Thirty-five Thousand Dollars (\$1,635,000), 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:

(Continued on page 3439)

## EXHIBIT A

REDEVELOPMENT AGREEMENT

AGREEMENT, made in Chicago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 1983, between the CITY OF CHICAGO, ILLINOIS (the "City") by and through its Department of Economic Development, having its offices at Room 2800, 20 North Clark Street, Chicago, Illinois 60602; and Madison Street Partnership, an Illinois limited partnership ("Borrower") having its principal offices at 5239 West Diversey, Chicago, Illinois 60639.

W I T N E S S E T H:

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

WHEREAS, it is the intention of Borrower to purchase capital machinery and equipment for a new industrial facility to be constructed by Borrower at 832-856 West Madison Street, Chicago, Illinois, and leased to HydroAire, Inc., which will allow HydroAire, Inc. to maintain current employment positions and create additional employment opportunities;

WHEREAS, the Department of Economic Development of the City of Chicago has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the purchase by Borrower of said capital machinery and equipment;

WHEREAS, in response to said application the United States Department of Housing and Urban Development has approved UDAG Grant No. B-83-AA-17-0141 (the "UDAG Grant") which provides that \$350,000 may be lent by the City to Borrower for the above purposes; and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I. DEFINITIONS.

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

1.1. "Property" shall mean the land located at 832-856 West Madison Street, Chicago, Illinois.

1.2. "Lender" shall mean Allied Bank Southwest Freeway of Houston, Texas.

1.3. "UDAG Equipment" shall mean capital machinery and equipment purchased by Borrower with the proceeds of the Loan (as hereinafter defined).

1.4. "UDAG Grant Agreement" shall mean the Agreement Numbered B-83-AA-17-0141 and dated \_\_\_\_\_, 1983 between the Secretary of Housing and Urban Development and the City.

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SECTION II. CONSIDERATION.

In consideration of the City and Borrower entering into and executing this Redevelopment Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City and Borrower agree as hereinafter set forth.

SECTION III. LOAN.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

SECTION IV. BORROWER'S COVENANTS.

4.1. Borrower shall proceed diligently to carry out the redevelopment pursuant to Exhibit A.

4.2. Borrower shall use its best efforts to cause HydroAire, Inc. to add to its present work force within 48 months after the date of preliminary approval of the UDAG Grant Agreement, 36 permanent jobs, of which 29 will be for low and moderate income persons, 3 will be for CETA-eligible persons, and 14 will be for minority persons.

4.3. Borrower shall provide the evidence of private financing set forth in Exhibit D attached hereto and made a part hereof.

4.4. Borrower shall abide by all terms and conditions of Articles III, IX and X and Exhibits E and F of the UDAG Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

SECTION V. INSPECTION AND REVIEW.

5.1. Books and Records. Borrower shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the UDAG Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary of the United States Department of Housing and Urban Development (the "Secretary") or the Comptroller General of the United States.

5.2. Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Redevelopment Project.

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5.3. Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the UDAG Grant and until the final settlement and conclusion of all issues arising out of the UDAG Grant.

SECTION VI. NO ASSIGNMENT OR SUCCESSION.

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

SECTION VII. HOUSING AND URBAN DEVELOPMENT APPROVAL.

During the term of this Redevelopment Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material" for purposes of this Section shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Lender or HydroAire, Inc. by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

SECTION VIII. DISCLAIMER OF RELATIONSHIP.

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

SECTION IX. TIME OF THE ESSENCE.

Time is of the essence of this Redevelopment Agreement.

SECTION X. CERTIFICATE OF COMPLETION.

Promptly after completion by Borrower of each portion of the Redevelopment Project described above, the City will furnish Borrower with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Redevelopment Agreement with respect to the obligations of Borrower and its successors and assigns to undertake the Redevelopment Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Borrower, the City shall within thirty (30) days thereafter, provide Borrower with a written statement indicating in adequate detail how Borrower has failed to complete the construction or rehabilitation of the improvements in conformity with this Redevelopment Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Borrower to make or perform in order to obtain such certification.

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SECTION XI. RESTRICTIONS ON USE.

During the term of the Loan, Borrower shall devote the Property solely for purposes of conducting Borrower's and HydroAire, Inc.'s business.

SECTION XII. OTHER SECURITY INTERESTS.

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

12.2. Notwithstanding any of the provisions of this Redevelopment Agreement, the holder of any security interest authorized by this Redevelopment Agreement (including any holder who obtains title to the UDAG Equipment or any part thereof, but not including (a) any other party who thereafter obtains title to the UDAG Equipment from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Redevelopment Agreement to complete the obligations of Borrower set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the UDAG Equipment to any use, or to construct any improvements on the Property.

SECTION XIII. DELAY IN PERFORMANCE.

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

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

SECTION XIV. CONFLICT OF INTEREST.

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 Redevelopment Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

SECTION XV. LIMITATION OF LIABILITY.

Borrower expressly agrees that no member, official, employee or agent of City shall be individually or personally liable to

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Borrower, its successors or assigns in the event of any default or breach by the City under this Redevelopment Agreement.

SECTION XVI. EQUAL EMPLOYMENT OPPORTUNITY.

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

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

16.2. Borrower will, in all solicitations of, 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.

16.3. Borrower will include the provisions of subsections 16.1 and 16.2 of this Section XVI 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.

16.4. 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.

16.5. Notwithstanding anything herein to the contrary, any Borrower contract for the purchase of UDAG Equipment shall not be subject to the provisions of this Section XVI.

SECTION XVII. ADDITIONAL PROVISIONS.

17.1. Any signs erected regarding the Project shall be consistent with criteria set by the United States Department of Housing and Urban Development.

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

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

Attention: Corporation Counsel

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If to Borrower: Madison Street Partnership  
5239 West Diversey  
Chicago, Illinois 60639

Attention: George Harris

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

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

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

IN WITNESS WHEREOF, the City of Chicago and Borrower have caused this Redevelopment Agreement to be duly executed and delivered as of the date first above written.

CITY OF CHICAGO

By: \_\_\_\_\_

Acting Commissioner of the  
Department of Economic  
Development of the City  
of Chicago

Reviewed as to form and  
legality.

\_\_\_\_\_  
Assistant Corporation Counsel

MADISON STREET PARTNERSHIP

By: \_\_\_\_\_

General Partner

EXHIBIT A

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Redevelopment Agreement:

a. The City shall sell Borrower the Property, consisting of at least 50,345 square feet of land located at 832-856 West Madison Street, Chicago, Illinois, for a price of not less than \$176,209.

b. The City shall lend Borrower \$350,000 of the UDAG Grant funds to purchase capital machinery and equipment for new industrial facilities to be constructed by Borrower on the Property.

c. The City shall issue and sell at least \$1,125,000 of industrial development revenue bonds to benefit Borrower.

d. The City shall spend not more than \$15,000 of UDAG Grant funds for administrative purposes.

2. Borrower agrees to do the following things, some of which may have been accomplished prior to the date of this Redevelopment Agreement:

a. Borrower shall purchase the Property from the City for a price of not less than \$176,209.

b. Borrower shall construct a new industrial facility on the Property containing an approximately 12,000 square foot crane bay, an approximately 6,000 square foot shop area, and an approximately 8,000 square office area, and equip such facility at a total cost of not less than \$1,448,791.

c. Borrower shall cause HydroAire, Inc. to move its existing capital machinery and equipment into said new facility.

d. Borrower shall borrow not more than \$350,000 of UDAG Grant funds from the City for the purchase of capital machinery and equipment in connection with the equipping of said new facility.

e. Borrower shall arrange for the Lender to purchase at least \$1,125,000 of industrial development revenue bonds issued by the City, and the proceeds thereof shall be made available to Borrower.

f. Borrower shall provide at least \$150,000 of cash equity.

g. Borrower shall lease said new facility and said capital machinery and equipment to HydroAire, Inc.

h. HydroAire, Inc. shall guarantee repayment of the Loan.

3. All of the aforesaid activities are for and in connection with the HydroAire, Inc. project located at 832-856 West Madison Street, Chicago, Illinois as the same is more particularly described in the City's application for the UDAG Grant.

EXHIBIT B

The principal amount of the Loan shall be \$350,000 and the term shall be 15 years. The principal balance from time to time shall bear interest at the rate of 1% per annum for the first 5 years of the term and 6% per annum thereafter: All or any portion of the principal balance may be prepaid at any time and from time to time without premium or penalty. Interest only shall be payable monthly during the first 3 months of the term. From the 4th through the 60th month of the term, level principal and interest payments shall be made monthly on the basis of a 177-month amortization of \$350,000 at 1% per annum interest, and from the 61st through the 180th month of the term, level principal and interest payments shall be made monthly to fully amortize the principal balance over the remaining portion of the term at 6% per annum interest.

No disbursements of UDAG Grant funds shall be made by the City to Borrower until such time as Borrower has certified to the City and the United States Department of Housing and Urban Development that Borrower has sufficient funds on hand or immediately available to it to complete the Redevelopment Plan as described herein, and has identified the source of such funds, and until such time as Borrower has furnished the City with a Promissory Note in the full amount of the Loan and in form acceptable to counsel for the City, and Illinois forms UCC-1 executed for filing to perfect a first lien position in favor of the City on all UDAG Equipment under Article IX of the Uniform Commercial Code. Upon the completion of the foregoing, UDAG Grant funds shall be drawn and disbursed on the following basis:

a. Draw requests for Loan proceeds shall be made on a monthly basis, certified and approved by the general partner of Borrower or such other certifying official as may be approved by Borrower and the City. Such requests shall state the amount of the draw, the name of the person or persons to whom checks shall be payable to pay for or to reimburse for the prior payment of the purchase price of UDAG Equipment which is described in the request, and that the UDAG Equipment for which payment or reimbursement is requested has been delivered to Borrower and has been accepted by Borrower.

b. Disbursements shall be paid out of UDAG Grant funds by the City upon receipt by the City of and in accordance with draw requests meeting the foregoing requirements.

The entire principal balance of the Promissory Note and all accrued but unpaid interest thereon shall become immediately due and payable prior to the maturity thereof at the option of the City upon a failure by Borrower to make a payment thereunder when due after written notice of such failure by the City to Borrower, or upon (i) the bankruptcy, dissolution or liquidation of Borrower, (ii) the sale or other disposition of the Property by Borrower without the prior written consent of the City, or (iii) a default by Borrower in any of its obligations hereunder which is not remedied by Borrower within sixty (60) days after written notice thereof by the City to Borrower.

EXHIBIT C

The Loan shall be secured by a first lien interest in favor of the City on all UDAG Equipment, which security interest shall be perfected by filing of appropriate financing statements in accordance with the Uniform Commercial Code.

As further collateral security, Borrower shall collaterally assign to the City Borrower's rights, title and interest as lessor, including without limitation all rights to receive rent, under all leases of the UDAG Equipment to HydroAire, Inc.

As further collateral security, Borrower shall provide a first lien interest in favor of the City on machinery and equipment owned by Borrower or HydroAire, Inc. and having an appraised in-place value at the time such lien interest is granted of not less than \$70,000, based upon the written appraisal of a reputable independent machinery dealer.

In addition, HydroAire, Inc. shall unconditionally and irrevocably guarantee to the City the prompt payment of principal of and interest on the Loan.

Upon advance written notice to the City, Borrower may sell or otherwise dispose of UDAG Equipment which has become damaged, obsolete or otherwise no longer useful in the business of HydroAire, Inc. and in such case the City shall release its security interest in said UDAG Equipment being sold or otherwise disposed of, including the filing of appropriate termination statements under the Uniform Commercial Code, provided that Borrower either makes a principal prepayment of the Loan in the amount of the proceeds of any such sale or other disposition or provides or causes to be provided to the City substitute collateral with a value and in a form which is reasonably satisfactory to the City.

EXHIBIT DEvidence of Private Financing

In addition to the Loan of \$350,000 pursuant to this Redevelopment Agreement, Borrower shall furnish the City with evidence reasonably acceptable to the City that Lender has purchased or has irrevocably committed to purchase industrial development revenue bonds in the aggregate principal amount of \$1,125,000, the proceeds of which will be used for the construction by Borrower of the new industrial facility on the Property. Borrower shall also furnish to the City evidence reasonably satisfactory to the City that it has invested in the Property or has irrevocably available to it equity funds in an amount not less than \$150,000 to be applied or which has previously been applied to the purchase of the Property.

EXHIBIT "I"

## Parcel 1:

Lots 1, 2, 3 and the North Half (N 1/2) of Lot 4 in S. Lockwood Brown's Subdivision of the North Half (N 1/2) of Block Twenty Three (23) of Canal Trustee's Subdivision of the West Half (W 1/2) and the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Seventeen (17), Township Thirty Nine (39) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 2:

Lots 1, 2, 3, 4, 5 and 6 in Pigot & Bridge's Subdivision of the South Half (S 1/2) of Lot 4 and all of Lots 5, 6 and 7 in S. Lockwood Brown's Subdivision of the North Half (N 1/2) of Block Twenty Three (23) of Canal Trustee's Subdivision of the West Half (W 1/2) of the North East Quarter (NE 1/4) of Section Seventeen (17), Township Thirty Nine (39) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 3:

Lots 8, 9, 10, 11 and 12 in S. Lockwood Brown's Subdivision of the North Half (N 1/2) of Block Twenty Three (23) of Canal Trustee's Subdivision of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Seventeen (17), Township Thirty Nine (39) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

(Continued from page 3427)

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 Helix Limited, (Buyer), hereinafter referred to as Helix, a Delaware corporation, having its office at 325 W. Huron, Chicago, Illinois 60610.

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 September 14, 1983 approved a Cooperative Redevelopment Agreement with LaSalle National Bank, (Seller), hereinafter referred to as LaSalle, as Trustee of Trust No. 103403 for the development of a parcel of land consisting of approximately 42,260 sq. ft. located at 310 S. Racine St., Chicago, Illinois, in the City and legally described in Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, the DED is in receipt of a copy of a Sale and Purchase Agreement dated 6/30/83 by and between LaSalle as Seller and Helix as Purchaser ("Sale Agreement"), which grants to Helix the right to purchase the Redevelopment Parcel for LaSalle; and

Whereas, it is the intention of the City to operate in the acquisition of the Redevelopment Parcel and sale to Helix which will require an expenditure by the DED in the amount of approximately \$21,130.00 in acquisition costs (at a price of \$.50 per square foot to be adjusted by a survey at closing); and

Whereas, the City and LaSalle have executed an Agreement on this date which obligates LaSalle to execute any and all documents necessary in order to convey to Helix good and merchantable title to the Redevelopment Parcel described fully in Exhibit I for the sum of approximately \$1,343,870 to be paid by Helix, plus a sum of approximately \$21,130.00 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), at the closing to LaSalle; 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 Helix's executing this Redevelopment Agreement and agreeing to be bound by its terms, to pay the sum of approximately \$21,130.00 (at a price of \$.50 per square foot to be adjusted as per the survey at closing), to LaSalle to assist Helix 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.

Helix shall renovate building on the Redevelopment Parcel for its use as a combined manufacturing, processing, distribution, retail and office facility of approximately 176,000 square feet costing approximately \$1,635,000, exclusive of equipment and machinery. Any plans and specifications for renovation or rehabilitation of the Property shall be in conformity with all applicable State and local laws and regulations. The Property shall be used in accordance with applicable zoning laws.

#### Section III. Conveyance of Property.

(a) Conveyance of the Property shall be accomplished through an escrow to be established by the parties hereto with Chicago Title & Trust Co.

(b) Helix 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 12/31/83.

#### Section IV. Evidence of Financing.

Helix shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the Redevelopment Plan as provided in Section II hereof not later than 12/31/83, or 90 days from the execution of this agreement, whichever is earlier.

#### 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. Helix agrees, subject to Section XI hereof, for itself, its successor and assigns, and every successor in interest to the Property, 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 improvement 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 Helix 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 Helix 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 Helix 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 Helix provide Helix with a written statement indicating in adequate detail how Helix 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 Helix to take or perform in order to obtain the certificate subject to the provisions of Section XIII A hereof.

#### Section VIII. Restriction on Use.

Helix 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 and state 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 Property.

Helix 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 Helix may mortgage said premises as provided in Section X.

#### Section X. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section II, as certified by the City, neither Helix 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 Helix for the Property, and (c) funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges, etc., in connection with the purchase of the Redevelopment Parcel and the construction and equipping of such improvements.

#### Section XI. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgages 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 construction or completion; nor shall any covenant or any other provision be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Redevelopment Parcel or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

#### Section XII. Enforced Delay in Performance.

Neither the City nor Helix 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 Property, Helix assigns or attempts to assign this Agreement or any rights here-under or fails to pay the purchase price and take title to the Property upon tender of conveyance by LaSalle in conformance with the Sale Agreement and this Agreement, then this Agreement and rights of Helix in this Agreement, at the option of the City shall be terminated by the City. In the event that LaSalle does not tender conveyance, or possession of the Property as provided in this Agreement and the Sale Agreement, then this Agreement, at the option of Helix shall be terminated.

C. Subsequent to Conveyances. In the event that Helix 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 Helix 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 Helix 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 of delivery of funds to Helix made under this Agreement to the day of the return of such funds by Helix to the City.

D. No Waiver of Delay. Except as otherwise set forth herein, any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of the concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by Helix under this Section to 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 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 effects 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 Helix 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 Helix or its successors or on any obligations under the terms of this Agreement.

#### Section XV. Equal Employment Opportunity.

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

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

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

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

#### Section XVI. Employment.

Helix will use its best efforts to increase its total employment to approximately 189 employees at the project locations 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 Helix has signed and sealed the same on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 1983.

[Signature forms omitted for printing purposes.]

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 Co-operative Redevelopment Agreement which will obligate the City of Chicago to execute with Helix Ltd. a Redevelopment Agreement in such form and for such consideration that they may mutually agree to obligate Helix Ltd. 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 document with LaSalle National Bank, as Trustee Under Trust No. 103403, in order to cause it to convey to Helix Ltd. good and merchantable title to the Redevelopment parcel, said Co-operative Redevelopment Agreement being in substantially the following form:

This Agreement, made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 1983, between the City of Chicago, by and through the Department of Economic Development ("DED") of the City of Chicago, Illinois ("City") and LaSalle National Bank, as Trustee under Trust No. 103403, hereinafter referred to as LaSalle, having its offices at 135 S. LaSalle St., Chicago, Illinois 60603.

#### WITNESSETH:

Whereas, the DED was established on February 10, 1982, by Ordinance of the 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 September 14, 1983 approved a cooperative redevelopment project agreement with LaSalle for the redevelopment of a parcel of land consisting of approximately 42,260 sq. ft. located at 310 S. Racine, Chicago, Ill., thereon in the City of Chicago and legally described on Exhibit I attached hereto (the "Redevelopment Parcel"); and

Whereas, it is the intention of the DED to cooperate in the acquisition of the Redevelopment Parcel by and sale to Helix Limited, hereinafter called Helix, which will require an expenditure by the DED in an amount of approximately \$21,130.00 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 Helix to purchase the Redevelopment Parcel from LaSalle for the approximate sum, net of the expenditure by the DED, of \$1,343,870; 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 an consideration of the following mutual covenants and promises:

1. LaSalle agrees to perform the following:

a. Use its reasonable efforts to have Helix execute with the City a Redevelopment Agreement in such form and for such consideration as they may mutually agree to obligate Helix to prepare the Redevelopment Parcel for use as a combined manufacturing, processing, distribution, retail and office facility of approximately 176,000 square feet at a cost of approximately \$1,635,000 exclusive of equipment and machinery, which it is anticipated by Helix, will result in the employment within the ensuing thirty-six (36) months of approximately 48 additional persons.

b. Execute the necessary documents in order to convey to Helix 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 310 S. Racine, Chicago, Ill., 60607, in the City, as fully described in Exhibit I hereto attached, comprising approximately 42,260 sq. ft. for a sum of approximately \$21,130.00 (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 \$1,343,870 to be paid by Helix, all of which is to be paid into escrow at closing for the benefit of LaSalle; provided, however, that neither the City nor Helix shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed and LaSalle has been paid the total price of approximately \$1,356,000.00.

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

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

a. Execute with Helix a Redevelopment Agreement in such form and for such consideration they may mutually agree to obligate Helix to prepare the Redevelopment Parcel for use as a combined manufacturing, processing, distribution retail and office facility of approximately 176,000 square feet at a cost of approximately \$1,635,000.00 exclusive of equipment and machinery, which, it is anticipated by Helix, will result in the employment within thirty-six (36) months of closing of approximately 48 additional persons.

b. Execute the necessary documents with LaSalle in order to cause it to convey to Helix 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 310 S. Racine, Chicago, Ill., 60607 in the City as fully described in Exhibit I hereto attached, comprising approximately 42,260 sq. ft. for the sum of approximately \$1,343,870.00 plus a sum of approximately \$12,130.00 (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, all of which is to be paid into escrow at a closing for the benefit of LaSalle; provided, however, that neither the City nor Helix shall have any legal or equitable interest in the Redevelopment Parcel until the sale has closed, and LaSalle has been paid the total price of approximately \$1,365,000.00.

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

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

4. The aforesaid agreements between the City and LaSalle 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 Helix in such form as they may agree which will obligate Helix to prepare the Redevelopment Parcel for use as a combined manufacturing, processing, distribution, retail and office facility of approximately 176,000 square feet, costing approximately \$1,635,000.00 exclusive of equipment and machinery, which is anticipated by Helix to result in the employment of approximately 48 additional persons (189 total) within thirty-six (36) months of closing.

5. It is hereby agreed between the parties that upon due performance by LaSalle of its obligations set forth in Paragraph 1 above, LaSalle 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.]

SECTION 3. That this ordinance shall be approved upon passage thereof.

**Execution and First Amendment to Loan Agreement Authorized  
for Industrial Revenue Bond Issued to EnBrco, Inc.**

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

WHEREAS, The City of Chicago (the "Issuer") is a home rule unit of local government under Article VII, Section 6(a) of the 1970 Illinois Constitution and is authorized pursuant to the provisions of Chapter 15.2 of the Municipal Code of the Issuer (the "Enabling Ordinance") to issue its revenue bonds to finance industrial development projects; and

WHEREAS, Pursuant to the authority of the Enabling Ordinance and an ordinance adopted by the City Council of the Issuer on August 19, 1981 as amended and supplemented by an ordinance adopted by the City Council of the Issuer on October 6, 1981 (collectively, the "Bond Ordinance"), the Issuer issued \$1,368,000 in aggregate principal amount of its Industrial Development Revenue Bonds, Series 1981 (EnBrco, Inc. Project) (the "Bonds") pursuant to the provisions of that certain Trust Indenture dated as of September 1, 1981, by and between the Issuer and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"); and

WHEREAS, Proceeds of the Bonds were lent to EnBrco, Inc., a Delaware Corporation ("EnBrco") pursuant to the provisions of that certain Loan Agreement dated as of September 1, 1981 (the "Loan Agreement"), by and between the Issuer and EnBrco for the purpose of financing the cost of acquiring or improving certain real property located within the limits of the City of Chicago, together with the buildings, improvements, machinery, equipment and related property thereon, as more fully described in the Loan Agreement; and

WHEREAS, The repayment of the Bonds is further secured by a Letter of Credit (the "Letter of Credit") from The First National Bank of Boston, Boston, Massachusetts (the "Credit Bank") in an amount as prescribed in the Loan Agreement; and

WHEREAS, The Loan Agreement provides for certain reductions in the Required Stated Amount (as defined in the Loan Agreement) of the Letter of Credit upon payment of principal amounts of the Bonds of EnBrco; and

WHEREAS, The Loan Agreement does not provide for reductions in the event that all monies held by the Trustee in the Acquisition Fund (as defined in the Loan Agreement) have not been disbursed prior to such payments of principal amounts of the Bonds; and

WHEREAS, The parties hereto wish to amend the Loan Agreement to permit EnBrco to receive credit for such payments of principal of the Bonds by amending the definition of the Required Stated Amount therein, such amendment to be in accordance with the First Amendment to Loan Agreement dated as of August 1, 1983, by and between the Issuer and EnBrco (the "First Amendment to Loan Agreement") in substantially the form attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, The Trustee, the Credit Bank and the owners of 100% of the aggregate principal amount of the Bonds outstanding have consented to the form and provisions of the First Amendment to the Loan Agreement; now, therefore,

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

SECTION 1. The forms, terms and provisions of the First Amendment to Loan Agreement are hereby in all respects approved and the Mayor and the City Clerk are hereby authorized, empowered and directed to execute and deliver the First Amendment to Loan Agreement in the name and on behalf of the Issuer. The First Amendment to Loan Agreement, as executed and delivered, shall be in substantially the following form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the First Amendment to Loan Agreement now before this meeting; and from and after the execution and delivery of the First Amendment to Loan Agreement the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this ordinance and to comply with and make effective the provisions of the First Amendment to Loan Agreement as executed. The Mayor and the City Clerk of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates, financing statements and other instruments that may be required for the carrying out of the authority conferred by this ordinance and by the First Amendment to Loan Agreement or to evidence said authority and its exercise.

SECTION 2. All other provisions of the Bond Ordinance are hereby reconfirmed as though made on the date hereof and are still in effect on the date hereof.

SECTION 3. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 4. All ordinances, orders, and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed and this ordinance shall take effect and be in full force immediately upon its adoption.

[First Amendment to Loan Agreement printed on pages  
3448 thru 3458 of this Journal.]

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--43.

*Nays*--None.

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

**Authority Granted for Filing of U.D.A.G. Application  
for River House Associates Project.**

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

WHEREAS, The City of Chicago has prepared an application for an Urban Development Action Grant Program under the Housing and Community Development Act of 1974 in a total amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in order to leverage private funds in the amount of Six Million One Hundred, Ninety-eight Thousand, and Seventy-five Dollars (\$6,198,075.00) for the construction of a nine story commercial/residential structure on the North Branch of the Chicago River in the West Town area. Said project will, upon completion, provide an estimated one hundred and twenty-seven (127) new employment opportunities, all in addition to the temporary/construction jobs generated during the construction phase; and

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

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

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

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

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

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

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

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

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--43.

*Nays*--None.

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

(Continued on page 3459)

THIS FIRST AMENDMENT TO LOAN AGREEMENT dated as of August 1, 1983, by and between the CITY OF CHICAGO, ILLINOIS, a municipal corporation duly organized and validly existing under the laws of the State of Illinois (the "Issuer"), and ENBRCO, INC., a corporation duly organized, validly existing in and in good standing under the laws of the State of Delaware and authorized to do business as a foreign corporation in and in good standing under the laws of the State of Illinois (the "Company");

WITNESSETH:

WHEREAS, on December 31, 1981, the Issuer issued its Industrial Development Revenue Bonds, Series 1981 (EnBrco, Inc., Project) in the aggregate principal amount of \$1,368,000 for the purpose of financing the cost of acquiring or improving certain real property located within the limits of the City of Chicago, together with the buildings, improvements, machinery, equipment and related property thereon, as more fully described in that certain Loan Agreement dated as of September 1, 1981 (the "Original Loan Agreement"), by and between the Issuer and the Company; and

WHEREAS, to secure the repayment of such loan by the Company pursuant to the Original Loan Agreement, the Company caused to be delivered to Continental Illinois National Bank and Trust Company of Chicago, as trustee (the "Trustee") under that certain Trust Indenture dated as of September 1, 1981, by and between the Issuer and the Trustee, a Letter of Credit (as defined in the Original Loan Agreement); and

WHEREAS, the Original Loan Agreement provides for certain reductions in the Required Stated Amount (as defined in the Original Loan Agreement) of the Letter of Credit upon payment of principal amounts of the Bonds by the Company; and

WHEREAS, the Original Loan Agreement does not provide for reductions in the event that all monies held by the Trustee in the Acquisition Fund (as defined in the Original Loan Agreement) have not been disbursed prior to such payments of principal amounts of the Bonds; and

WHEREAS, the parties hereto wish to amend the Original Loan Agreement to permit the Company to receive credit for such payments of principal of the Bonds by amending the definition of the Required Stated Amount therein; and

WHEREAS, the holders and owners of 100% of the aggregate principal amount of the Bonds outstanding have consented to the aforementioned amendment of the Original Loan Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE I

Definitions

All terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Original Loan Agreement unless the context clearly indicates otherwise.

## ARTICLE II

Amendment to the Original Loan Agreement

The definition of the Required Stated Amount appearing in Article I of the Original Loan Agreement is hereby amended by deleting clause (a) of said definition in its entirety and in lieu thereof, inserting the following:

"(a) subject to the provisions of Section 5.1 hereof regarding the reduction of the stated amount of the Letter of Credit, the amount by which the aggregate principal amount of the Bonds then Outstanding exceeds the amounts then on deposit in the Acquisition Fund; plus".

## ARTICLE III

Miscellaneous ProvisionsSection 3.1. Original Loan Agreement Confirmed.

Except as amended by this First Amendment to Loan Agreement, all of the provisions of the Original Loan Agreement shall remain in full force and effect, and from and after the date of this First Amendment to Loan Agreement, the Original Loan Agreement shall be amended in the manner herein set forth.

Section 3.2. Execution in Counterparts.

This First Amendment to Loan Agreement may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and on its behalf by its Mayor, and its corporate seal to be hereunto affixed and attested by its City Clerk, and the Company has caused these presents to be signed in its name and on its behalf by its \_\_\_\_\_ President, and its official seal to be hereunto affixed and the same to attested by its \_\_\_\_\_ Secretary, all as of the day and year first above written.

CITY OF CHICAGO, ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)  
Attest:

\_\_\_\_\_  
City Clerk

ENBRCO, INC.

By: \_\_\_\_\_  
\_\_\_\_ President

(SEAL)  
Attest:

\_\_\_\_\_  
Secretary

BMC:bam  
8/9/83

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 1983, by Harold Washington, Mayor of  
the CITY OF CHICAGO, ILLINOIS, a municipal corporation of the  
State of Illinois, and by Walter S. Kozubowski, City Clerk of  
the CITY OF CHICAGO, ILLINOIS, on behalf of said City.

---

Notary Public

(SEAL)

My Commission Expires:

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK        )

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 1983, by \_\_\_\_\_,  
as \_\_\_\_ President of EnBrco, Inc., a Delaware corporation, and by  
\_\_\_\_\_ as \_\_\_\_ Secretary, on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

CONSENT OF TRUSTEE

Pursuant to the provisions of Section 9.3 of the Original Loan Agreement, as defined in the attached First Amendment to Loan Agreement, and Section 1202 of the hereinafter defined Trust Indenture, the undersigned CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, a national banking association, as Trustee (the "Trustee") under that certain Trust Indenture dated as of September 1, 1981 (herein called the "Trust Indenture"), between the City of Chicago, Illinois, and said bank, as Trustee, does hereby consent to the execution and delivery of the foregoing First Amendment to Loan Agreement by the parties therein named.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, as Trustee as aforesaid, has caused its corporate name to be hereunto subscribed by a duly authorized \_\_\_\_\_ and its corporate seal to be impressed hereon and attested by one of its \_\_\_\_\_, all being done as of the first day of August, 1983, but actually executed by said Trustee on \_\_\_\_\_, 1983.

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO, Chicago, Illinois,  
as Trustee

By \_\_\_\_\_  
Its: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF COOK        )

The foregoing Consent of Trustee was acknowledged  
before me this \_\_\_\_ day of \_\_\_\_\_, 1983, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of Continental Illinois  
National Bank and Trust Company of Chicago, a national banking  
association, and by \_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_, on behalf of said association.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: .

CONSENT OF CREDIT BANK

Pursuant to the provisions of Section 9.3 of the Original Loan Agreement, as defined in the attached First Amendment to Loan Agreement, and Section 1204 of the Trust Indenture dated as of September 1, 1981 (herein called the "Trust Indenture"), between the City of Chicago, Illinois, and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee, the undersigned THE FIRST NATIONAL BANK OF BOSTON, Boston, Massachusetts, a national banking association, as the Credit Bank, as defined in said Original Loan Agreement, does hereby consent to the execution and delivery of the foregoing First Amendment to Loan Agreement by the parties therein named.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF BOSTON, Boston, Massachusetts, has caused its corporate name to be hereunto subscribed by a duly authorized \_\_\_\_\_ and its corporate seal to be impressed hereon and attested by one of its \_\_\_\_\_, all being done as of the first day of August, 1983, but actually executed by said Credit Bank on \_\_\_\_\_, 1983.

THE FIRST NATIONAL BANK  
OF BOSTON

By \_\_\_\_\_  
Its: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MASSACHUSETTS     )  
                                  ) SS.  
COUNTY OF                    )

The foregoing Consent of Credit Bank was acknowledged  
before me this \_\_\_\_ day of \_\_\_\_\_, 1983, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of THE FIRST NATIONAL BANK  
OF BOSTON, Boston, Massachusetts, a national banking association  
and by \_\_\_\_\_ as \_\_\_\_\_, on  
behalf of said association.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

CONSENT OF BONDHOLDER

The undersigned, on behalf of American Manufacturers Mutual Insurance Company (the "Bondholder") hereby represents that the Bondholder is currently the holder and registered owner of Bond No. R-1 originally issued by the City of Chicago, Illinois (the "City"), in the principal amount of \$600,000, which Bond is part of an issue of industrial development revenue bonds of the City in the aggregate principal amount of \$1,368,000 entitled "Industrial Development Revenue Bonds, Series 1981 (EnBrco, Inc. Project)" (the "Bonds"), is dated September 1, 1981, bears interest at the rate of twelve percent per annum and is stated to mature on September 1, 1989, subject to mandatory redemption provisions contained in that certain Trust Indenture dated as of September 1, 1981, by and between the City and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"). Proceeds of the Bonds were lent by the City to EnBrco, Inc., a Delaware corporation ("EnBrco") pursuant to that certain Loan Agreement dated as of September 1, 1981 (the "Loan Agreement"), by and between the City and EnBrco. Pursuant to the Loan Agreement, EnBrco has caused to be provided to the Trustee a Letter of Credit by the Credit Bank (as both terms are defined in the Loan Agreement) in order to secure the payment of the Bonds.

The undersigned, on behalf of the Bondholder has received and reviewed the First Amendment to Loan Agreement dated as of August 1, 1983 (the "First Amendment"), by and between the City and EnBrco amending the definition of "Required Stated Amount" in the Loan Agreement, a copy of which First Amendment is attached hereto. By its signature below the Bondholder hereby consents to such amendment.

Dated: \_\_\_\_\_, 1983

AMERICAN MANUFACTURERS MUTUAL  
INSURANCE COMPANY

By \_\_\_\_\_  
Its: \_\_\_\_\_

CONSENT OF BONDHOLDER

The undersigned, on behalf of Lumbermens Mutual Casualty Company (the "Bondholder") hereby represents that the Bondholder is currently the holder and registered owner of Bond No. R-2 originally issued by the City of Chicago, Illinois (the "City"), in the principal amount of \$768,000 which Bond is part of an issue of industrial development revenue bonds of the City in the aggregate principal amount of \$1,368,000 entitled "Industrial Development Revenue Bonds, Series 1981 (EnBrco, Inc. Project)" (the "Bonds"), is dated September 1, 1981, bears interest at the rate of twelve percent per annum and is stated to mature on September 1, 1989, subject to mandatory redemption provisions contained in that certain Trust Indenture dated as of September 1, 1981, by and between the City and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"). Proceeds of the Bonds were lent by the City to EnBrco, Inc., a Delaware corporation ("EnBrco") pursuant to that certain Loan Agreement dated as of September 1, 1981 (the "Loan Agreement"), by and between the City and EnBrco. Pursuant to the Loan Agreement, EnBrco has caused to be provided to the Trustee a Letter of Credit by the Credit Bank (as both terms are defined in the Loan Agreement) in order to secure the payment of the Bonds.

The undersigned, on behalf of the Bondholder has received and reviewed the First Amendment to Loan Agreement dated as of August 1, 1983 (the "First Amendment"), by and between the City and EnBrco amending the definition of "Required Stated Amount" in the Loan Agreement, a copy of which First Amendment is attached hereto. By its signature below the Bondholder hereby consents to such amendment.

Dated: \_\_\_\_\_, 1983

LUMBERMENS MUTUAL CASUALTY  
COMPANY

By \_\_\_\_\_  
Its: \_\_\_\_\_

(Continued from page 3447)

**Authority Granted for Filing of U.D.A.G. Application  
for Project Located at No. 310 S. Peoria St.**

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

WHEREAS, The City of Chicago has prepared an application for an Urban Development Action Grant Program under the Housing and Community Development Act of 1974 in a total amount of Seven Hundred Fifty-four Thousand Two Hundred and Fifteen Dollars (\$754,215.00) in order to leverage private funds in the amount of Two Million, Nine Hundred, Sixty-six Thousand, and Seven Hundred Dollars (\$2,966,700.00) for the complete rehabilitation and expansion of a vacant industrial structure in the Near West Side area. Said project will, upon completion, provide an estimated two hundred and eight (208) new employment opportunities, all in addition to the temporary/construction jobs generated during the rehabilitation phase; and

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

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

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

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

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

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

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

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

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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

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

WHEREAS, The public health, safety and welfare requires that the sanitation requirements of the Municipal Code of Chicago are enforced as expeditiously as possible; and

WHEREAS, This vital public purpose is served by the swift citation of violators; and

WHEREAS, Empowering the ward superintendents and other employees of the Department of Streets and Sanitation to serve citations for the violation of certain sanitation requirements of the Municipal Code will promote the efficient enforcement of such requirements, and therefore the public health, safety and welfare, now, therefore,

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

SECTION 1. Chapter 14 of the Municipal Code of Chicago is hereby amended by adding thereto new Section 14-12, in *Italics* as follows:

*Section 14-12. Each ward superintendent, and such other employees of the Department of Streets and Sanitation as the commissioner of Streets and Sanitation shall designate, shall have the powers of members of the police force to serve process within the City for the violation of Sections 99-3.1, 99-16, 99-17, 99-18, 99-20, 99-21, 99-23, 99-29, 99-31, 99-33, 99-36, 99-41, 99-61.7, 101-29.1, 167-4, 167-7 and 193-8 of the Municipal Code of Chicago. A copy of such designation, and any amendments thereto, shall be kept by the deputy commissioner of Streets and Sanitation for the Bureau of Sanitation, and shall be available to the public upon request. The powers granted hereunder are expressly limited to the service of such process, and this Section shall not be construed as granting additional law enforcement powers.*

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, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--Alderman Madrzyk--1.

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

#### Transfer of Funds Authorized in Office of Cable Communications Administration.

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 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.

| <i>From:</i><br>Account | <i>Purpose</i>              | <i>Amount</i> |
|-------------------------|-----------------------------|---------------|
| 100-4881-.005           | Salary and Wages on Payroll | \$ 87,000     |

| <i>To:<br/>Account</i> | <i>Purpose</i>                            | <i>Amount</i> |
|------------------------|-------------------------------------------|---------------|
| 100-4881-149           | Other Professional and Technical Services | \$ 75,000     |
| 100-4881-155           | Rental of Property                        | \$ 2,500      |
| 100-4881-157           | Rental of Equipment and Services          | \$ 9,500      |

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, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--40.

*Nays*--None.

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

#### Execution of Agreement Authorized Between City and State for Engineering of Various Project Improvements.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois for Preliminary Engineering (IX 4) of various projects described therein, said agreement to be substantially in the following form:

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_, 198\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the State, and the City of Chicago, acting through its Department of Public Works, hereinafter called the City.

#### WITNESSETH:

Whereas, the State and the City, in the interest of providing safe and efficient movement of vehicular and pedestrian traffic, are desirous of improving portions of various routes located in the City of Chicago; and

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

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

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the City, before such improvements can be made, is required to make, or cause to

be made, certain design and location studies and a design report covering the improvements, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, the improvements included hereunder, together with the designated project numbers and estimated Preliminary Engineering and construction costs for each are listed on "Exhibit A" of this agreement; and

Whereas, under federal regulations, certain written agreements may be required.

Now, Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The City, either with its own forces or in conjunction with consulting engineering firms approved by the state and the Federal Highway Administration, shall make all surveys, compile the data and prepare the design and location studies, hold the required public hearings, make the environmental assessments and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the projects included hereunder, all of which are considered to be Preliminary Engineering.
2. The City has appropriated, or shall appropriate, such funds as are necessary to pay for the Preliminary Engineering as herein specified, and shall keep a complete and accurate breakdown for each separate activity included thereunder.
3. The state shall give administrative assistance and guidance to the City during the performance of said Preliminary Engineering, and shall review and submit to the Federal Highway Administration, without delay, all submittals which require Federal review, approval, or other action.
4. The state shall request federal participation in the costs of the Preliminary Engineering, and shall reimburse the City for the state and federal shares of said costs on the basis of periodic billings. These billings shall be supported by documentation as required by the state and the Federal Highway Administration, and if the engineering is performed by a consultant, the billings shall show evidence of payment by the City. Five percent (5%) of the sum of the state and federal shares of Preliminary Engineering shall be withheld pending an audit of the City's records.
5. It is mutually agreed that the total cost of Preliminary Engineering described herein shall not exceed \$8,250,000, without prior approval of the State and the Federal Highway Administration.
6. It is mutually agreed that all costs which are determined to be ineligible for federal-aid participation, and all costs in excess of \$8,250,000, which are incurred without prior approval of the state and the Federal Highway Administration, shall be borne 100% by the City.
7. The City agrees to retain all individual project records and to make them available for audit by state and federal auditors during the individual project development stages, and for a period of three years after final acceptance of each project.
8. It is mutually agreed that quarterly progress meetings will be held, at which all parties to this agreement will report on the status of all phases of the work described herein. Such meetings will be called jointly by the City and the state.
9. It is mutually agreed that the division of cost for all Preliminary Engineering included under this agreement shall be as follows:

|                                    |    |             |
|------------------------------------|----|-------------|
| Federal Share (85% of \$8,250,000) | -- | \$7,012,500 |
| State Share (15% of \$8,250,000)   | -- | \$1,237,500 |
10. It is mutually agreed that standard federal-aid procedures and requirements shall apply to all phases of all projects covered by this agreement.

11. This agreement shall be binding upon and inure to the benefit of parties hereto, their successors and assigns.
12. That the Commissioner of Public Works is authorized to execute revisions to this agreement relative to project budget items upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Preliminary Engineering as stated in paragraph 5.

In Witness Whereof, the City and state have caused this agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes]

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

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

[Exhibit "A" printed on page 3464 of this Journal.]

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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

#### Execution of Agreement Between City and State for Converting Electrical Power at Various Bridges.

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

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

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

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City."

#### WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to convert alternate current to direct current at various bridge locations, hereinafter referred to as the "Project" described in paragraph 11; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes as amended, (1981), may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

(Continued on page 3465)

## EXHIBIT A

City of Chicago Improvements Included in a Joint City-State  
Agreement (4) for INTERSTATE SUBSTITUTION Preliminary Engineering Funds

| #                              | FED. PROJ. # | ROUTE NO. | STREET             | LOCATION                             | IMPROVEMENT               | ESTIMATED COSTS |            |
|--------------------------------|--------------|-----------|--------------------|--------------------------------------|---------------------------|-----------------|------------|
|                                |              |           |                    |                                      |                           | Construction    | Prel.Eng.  |
| 1                              | IX-5000(     | FAU 3551  | Archer Avenue      | 51st St. to 47th St.                 | Reconstruction            | \$ 2,100,000    | \$ 225,000 |
| 2                              | IX-5000(     | FAU 2790  | Austin Avenue      | Gunnison to Bryn Mawr                | Resurfacing & Signals     | 1,100,000       | 120,000    |
| 3                              | IX-5000(     | FAU 2865  | Broadway           | Bryn Mawr to Devon                   | Resurfacing & Signals     | 1,700,000       | 170,000    |
| 4                              | IX-5000(     | FAU 1652  | Bryn Mawr Avenue   | Cumberland to E. River Rd.           | Widening & reconstruction | 1,000,000       | 110,000    |
| 5                              | IX-5000(     | FAU 2839  | California Avenue  | Roosevelt to Van Buren               | Resurfacing & Signals     | 1,000,000       | 120,000    |
| 6                              | IX-5000(     | FAU 1425  | Congress Parkway   | Kostner to Kedzie                    | Resurfacing & Signals     | 1,300,000       | 150,000    |
| 7                              | IX-5000(     | FAU 2882  | DesPlaines Street  | Fulton to Harrison (Ph II)           | Reconstruction/Sewer      | 1,600,000       | 75,000     |
| 8                              | IX-5000(     | FAU 3528  | Elston Avenue      | Armitage to North                    | Resurf./Sig./Viad. Ctr.   | 1,300,000       | 130,000    |
| 9                              | IX-5000(     | FAU 3539  | Grand Avenue       | Pulaski to Sacramento                | Resurfacing & Signals     | 2,000,000       | 200,000    |
| 10                             | IX-5000(     | FAU 1401  | Grand Avenue       | Western to Ogden (4 loc.)            | Inters. imp. & RR Xing.   | 1,000,000       | 100,000    |
| 11                             | IX-5000(     | FAU 2915  | King Drive         | 115th St. to 95th St.                | Resurfacing & Signals     | 2,500,000       | 250,000    |
| 12                             | IX-5000(     | FAU 2915  | King Drive         | 94th St. to 61st St.                 | Resurfacing & Signals     | 3,500,000       | 350,000    |
| 13                             | IX-5000(     | FAU 2915  | King Drive         | 60th St. to 50th St.                 | Inters. improv. (4 loc.)  | 1,900,000       | 225,000    |
| 14                             | IX-5000(     | FAU 2915  | King Drive         | 49th St. to 26th St.                 | Signal Modern. (9 loc.)   | 2,300,000       | 250,000    |
| 15                             | IX-5000(305) | FAU 2873  | Lake Shore Drive   | @ 59th St. (Phase II)                | Bridge rehabilitation     | 5,500,000       | 300,000    |
| 16                             | IX-5000(     | FAU 2803  | Laramie Avenue     | Cornelia to Montrose (Ph II)         | Reconstruction/Sewer      | 2,500,000       | 190,000    |
| 17                             | IX-5000(     | FAU 1419  | Madison Street     | Hamlin to Halsted                    | Resurfacing & Signals     | 3,500,000       | 375,000    |
| 18                             | IX-5000(     | FAU 1530  | Marquette Avenue   | Sacramento to Halsted                | Resurfacing & Signals     | 2,350,000       | 250,000    |
| 19                             | IX-5000(     | FAU 1366  | Montrose Avenue    | Milwaukee to California              | Inters. improv. (9 loc.)  | 3,000,000       | 350,000    |
| 20                             | IX-5000(     | FAU 1366  | Montrose Avenue    | Laverge to Rockwell                  | Signal Modern. (6 loc.)   | 700,000         | 80,000     |
| 21                             | IX-5000(     | Various   | Northwest Inters.: |                                      | Inters. improv. (7 loc.)  | 2,300,000       | 250,000    |
|                                |              | FAU 2832  | Kimball Avenue     | @ Armitage, @ Addison (2)            |                           |                 |            |
|                                |              | FAU 1372  | Addison Street     | @ Damen (1)                          |                           |                 |            |
|                                |              | FAU 2839  | California Ave.    | @ Armitage, @ Milwaukee, @ Devon (3) |                           |                 |            |
|                                |              | FAU 2798  | Central Avenue     | @ Elston (1)                         |                           |                 |            |
| 22                             | IX-5000(     | FAU 2871  | Sheffield Avenue   | North to Webster                     | Resurfacing & Signals     | 850,000         | 90,000     |
| 23                             | IX-5000(     | FAU 3574  | South Chicago Ave. | 76th St. to 73rd St.                 | Resurfacing & Signals     | 1,450,000       | 150,000    |
| 24                             | IX-5000(     | FAU 2907  | State Street       | 83rd St. to 119th St.                | Resurfacing & Signals     | 3,300,000       | 350,000    |
| 25                             | IX-5000(     | FAU 2904  | Stockton Drive     | LaSalle Dr. - Diversey (Ph II)       | Reconstruction            | 3,500,000       | 350,000    |
| 26                             | IX-5000(     | FAU 2929  | Stony Island Ave.  | 64th St. to 56th St.                 | Resurfacing & Signals     | 1,100,000       | 110,000    |
| 27                             | IX-5000(     | FAU 1423  | Van Buren Street   | Wacker to Michigan                   | Resurfacing & Signals     | 700,000         | 75,000     |
| 28                             | IX-5000(     | Various   | Streets            | Citywide locations                   | Intermittent Resurfacing  | 4,000,000       | 400,000    |
| 29                             | IX-5000(     | Various   | Streets            | Citywide locations                   | Vertical Clearance imp.   | 4,500,000       | 450,000    |
| 30                             | IX-5000(     | Various   | Streets            | Citywide locations                   | Railroad Crossing imp.    | 3,500,000       | 350,000    |
| 31                             | IX-5000(     | FAU 1416  | Warren Boulevard   | Homan to Ashland                     | Resurfacing & Signals     | 1,900,000       | 200,000    |
| 32                             | IX-5000(     | FAU 1414  | Washington Street  | Wacker to Michigan                   | Resurfacing & Signals     | 800,000         | 80,000     |
| 33                             | IX-5000(     | FAU 2899  | Wells Street       | Congress to Wacker                   | Resurfacing & Signals     | 1,250,000       | 130,000    |
| 34                             | IX-5000(     | FAU 1460  | 26th Street        | Halsted to King Drive                | Resurfacing & Signals     | 1,300,000       | 130,000    |
| 35                             | IX-5000(     | FAU 1513  | 59th Street        | Cicero to Damen Ave.                 | Resurfacing & Signals     | 3,000,000       | 310,000    |
| 36                             | IX-5000(     | FAU 1513  | 59th Street        | Damen to King Drive                  | Resurfacing & Signals     | 2,300,000       | 250,000    |
| 37                             | IX-5000(     | FAU 1540  | 75th Street        | Stony Island to So. Shore            | Resurfacing & Signals     | 1,900,000       | 190,000    |
| 38                             | IX-5000(     | FAU 1553  | 83rd Street        | California to Loomis                 | Resurfacing & Signals     | 2,000,000       | 200,000    |
| 39                             | IX-5000(     | FAU 1574  | 103rd Street       | Wentworth to Vincennes               | Resurfacing & Signals     | 800,000         | 80,000     |
| 40                             | IX-5000(     | FAU 1581  | 111th Street       | Halsted to State                     | Resurfacing & Signals     | 800,000         | 85,000     |
| Total Preliminary Engineering: |              |           |                    |                                      |                           | \$ 8,250,000    |            |

(Continued from page 3463)

Whereas, the State and City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1981 or subsequent federal legislation for the force account construction, contract construction and construction engineering/supervision of said Project; and

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

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

Now Be It Therefore Resolved, The State Agrees:

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

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision work, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the non-federal (State) and federal shares of costs.
6. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 9 of this agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

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

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of adjustment of the electrical facilities at the following bridges:

- (1) Chicago Avenue (FAU 1398) over the North Branch of the Chicago River.
- (2) Grand Avenue (FAU 1401) over the North Branch of the Chicago River.
- (3) Ogden Avenue (FAU 3542) over the North Branch of the Chicago River.
- (4) Ogden Avenue (FAU 3542) over the North Branch Canal of the Chicago River.
- (5) Division Street (FAU 1394) over the North Branch Canal of the Chicago River.
- (6) Michigan Avenue (FAU 2911) over the Main Branch of the Chicago River.

The bridges will be converted for operation by commercial alternating current power supplier since the Chicago Transit Authority, the present supplier of direct current power to these bridges, plans to eliminate several of its outmoded direct current generating plants.

The work will include installation of appropriate Commonwealth Edison Company services; installation of solid state rectification equipment and new alternating current motors for sump pumps, center lock mechanisms and traffic barriers; construction of all necessary enclosures and housings for new services and equipment; conversion of bridge house lighting and traffic signals to alternating current power; and installation of new transformers for lighting and inter-locking control circuits.

12. That all prior agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this agreement.
13. That the cost estimates of the Project covered herein are as follows:

|                                      |                     |
|--------------------------------------|---------------------|
| Contract Construction                | \$ 5,000,000        |
| Force Account Construction:          |                     |
| Bureau of Electricity                | 150,000             |
| Commonwealth Edison Co.              | 265,000             |
| Chicago Transit Authority            | 85,000              |
| Construction Engineering/Supervision | 500,000             |
| <b>TOTAL:</b>                        | <b>\$ 6,000,000</b> |

and that based upon the current ratio of federal to non-federal (State) funds for federal-aid urban system projects the estimated proportional participation for the Project will be:

|                           |                     |
|---------------------------|---------------------|
| Federal-Aid Share (FAU)   |                     |
| (75.18% of \$6,000,000)   | \$ 4,510,800        |
| Non-Federal Share (State) |                     |
| (24.82% of \$6,000,000)   | \$ 1,489,200        |
| <b>TOTAL:</b>             | <b>\$ 6,000,000</b> |

and that based upon said ratio, the State financial participation (referred to herein as the non-federal share) in final actual costs of the Project shall be limited to a maximum of \$1,638,120, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this agreement.

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

In Witness Whereof, the City and State has caused this agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

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

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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

**Execution of Amendment to Agreement Authorized Between City and State  
for Improvement of Damen Av. Between Irving Park Rd. and  
Bryn Mawr Av.**

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

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

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

Whereas, on October 27, 1982, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 13063 through 13066); and

Whereas, on February 14, 1983, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City," and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State," entered into a joint agreement to improve Damen Avenue, hereinafter referred to as the "Project"; and

Whereas, numbered paragraph 13 of the aforementioned agreement contains the estimated cost and the division of financial responsibilities for the Project; and

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

Now, Therefore, Be It Agreed that numbered paragraph 13 of the aforementioned agreement be revised to read as follows:

13. "That the estimated costs of the Project as covered and described by this agreement are:

|                                      |                   |
|--------------------------------------|-------------------|
| Contract Construction                | \$ 1,500,000      |
| Force Account Construction           | \$ 1,100,000      |
| Construction Engineering/Supervision | <u>\$ 260,000</u> |
| TOTAL:                               | \$ 2,860,000      |

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

|                                                   |                     |
|---------------------------------------------------|---------------------|
| Federal-Aid Share (IX)<br>(85% of \$2,860,000)    | \$ 2,431,000        |
| Non-Federal Funds (State)<br>(15% of \$2,860,000) | \$ 429,000          |
| <b>TOTAL:</b>                                     | <b>\$ 2,860,000</b> |

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$472,000, with any non-federal share required in excess of that amount to be provided by the City, or by amendment to this agreement."

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

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

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

[Signature forms omitted for printing purposes.]

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

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

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--43.

*Nays*--None.

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

**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 (October 31 and November 9, 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 hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

| <i>Name and Address</i>    | <i>Warrant No.<br/>and Type of<br/>Inspection</i> | <i>Amount</i> |
|----------------------------|---------------------------------------------------|---------------|
| Action Community Coalition | F4-323408                                         | \$ 17.50      |

|                                 |                          |        |
|---------------------------------|--------------------------|--------|
| No. 5251 W. North Avenue        | (Mech. Vent.)            |        |
| Augustana Hospital              | (Int. Insp. B1, 2 and 4) | 40.00  |
| (sundry locations)              | (Int. Insp. B1, 3)       | 20.00  |
| Belmont Evangelical Church      | C2-131275                | 48.00  |
| No. 6120 W. Belmont Avenue      | (Refrig.)                |        |
| Chicago Latin School            | A1-308424                | 23.00  |
| (sundry locations)              | A1-308450                | 23.00  |
|                                 | (Elev.)                  |        |
|                                 | F4-322989                | 175.00 |
|                                 | (Mech. Vent.)            |        |
| Copernicus Foundation           | A1-308325                | 23.00  |
| No. 5216 W. Lawrence Avenue     | (Elev.)                  |        |
| Ecumenical Institute            | A1-100531                | 69.00  |
| No. 4750 N. Sheridan Road       | A1-106746                | 69.00  |
|                                 | A1-300539                | 69.00  |
|                                 | (Elev.)                  |        |
|                                 | B1-100131                | 23.00  |
|                                 | B1-210106                | 23.00  |
|                                 | B1-215135                | 92.00  |
|                                 | B1-311738                | 23.00  |
|                                 | (Bldg.)                  |        |
|                                 | C2-038466                | 144.00 |
|                                 | (Refrig.)                |        |
|                                 | F4-129737                | 47.50  |
|                                 | (Mech. Vent.)            |        |
|                                 | PI-013638                | 180.00 |
|                                 | PI-200622                | 180.00 |
|                                 | (Fuel Burn. Equip.)      |        |
| Holy Family of Nazareth Academy | F4-123017                | 85.00  |
| No. 1444 W. Division Street     | F4-818609                | 85.00  |
|                                 | (Mech. Vent.)            |        |
| Lydia Home Association          | F4-128903                | 20.00  |
| No. 4300 W. Irving Park Road    | (Mech. Vent.)            |        |
|                                 | P1-706831                | 42.00  |
|                                 | (Fuel Burn. Equip.)      |        |
|                                 | R1-107923                | 50.00  |
|                                 | (Drwy.)                  |        |
| Moody Church                    | C2-136718                | 6.00   |
| (sundry locations)              | (Refrig.)                |        |
|                                 | D1-707238                | 36.00  |
|                                 | D3-386882                | 40.00  |
|                                 | (Sign)                   |        |
|                                 | F4-124472                | 360.00 |
|                                 | F4-712052                | 288.00 |
|                                 | (Mech. Vent.)            |        |
| Norwood Park Home               | C2-338407                | 128.00 |
| No. 6016 N. Nina Avenue         | (Refrig.)                |        |

|                                                                                                           |                                                                                       |                                                    |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------|
|                                                                                                           | R1-701274<br>(Drwy.)                                                                  | 51.00                                              |
| Resurrection Health Care Corporation/<br>Resurrection Retirement Community<br>No. 7266 W. Peterson Avenue | AI-308030<br>(Elev.)                                                                  | 92.00                                              |
| Schwab Rehabilitation Center<br>No. 1401 S. California Avenue                                             | A1-002239<br>A1-110173<br>(Elev.)                                                     | 138.00<br>138.00                                   |
|                                                                                                           | C2-141987<br>(Refrig.)                                                                | 89.00                                              |
| St. Alphonsus Church/Redemptorists<br>Fathers<br>Nos. 2936-2956 N. Southport Avenue                       | B3-303108<br>(Bldg.)                                                                  | 23.00                                              |
| University of Chicago<br>(sundry locations)                                                               | B1-318248<br>B1-318249<br>B1-318252<br>B1-318335<br>B1-318424<br>B1-317507<br>(Bldg.) | 34.50<br>34.50<br>80.50<br>57.50<br>46.00<br>46.00 |

On motion of Alderman Burke the foregoing proposed substitute order was *Passed* by a viva voce vote.

**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 a viva voce vote.

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 the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular Orders printed on pages  
3472 thru 3474 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 3474 of this Journal.]

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

The Committee on Finance to which had been referred (October 31, November 9 and 14, 1983) sundry proposed ordinances and proposed order transmitted therewith to authorize issuance of free permits and refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

On motion of Alderman Burke the said proposed ordinances and order were *Passed* by a viva voce vote.

Alderman Burke 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):

**FREE PERMITS.**

*Chicago Association for Retarded Children.*

*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 Chicago Association for Retarded Citizens, No. 11321 S. Wentworth Avenue for rehabilitation of electrical system by Argo Electric, Inc., No. 2737 W. Diversey Avenue - Chicago 60647, on the premises known as No. 11321 S. Wentworth Avenue.

Said building shall be used exclusively for handicapped 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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*DePaul University.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to DePaul University for the installation of a communication

(Continued on page 3475)

REPORT DATE 11/22/83  
PROGRAM--PFR070

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/23/83

## REGULAR ORDERS

PAGE 2  
TERMINAL--W1  
OPERATOR--MJM

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL    |
|---------------------------|------------------|--------------------------------|--------------------------------|------------------|
| ARENS                     | PATRICK C        | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 5/01/83 9628.60  |
| BRENNAN                   | JOHN T           | POLICE OFFICER                 | PUBLIC TRANSPORTATION-ANALYSIS | 9/05/79 70.80    |
| COOK                      | THERESA          | POLICE OFFICER                 | CENTRAL DETENTION SECTION      | 6/28/83 194.50   |
| DANZY                     | CURTIS           | POLICE OFFICER                 | SECOND DISTRICT                | 8/24/83 77.20    |
| DANZY                     | CURTIS           | POLICE OFFICER                 | SECOND DISTRICT                | 8/23/83 75.00    |
| DE LA PAZ                 | JOSEPH           | SERGEANT                       | FIRST DISTRICT                 | 8/20/83 181.00   |
| DENTON                    | ANTHONY L        | POLICE OFFICER                 | THIRTEENTH DISTRICT            | 3/19/83 130.00   |
| DEPASS                    | ROBERTA          | POLICE OFFICER                 | FIRST DISTRICT                 | 8/24/83 139.00   |
| DEVITO                    | MICHAEL J        | POLICE OFFICER                 | TENTH DISTRICT                 | 8/23/83 171.50   |
| DONES                     | WILMAN           | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 8/03/83 113.00   |
| DOWNS                     | MARCIA R         | POLICE OFFICER                 | TWENTIETH DISTRICT             | 8/14/83 184.25   |
| FARRELL                   | ROBERT J         | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 7/12/80 33762.43 |
| FESSETT                   | THOMAS           | POLICE OFFICER                 | TWENTY-FIRST DISTRICT          | 8/22/83 74.00    |
| FOLINIAZZO                | FRANK            | POLICE OFFICER                 | YOUTH DIVISION AREA FOUR       | 8/10/83 256.00   |
| FRANKLIN                  | EDWARD S         | SERGEANT                       | THIRD DISTRICT                 | 8/29/83 173.40   |
| GAAL                      | LOUIS            | POLICE OFFICER                 | SIXTH DISTRICT                 | 8/02/83 159.00   |
| GANEY                     | GERALD W         | POLICE OFFICER                 | TWENTIETH DISTRICT             | 8/10/83 131.50   |
| GARDNER                   | CHARLES R        | POLICE OFFICER                 | GANG CRIMES ENFORCEMENT DIVIST | 8/06/83 132.95   |
| GAROFALO                  | JOSEPH           | POLICE OFFICER                 | DETAIL UNIT                    | 8/10/83 1023.70  |
| GASKI                     | GARY             | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 7/17/83 109.00   |
| GATES                     | LAWRENCE         | POLICE OFFICER                 | BOMB AND ARSON SECTION         | 8/02/83 53.00    |
| GATLIFF                   | DALE             | POLICE OFFICER                 | YOUTH DIVISION AREA ONE        | 8/30/83 245.95   |
| GEERS                     | JAMES T          | POLICE OFFICER                 | TENTH DISTRICT                 | 8/11/83 52.00    |
| GEOGHEGAN                 | JAMES            | SERGEANT                       | NINETEENTH DISTRICT            | 8/11/83 68.00    |
| GLYNN                     | JAMES M          | POLICE OFFICER                 | SEVENTH DISTRICT               | 8/19/83 146.00   |
| GOLD                      | ARLENE           | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 9/15/83 164.85   |
| GORSKI                    | STEVEN           | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 8/25/83 117.50   |
| GRANKOWSKI                | NORMAN           | POLICE OFFICER                 | THIRD DISTRICT                 | 8/16/83 213.00   |
| GRANTHAM                  | ANTHONY          | POLICE OFFICER                 | NINETEENTH DISTRICT            | 8/20/83 70.00    |
| GREFSHEIM                 | AL               | POLICE OFFICER                 | DETECTIVE DIV AREA 1 ADMINISTR | 8/01/83 267.00   |
| GUTIERREZ                 | GEORGE           | POLICE OFFICER                 | MOUNTED UNIT                   | 8/26/83 76.00    |
| HALL                      | LUTHER           | POLICE OFFICER                 | SIXTH DISTRICT                 | 8/04/83 70.00    |
| HANLEY                    | JAMES P          | POLICE OFFICER                 | FOURTH DISTRICT                | 1/05/80 6203.00  |
| HARRIS                    | GENE             | POLICE OFFICER                 | NINETEENTH DISTRICT            | 8/05/83 20.00    |
| HEINZE                    | ROBERT E         | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 8/14/83 139.00   |
| HOFFMAN                   | DANIEL I         | POLICE OFFICER                 | TENTH DISTRICT                 | 8/06/83 4351.86  |
| HRDLICKA                  | PATRICK          | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 8/08/83 240.50   |
| HUGHES                    | MICHAEL M        | POLICE OFFICER                 | SEVENTH DISTRICT               | 8/26/83 183.00   |
| JAKOB                     | HENRY J          | POLICE OFFICER                 | NINETEENTH DISTRICT            | 8/18/83 94.00    |
| JANNICK                   | KATHLEEN         | POLICE OFFICER                 | THIRTEENTH DISTRICT            | 8/15/83 173.00   |
| JEFFERSON                 | CECIL            | POLICE OFFICER                 | SIXTH DISTRICT                 | 8/29/83 70.00    |
| JOHNSON                   | PEGGY            | POLICE OFFICER                 | SIXTEENTH DISTRICT             | 8/28/83 95.00    |
| JUDGE                     | DANIEL           | POLICE OFFICER                 | SIXTH DISTRICT                 | 8/02/83 204.00   |
| KASPRZYK                  | SYLVESTER        | POLICE OFFICER                 | FOURTH DISTRICT                | 8/11/83 73.45    |
| KELLY                     | RICHARD J        | POLICE OFFICER                 | CANINE UNIT                    | 8/14/83 149.75   |
| KING                      | ALFRED J         | POLICE OFFICER                 | FIFTEENTH DISTRICT             | 9/26/83 619.15   |
| KODYUMJIAN                | GREGORY          | POLICE OFFICER                 | TWENTIETH DISTRICT             | 8/17/83 115.50   |
| KOPACZ                    | PAUL             | POLICE OFFICER                 | TWENTY-FIRST DISTRICT          | 8/21/83 49.80    |
| KOVAC                     | FRANK J          | POLICE OFFICER                 | SECOND DISTRICT                | 8/15/83 242.00   |

November 23, 1983

## REPORTS OF COMMITTEES

3473

REPORT DATE 11/22/83  
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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/23/83

## REGULAR ORDERS

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OPERATOR--MJM

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL    |
|---------------------------|------------------|--------------------------------|--------------------------------|------------------|
| KRIPNER                   | THOMAS C         | POLICE OFFICER                 | FIFTH DISTRICT                 | 7/01/83 96.00    |
| KRUPOWICZ                 | KENNETH G        | POLICE OFFICER                 | PUBLIC TRANSPORTATION-MASS TRA | 3/25/83 118.00   |
| KUSINSKI                  | PAUL             | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 8/22/83 157.00   |
| LACKOVITZ                 | JOHN             | POLICE OFFICER                 | THIRTEENTH DISTRICT            | 8/04/83 103.00   |
| MAHONEY                   | JOSEPH           | LIEUTENANT                     | YOUTH DIVISION ADMINISTRATION  | 5/20/83 162.00   |
| MALONEY                   | ROBERT E         | POLICE OFFICER                 | ENFORCEMENT SECTION            | 5/04/83 37582.44 |
| PAGLIARO                  | MICHAEL          | POLICE OFFICER                 | TWENTY-FIFTH DISTRICT          | 7/09/83 265.00   |
| RUSSELL                   | ROBERT           | POLICE OFFICER                 | NINTH DISTRICT                 | 9/25/83 105.00   |
| SPRAGGINS                 | CLARENCE         | POLICE OFFICER                 | SECOND DISTRICT                | 1/14/83 1592.62  |
| STEWART                   | HESSIE           | POLICE OFFICER                 | ELEVENTH DISTRICT              | 2/08/83 65.00    |
| ZBOREK                    | DENNIS           | POLICE OFFICER                 | EIGHTH DISTRICT                | 5/13/83 912.00   |
| BOEHM                     | RONALD           | FIREFIGHTER                    | ENGINE COMPANY 39              | 9/15/83 160.50   |
| BURNS                     | FRANCIS          | CAPTAIN                        | TRUCK 14                       | 9/29/83 413.05   |
| COLLINS                   | JOHN             | LIEUTENANT                     | ENGINE COMPANY 86              | 12/05/81 246.14  |
| CONNORS                   | JAMES            | LIEUTENANT                     | ENGINE COMPANY 38              | 7/24/77 20.00    |
| COYLE                     | ROBERT           | LIEUTENANT                     | TRUCK 4                        | 8/12/83 4227.85  |
| DAVIS                     | P JOSEPH         | CAPTAIN                        | TRUCK 4                        | 3/20/83 5803.25  |
| DEHLER                    | ROBERT           | FIREFIGHTER                    | ENGINE COMPANY 30              | 7/26/83 24.00    |
| DERANSBURG                | DALE             | FIREFIGHTER                    | ENGINE COMPANY 162             | 4/14/83 97.50    |
| DIRSCHL                   | DONALD           | FIREFIGHTER                    | ENGINE COMPANY 88              | 7/25/83 43.00    |
| DOYLE                     | KEVIN            | FIREFIGHTER                    | ENGINE COMPANY 49              | 6/10/83 12.00    |
| DUKE                      | WILLIAM S        | LIEUTENANT                     | ENGINE COMPANY 91              | 9/29/83 235.00   |
| EAREART                   | WILLIAM          | ENGINEER                       | REPAIR SHOP                    | 3/28/83 11.00    |
| ERNST                     | CARL             | FIREFIGHTER                    | TRUCK 27                       | 7/18/83 75.00    |
| FITZGERALD                | EDWARD           | FIREFIGHTER                    | ENGINE COMPANY 101             | 12/14/80 353.50  |
| FOLEY                     | MICHAEL          | FIREFIGHTER                    | ENGINE COMPANY 38              | 9/20/83 108.00   |
| GARITI                    | DANIEL           | PARAMEDIC                      | AMBULANCE 4                    | 7/24/83 64.50    |
| GIOIA                     | JOHN             | FIREFIGHTER                    | TRUCK 47                       | 3/28/83 100.00   |
| HUNTER                    | THOMAS           | LIEUTENANT                     | ENGINE COMPANY 76              | 9/10/83 2464.90  |
| ISA                       | FAKHRI           | FIREFIGHTER                    | ENGINE COMPANY 91              | 9/29/83 106.70   |
| JANISCH                   | WILLIAM          | FIREFIGHTER                    | TRUCK 26                       | 9/28/83 257.00   |
| JASLOWSKI                 | THOMAS           | FIREFIGHTER                    | TRUCK 48                       | 6/18/83 616.00   |
| JAZWIEK                   | MICHAEL          | PARAMEDIC                      | AMBULANCE 39                   | 2/08/83 175.00   |
| KING                      | MICHAEL          | CAPTAIN                        | TRUCK 22                       | 8/19/81 136.92   |
| KOVALEVYCH                | MYRON            | FIREFIGHTER                    | SQUAD 1                        | 9/28/83 270.50   |
| KOWNACKI                  | JOHN W           | FIREFIGHTER                    | ENGINE COMPANY 96              | 9/11/83 100.00   |
| KUSSMANN                  | DONALD           | FIREFIGHTER                    | ENGINE COMPANY 67              | 2/05/83 51.00    |
| LALLY                     | MICHAEL          | LIEUTENANT                     | ENGINE COMPANY 69              | 10/04/83 65.00   |
| LIRA                      | CHARLES          | FIREFIGHTER                    | TRUCK 28                       | 5/08/83 1194.00  |
| LOUGHNEY                  | JAMES            | BATTALION CHIEF                | BATTALION 1/ENGINE COMPANY 13  | 9/28/83 1377.35  |
| MATELING                  | RONALD           | FIREFIGHTER                    | TRUCK 14                       | 9/29/83 110.75   |
| MCGRATH                   | THOMAS           | FIREFIGHTER                    | ENGINE COMPANY 61              | 1/25/92 158.00   |
| MCREYNOLDS                | ALLEN            | FIREFIGHTER                    | SQUAD 5                        | 12/27/82 35.00   |
| NOLAN                     | JAMES D          | LIEUTENANT                     | ENGINE COMPANY 1/42            | 9/28/83 172.00   |
| ORRIEN                    | GEORGE           | LIEUTENANT                     | TRUCK 13                       | 5/07/83 17.00    |
| OLSEN                     | WILLIAM          | BATTALION CHIEF                | BATTALION 17                   | 11/04/92 22.00   |
| ONTIVEROS                 | FRANK            | FIREFIGHTER                    | TRUCK 14                       | 9/29/83 104.00   |
| PETRASEK                  | EDWARD           | LIEUTENANT                     | ENGINE COMPANY 63              | 11/16/81 200.00  |
| ROTZA                     | CHERYL           | PARAMEDIC                      | AMBULANCE 13                   | 3/01/83 10.00    |

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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/23/83

## REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED       | VOUCHER TOTAL  |
|---------------------------|------------------|--------------------------------|--------------------|----------------|
| RUTKA                     | KENNETH          | FIREFIGHTER                    | TRUCK 29           | 8/13/83 915.00 |
| SCOTT                     | GENE             | FIREFIGHTER                    | ENGINE COMPANY 16  | 8/31/83 304.00 |
| SEARCY                    | VERNON           | FIREFIGHTER                    | ENGINE COMPANY 106 | 2/16/83 604.00 |
| SOLAN                     | JOSEPH           | LIEUTENANT                     | ENGINE COMPANY 8   | 4/09/83 220.00 |
| TEBBENS                   | GEORGE           | LIEUTENANT                     | TRUCK 32           | 6/10/82 47.00  |
| TROTT                     | MICHAEL          | FIREFIGHTER                    | TRUCK 29           | 1/28/82 120.50 |

REPORT DATE 11/22/83  
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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/23/83

## THIRD PARTY ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED                   | VOUCHER TOTAL    |
|---------------------------|------------------|--------------------------------|--------------------------------|------------------|
| ARMATA                    | RONALD J         | POLICE OFFICER                 | SEVENTH DISTRICT               | 8/17/83 74.00    |
| BARLOW                    | LADYS            | POLICE OFFICER                 | FOURTH DISTRICT                | 8/17/83 139.50   |
| BOZINOVICH                | ROBERT           | POLICE OFFICER                 | NINTH DISTRICT                 | 8/25/83 212.50   |
| BUTZEN                    | KATHLEEN         | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 8/02/83 55.00    |
| CAMPBELL                  | WAYNE C          | POLICE OFFICER                 | FIFTH DISTRICT                 | 2/08/82 20.00    |
| CEGIELSKI                 | CRAIG R          | POLICE OFFICER                 | DETECTIVE DIV AREA 3 VIOLENT C | 9/31/83 108.00   |
| CELLA                     | JOHN A           | POLICE OFFICER                 | NINETEENTH DISTRICT            | 8/12/83 266.00   |
| COYNE                     | JOHN C           | POLICE OFFICER                 | TENTH DISTRICT                 | 5/29/81 440.00   |
| CROOKS                    | JAMES A          | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 7/31/83 143.00   |
| CULVER                    | RALPH            | POLICE OFFICER                 | TWENTY-THIRD DISTRICT          | 9/08/80 85.00    |
| DIFIORE                   | RALPH K          | POLICE OFFICER                 | EIGHTH DISTRICT                | 8/24/83 137.00   |
| DISILVESTRO               | RENATO P         | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 2/20/82 565.00   |
| ENAUPT                    | JOHN A           | POLICE OFFICER                 | SEVENTEENTH DISTRICT           | 8/29/83 3676.50  |
| EVOLA                     | NUNZIO           | POLICE OFFICER                 | FIRST DISTRICT                 | 8/15/83 70.00    |
| FRUGOLI                   | JOSEPH           | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 8/22/83 104.00   |
| GIOVENCO                  | THOMAS J         | POLICE OFFICER                 | NINETEENTH DISTRICT            | 8/05/83 210.00   |
| GRAHAM                    | DORIS J          | POLICE OFFICER                 | SECOND DISTRICT                | 8/31/83 196.00   |
| HART                      | TERENCE          | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 8/02/83 55.00    |
| HICKEY                    | PATRICIA         | POLICE OFFICER                 | DETECTIVE DIV AREA 2 VIOLENT C | 8/16/83 182.00   |
| HIGGINS                   | JAMES W          | POLICE OFFICER                 | DETECTIVE DIV AREA 3 VIOLENT C | 8/31/83 73.00    |
| KWAK                      | JOHN F           | POLICE OFFICER                 | ENFORCEMENT SECTION            | 8/06/83 65.32    |
| LEAHY                     | MACARTHUR        | POLICE OFFICER                 | TENTH DISTRICT                 | 7/31/83 52.00    |
| MITSUUCHI                 | ANITA M          | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 7/10/83 9552.00  |
| MULVIHILL                 | MICHAEL          | POLICE OFFICER                 | FOURTEENTH DISTRICT            | 8/22/83 429.00   |
| OHARA                     | PATRICK L        | POLICE OFFICER                 | DETECTIVE DIV AREA 2 VIOLENT C | 8/16/83 245.00   |
| ORTIZ                     | BRAOUL           | POLICE OFFICER                 | TENTH DISTRICT                 | 3/10/83 703.60   |
| PALIGA                    | RUTH I           | POLICE OFFICER                 | SIXTH DISTRICT                 | 7/13/80 5298.00  |
| STAFEN                    | KRISTINA         | POLICE OFFICER                 | ENFORCEMENT SECTION            | 7/24/83 4867.99  |
| STURT                     | ERROL            | POLICE OFFICER                 | TWENTY-FOURTH DISTRICT         | 8/02/83 355.30   |
| CALES                     | DAVID            | FIREFIGHTER                    | ENGINE COMPANY 8               | 4/09/83 12190.64 |
| EPPOLITO                  | ANTHONY          | PARAMEDIC                      | AMBULANCE 14                   | 11/10/82 108.00  |
| LAGRECA                   | JAMES            | CAPTAIN                        | ENGINE COMPANY 26              | 4/03/81 145.00   |

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(Continued from page 3471)

system (contractor/Chicagoland Trenching, No. 305 Northern Court, Island Lake, Illinois, on the premises known as Chalmers Place (pvt.), Nos. 800, 900 and 1000 blocks of W. Belden Avenue, 2200 and 2300 blocks of N. Fremont Street, N. Kenmore Avenue and N. Sheffield Avenue.

Said building shall be used exclusively for educational 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.

—  
*Henrotin Hospital.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of 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 Henrotin Hospital for renovation of property on the premises known as No. 1025 N. Clark Street.

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

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

—  
REFUND OF FEE.

*Young Men's Jewish Council.*

*Ordered.* That the City Comptroller is hereby authorized and directed to refund the amount of \$75.00 to the Young Men's Jewish Council, No. 30 W. Washington Street, representing payment of license fee for their day care center, No. 957 W. Grace Street, for the current license period ending April 30, 1984.

—  
**Authority Granted for Installation of Water Main at S. Carpenter  
St. Between W. Van Buren St. and W. Tilden St.**

The Committee on Finance submitted a proposed order recommending that the City Council pass the said proposed order transmitted therewith to grant authority to install a water main at South Carpenter Street between West Van Buren Street and West Tilden Street.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--43.

*Nays*--None.

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

The following is said order as passed:

*Ordered.* That the Commissioner of Water is hereby authorized to install a water main in the following street: in South Carpenter Street between West Van Buren Street and West Tilden Street,

275 feet of 8-inch ductile water pipe at the total estimated cost of \$54,471.84, chargeable to Revolving Fund, Reliable Corporation and Economic Development Commission.

The above work is to be done under Order No. 68376.

---

*Placed on File*--COMMUNICATION CONCERNING TAXES TO BE LEVIED  
IN YEAR 1984.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Laborers' and Retirement Board Employees' Annuity and Benefit Fund certifying the amount of taxes required to be levied for 1984.

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said communication was *Placed on File*.

---

*Action Deferred*--ON PROPOSED ORDINANCE AUTHORIZING  
EXECUTION OF CONTRACT ON BEHALF OF CITY WITH  
CHICAGO SHELTERS ADVERTISING, INC., FOR BUS  
SHELTER DEVELOPMENT PROGRAM.

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

CHICAGO, November 23, 1983.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred an ordinance authorizing the execution of a contract on behalf of the City with Chicago Shelters Advertising, Inc. for a Bus Shelter Development Program 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 with no dissenting votes.

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

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

*Whereas*, The Purchasing Agent of the City of Chicago on behalf of the City advertised for proposals for the installation, maintenance of bus shelters, and sale of advertising space thereon under Specification No. 70-81-83A; and

*Whereas*, The Purchasing Agent of the City of Chicago has recommended award of a contract to Chicago Shelters Advertising, Inc.; and

*Whereas*, The award of the contract to the successful bidder, Chicago Shelters Advertising, Inc., will inure to the benefit of the people of the City of Chicago; now, therefore,

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

*Section 1.* The City Council of the City of Chicago hereby concurs with the recommendation of the Purchasing Agent of the City of Chicago to award a contract to Chicago Shelters Advertising, Inc., and authorizes the Mayor, the City Comptroller and the Purchasing Agent, upon review of the Corporation Counsel as to form and legality, to enter into and execute a contract on behalf of the City of Chicago with said Chicago Shelters Advertising, Inc. for the installation and maintenance of bus shelters, and the sale of advertising space thereon. The contract shall be substantially in the form attached hereto as Exhibit A.

Section 2. Chicago Shelters Advertising, Inc. shall supply the requisite performance bond within 13 days from the effective date of this ordinance.

Section 3. This ordinance shall be in full force and effect by and from the date of its passage.

[Exhibit "A" printed on pages 3478 thru 3563 of this Journal.]

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COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL  
LANDMARK PRESERVATION.

---

Authority Granted for Designation of Villa District  
as "Chicago Landmark"

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Council accepts, approved and adopts the recommendation of the Commission of Chicago Historical and Architectural Landmarks, filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the area known as the Villa District, a residential area comprised of 126 family homes and 2 apartment buildings, most of which were built in the period from 1907 through 1922.

SECTION 2. The Villa District is bounded by Pulaski Road on the west, Avondale Avenue on the northwest, Hamlin Avenue to the east, and Addison Street on the south in Chicago, Illinois and legally described as follows:

Lots 1 thru 30 inclusive in Block 5;  
Lots 1 thru 38 inclusive in Block 6;  
Lots 1 thru 20 inclusive in Block 7;  
Lots 1 thru 50 inclusive in Block 8;  
Lots 1 thru 48 inclusive in Block 9;  
Lots 1 thru 48 inclusive in Block 10;  
Lots 1 thru 24 inclusive and Lots 47 and 48 in Block 11;

All in S. E. Gross's Boulevard Addition to Chicago, being Block 4, 11, 18, 19, 20, 21, 27 and 28 together with the north 33 feet of vacated street between Blocks 4 and 5, the vacated street between Block 18, 19, 20, 21, 27 and 28 in Commissioner's Subdivision of the northwest ¼ of Section 23, Township 40, Range 13 East of the Third Principal Meridian, excepting the northwest ¼ of the northwest ¼ thereof and the railroad right of way

is hereby designated as a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64 (f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64 (f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64 (g) of the Municipal Code of Chicago.

SECTION 5. This ordinance shall take effect on and after the date of its passage.

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

(Continued on page 3564)

EXHIBIT A

March 29, 1983

Mr. James P. Arnold, C.P.P.O.  
Purchasing Department  
Department of Purchases, Contracts & Supplies  
Room 400 - City Hall  
Chicago, IL 60602

Dear Mr. Arnold:

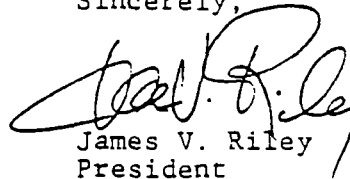
We respectfully submit the following response to your RFP 70-81-83A.

I commend the City of Chicago for recognizing the advantages of a shelter program sponsored by private enterprise, which when properly implemented, can fulfill the community needs for this very useful and welcome civic service.

An effectively administered bus shelter program will also be a significant source of revenue for Chicago.

Thank you for the opportunity of submitting this proposal.

Sincerely,



James V. Riley  
President

~~ACT NO. 58483~~  
SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 70-81-83A

for

BUS SHELTERS

*Required for use by*

CITY OF CHICAGO

Fund - NONE  
Bid Deposit - FIFTY THOUSAND DOLLARS (\$50,000.00)  
Drawings - NONE

BIDS TO BE EXECUTED IN TRIPLICATE

All Signatures to be sworn to  
before a Notary Public

INFORMATION: Sandra L. Schroud, Sr. Specification Engineer, Phone: 744-7285  
Joseph Arneth, Sr. Specification Engineer, Phone: 744-4912

*Issued by*

THE DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES

CITY OF CHICAGO

JANE M. BYRNE  
MAYOR

Form CP 32

SS:JA/nh

JAMES P. ARNOLD, CPPO  
PURCHASING AGENT

## ADVERTISEMENT FOR BIDS

**LEGAL ADVERTISEMENT  
DEPARTMENT OF PURCHASES,  
CONTRACTS AND SUPPLIES**

Chicago, FRIDAY,  
MARCH 4th, 1983

SEALED PROPOSALS will be received by the City of Chicago until 11:00 A.M., CHICAGO TIME, TUESDAY, MARCH 29th, 1983 at Room 401, City Hall, Chicago, Illinois, at which time and place the bids will be opened and read aloud on the following:

SPECIFICATION NO. 75-81-83A  
BUS SHELTERS

Furnish to the City of Chicago, all labor, material, tools & equipment required & necessary for BUS SHELTERS, as specified.  
BID DEPOSIT— \$50,000.00

ALL THE ABOVE TO BE  
EXECUTED IN TRIPLICATE.

All the above according to specifications and contract documents number above on file in the office of this department.

**BID DEPOSITS:**

A proposal shall be accompanied by cash, cashier's check, certified check, or Comptroller's Certificate of monies owed the particular vendor.

All certified or cashier's checks must be drawn on a responsible bank doing business in the United States, and shall be made payable to the order of the City of Chicago. Any proposal submitted without being accompanied by such cash, check or Comptroller's Certificate may be considered informal and be rejected.

Proposals must be submitted upon the forms provided, available in Room 401, City Hall, Chicago, Illinois, with bid deposit shown above in accordance with instructions to Bidders which are a part of the above specifications.

The Purchasing Agent reserves the right to reject any or all bids.

JAMES P. ARNOLD, CPPO  
PURCHASING AGENT

## CONTRACT FOR WORK

### REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Proposals will be received by the Purchasing Agent of the City of Chicago in accordance with Contract Documents as set forth herein.

#### 1. DEFINITIONS

The term "Commissioner" means the Commissioner of the Using Department of the City of Chicago and the term "his duly authorized representative" means any person or persons authorized in writing by the Commissioner to act for the Commissioner in connection with this contract.

The term "Purchasing Agent" means the Purchasing Agent of the City of Chicago whose duties and responsibilities are more particularly described in the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

#### 2. COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

#### 3. EXAMINATION BY BIDDER

The bidder shall, before submitting his bid, carefully examine the proposal, plans, specifications, contract documents and bonds. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the contract and the detailed requirements of construction. If his bid is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions. The city will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in Special Conditions, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

#### 4. BID DEPOSIT

A proposal shall, when required in the advertisement, be accompanied by cash, cashier's check, certified check, or comptroller's certificate of moneys owed the particular vendor, in the amount shown in the advertisement or as may be prescribed herein but not in excess of 10% of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than 10% of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to 10% of his bid. Compliance with the provisions herewith shall be determined in all cases by the Purchasing Agent and his determination shall be final.

All certified or cashier's checks must be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the City of Chicago.

Any proposal submitted without being accompanied by any of the foregoing when required may be considered informal and be rejected. Any proposal accompanied by a bid deposit not properly executed in the opinion of the Purchasing Agent may be rejected.

#### 5. PREPARATION OF PROPOSAL

The bidder shall prepare his proposal in TRIPLICATE on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every

**REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (Continued)**

item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary shall execute three copies of the bid. The Corporate seal shall be affixed to all three copies. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute three copies of the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Purchasing Agent shall be submitted.

If bidder is a sole proprietor he shall execute three copies of the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in Chapter 96, Section 4 et sub. III, Rev. Stats. 1971.

**6. SUBMISSION OF PROPOSALS**

All prospective bidders shall submit sealed proposals in TRIPLICATE in envelopes provided for that purpose in the office of the Purchasing Agent, Room 401, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the Purchasing Agent the bidders shall be responsible for their delivery to the Purchasing Agent before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened.

**7. WITHDRAWAL OF PROPOSALS**

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor shall the successful bidder withdraw or cancel or modify his proposal after having been notified by the Purchasing Agent that said proposal has been accepted by the City.

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of ninety (90) days after said advertised closing time for the receipt of proposals.

**8. COMPETENCY OF BIDDER**

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

**9. CONSIDERATION OF PROPOSALS**

The Purchasing Agent shall represent and act for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Purchasing Agent reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action.

The proposal is contained in these contract documents and **MUST NOT BE DETACHED HEREFROM** by any bidder when submitting a proposal.

**REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (Continued)****10. ACCEPTANCE OF PROPOSALS**

The Purchasing Agent will accept in writing one of the proposals or reject all proposals, within sixty (60) days, or within ninety (90) days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

**11. PERFORMANCE BOND**

When required by the Purchasing Agent the successful bidder or bidders shall, within thirteen (13) calendar days after acceptance of the bidders' proposal by the City, furnish a performance bond in the full amount of the contract on Form P.W.O. 62, a specimen of which is bound herein. Attention is called to the provisions of Section 8-10-13 of the Illinois Municipal Code and to the provisions of Chapter 7-4 of the Municipal Code of Chicago.

**12. FAILURE TO FURNISH BOND**

In the event that the bidder fails to furnish the performance bond in said period of thirteen (13) calendar days after acceptance of the bidder's proposal by the City, then the bid deposit of the bidder, or the amount of the Comptroller's Certificate, as the case may be, shall be retained by the City as liquidated damages and not as a penalty. IT BEING NOW AGREED that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said bond.

**13. INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

**14. CATALOGS**

Each bidder shall submit in triplicate, where necessary, or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

**15. TRADE NAMES**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, or forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

**REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS (Continued)****16. RETURN OF BID DEPOSIT**

The bid deposit of all except the three lowest bidders on each contract will be returned within twenty (20) calendar days after the opening of bids. The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Purchasing Agent has awarded the contract. The bid deposit of the accepted bidder will be returned after proposal has been accepted by the City and the acceptance by the City of satisfactory performance bond where such bond is required.

**17. TAXES**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-740-464K. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply.

The prices quoted herein shall agree with all Federal Laws and Regulations.

**18. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS**

The order of precedence of the component contract parts shall be as follows:

1. General Conditions.
2. Addenda, if any.
3. Special Conditions.
4. Plans or City drawings, if any, which may be a part of this contract requirement.
5. Detail Specifications.
6. Standard Specifications of the City, State or Federal Government, if any.
7. Advertisement for proposals (copy of advertisement to be attached to back of cover).
8. Requirements for Bidding and Instructions to Bidders.
9. Performance Bond, if required.

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

**19. CONTRACTOR'S FINANCIAL STATEMENT**

Each Bidder shall have on file in the office of the Purchasing Agent prior to bid opening a **CONTRACTOR'S FINANCIAL STATEMENT AND CONTRACTOR'S EXPERIENCE QUESTIONNAIRE** dated not earlier than January first (1st) of the current year. This shall be kept on file by the Purchasing Agent as a representative statement for a period of one year only. Forms are available at the office of the Bond and Bid section, Purchasing Department, Room 401 City Hall, or may be procured by addressing a request to the Purchasing Agent, Room 400 City Hall, Chicago, Illinois, 60602. Failure to have a current financial statement on file in the office of the Purchasing Agent at time of bid opening may be cause for the rejection of contractor's Proposal.

**20. NOTICES**

All communications and notices herein provided for shall be in writing, delivered personally or mailed first class, postage prepaid, to the Contractor by name and address listed on the proposal hereof; to the Commissioner of the using department by name and address listed on the cover hereof and to the Purchasing Agent, Room 400, City Hall, Chicago, Illinois 60602.

CONTRACT FOR WORK (Continued)  
**GENERAL CONDITIONS**

**1. NON-DISCRIMINATION**

Contractor, in performing under this contract, shall not discriminate against any workers, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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); and the provisions of 41 CFR Chapter 60.

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

**2. INDEMNITY**

Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City in consequence of the granting of this contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

**3. EMPLOYMENT**

The Contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State or its political subdivisions," approved June 12, 1935, as amended. Attention is called to Chapter 128½, Section 23, Ill. Rev. Stats. 1971.

**4. WAGES**

The Contractor shall comply with "AN ACT regulating wages of laborers, mechanics and other workmen employed under contract for public works," approved June 26, 1941, as amended. Attention is called to Chapter 48, Section 39s, Ill. Rev. Stats. 1971, regarding "General Prevailing Hourly Rates."

**5. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

No contract shall be assigned or any part of the same sub-contracted without the written consent of the Purchasing Agent; but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the contractor, shall cause the annulment of said transfer or assignment so far as the City is concerned.

**GENERAL CONDITIONS (Continued)****6. GUARANTEES & WARRANTIES**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final voucher on the contract is issued.

**7. COOPERATION BETWEEN CONTRACTORS**

Unless otherwise provided in Special Conditions, if separate contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract, and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same improvement. Each contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

The Contractor shall as far as possible arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**8. SUPERINTENDENCE**

The Contractor shall personally superintend the work or shall have a competent person at the site at all times to act for him.

**9. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE**

Plans or drawings mentioned in Requirements for Bidding and Instructions to Bidders or in the specifications shall be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, shall be executed by the Contractor the same as though it were both shown and specified.

**10. PERMITS**

Unless otherwise provided in Special Conditions, the Contractor shall take out, at his own expense, all permits and licenses necessary to carry out the work described in this contract.

**11. MATERIALS INSPECTION AND RESPONSIBILITY**

The City, by its engineering agencies, shall have a right to inspect any material to be used in carrying out this contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Purchasing Agent and shall be replaced by the Contractor at no cost to the City.

Any materials or components rejected shall be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

**12. INSURANCE**

Contractor agrees to keep in force during the life of this contract such insurance policies as listed in Item numbered 13, page 8, Contractors Experience Questionnaire, in addition to insurance requirements that may be contained in SPECIAL CONDITIONS of this contract. Contractor further agrees if requested by the Purchasing Agent to furnish certificates of any or all insurance policies listing the City as a co-insured thereunder within five days after award of contract.

**13. PAYMENT TO CONTRACTOR**

Work performed under this contract is interpreted to include materials to be furnished under this contract which are suitably stored at the site of the work. Unless otherwise provided in Special Conditions, which shall be subject to the provisions of Chapter 26-13 of the Municipal Code of Chicago, the Purchasing

**GENERAL CONDITIONS (Continued)**

Agent may from time to time, in cases where the Contractor shall proceed properly to perform and complete his contract, grant to such Contractor as the work progresses an estimate of the amount already earned.

Waivers from Subcontractors and Suppliers indicating that they have received their share from the Contractor of the previous partial payment to the Contractor must be presented concurrently by the Contractor when he presents an estimate for a partial payment.

All partial payment estimates shall be subject to correction by the final estimate.

The Purchasing Agent may, whenever he shall have reason to believe that the Contractor has neglected or failed to pay any subcontractors, workmen or employees for work performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the contract until said Purchasing Agent shall be satisfied that such subcontractors, workmen and employees have been fully paid, and the reserve sum referred to in the above stated Chapter 26-13 shall not be payable until the Contractor shall have satisfied the Purchasing Agent that all sub-contractors, material men, workmen and employees have been fully paid.

Whenever the Purchasing Agent shall notify the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor shall neglect or refuse for the space of ten days after such notice is given, as above provided for, to pay such subcontractors, workmen and employees, the City may then apply any money due or that may become due under the contract to the payment of such subcontractors, workmen and employees without other or further notice to said Contractor; but failure of the City to retain and apply such moneys, or of the Purchasing Agent to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such subcontractors, workmen or employees upon any bond given in connection with such contract.

Before final payment is made under the contract, and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work performed, tools and plant employed, and material and labor furnished under the contract. The Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the contract have been complied with, and the work has been accepted by the Commissioner, whereupon the City will, at the expiration of 30 calendar days after such completion and acceptance, pay the whole account of money due the Contractor under the contract.

The acceptance by the Contractor of the final payment above mentioned shall operate as and shall be a release to the City from all claims or liability under this contract for anything done or furnished or relating to the work under this contract, or for any act or neglect of the City relating to or connected with this contract.

**14. CHANGES**

The Commissioner may, subject to prior written approval of the Purchasing Agent, if the estimated costs thereof exceeds \$5,000.00, at any time, by written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract if within the general scope. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the contract, an equitable adjustment as may be hereinafter further described in Special Conditions, shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing to the Commissioner and Purchasing Agent within 10 days from the date of receipt by the Contractor of the notification of change unless the Commissioner and the Purchasing Agent grant a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined solely by the Purchasing Agent but nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or material will be allowed.

**15. TIME AND PROGRESS**

It is understood and agreed that TIME IS OF THE ESSENCE OF CONTRACT, and the Contractor agrees to begin actual work covered by this contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this contract within the calendar days stipulated after the date for commencement of work as specified in the written notification to the Contractor from the Commissioner, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Contractor shall submit to the Commissioner for approval, within 5 calendar days after the effective date of this contract, a TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the

**GENERAL CONDITIONS (Continued)**

time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Purchasing Agent may declare this contract in default as provided herein.

**16. PROVISIONS RELATIVE TO DELAY**

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless he, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and Purchasing Agent in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Purchasing Agent for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The Purchasing Agent and the Commissioner will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Mayor, Comptroller and the Purchasing Agent, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

**17. DEFAULT**

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Purchasing Agent shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the Purchasing Agent acting for and on behalf of the City shall, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the Purchasing Agent at his option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force account, or may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City the amount of such excess.

**18. DISPUTES**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Agent, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and binding.

DETAILED SPECIFICATIONS1. SCOPE

The City of Chicago intends to accept proposals for an agreement covering the provision, construction, erection, installations, repair and maintenance of shelters at various bus stop locations within the City of Chicago for a ten-year period.

The agreement shall call for the provision of shelters at City-owned locations and/or at locations on which it has easements, however, where the right to erect shelters is governed by County, State or Federal regulations with reference to right-of-way considerations outside the jurisdiction of the City of Chicago the Contractor shall be solely responsible for obtaining any and all clearances required for placement of shelters at such locations.

2. GRANT OF RIGHT

The City will grant to the Contractor for the term hereinafter described the right to construct, erect, install, repair and maintain shelters at approved bus stop locations throughout the City of Chicago. This right is intended to include both approved existing bus stop locations and those created and approved at any time during the term hereof. The City shall also have the right to install its own shelters at locations of its choice.

The right of the City to erect or to allow another Governmental Jurisdiction to erect Bus Stop Shelters shall not be abridged by this Agreement.

3. FEE PAYABLE TO CITY

In consideration of the right granted, the Contractor shall pay to the City a stipulated percentage fee established under this bid of its monthly gross receipts generated from signs and other visual displays placed upon the shelters by the Contractor.

GROSS RECEIPTS DEFINED:

The term "Gross Receipts" as used herein shall be construed to include all monies paid or payable to and monies received or receivable by the Contractor for sales made and for services provided. The term "Gross Receipts" shall exclude the following:

- a) Advertising agency commission actually paid not to exceed 15% of the customer billing.
- b) Quantity purchase discounts actually allowed.
- c) Any taxes imposed by law which are separately stated to and paid by a customer and directly payable to or by the Contractor.

DETAILED SPECIFICATIONS (cont'd)3. FEE PAYABLE TO CITY (cont'd)

- d) The amount of any sales, use, gross receipts, occupancy or similar taxes (but not income, occupational or property taxes) paid by contractor in connection with its operations under this agreement.

In accordance with the above, all advertising rates of Contractor shall be established by a published rate schedule filed 30 days in advance of effect with the City of Chicago and approved prior to the offering to the public. Said rate schedule may contain provisions for quantity purchase discounts and special short term rentals providing they are in general accord with established industry practice and rate scales. Inducements to attract advertisers are to be considered as sales promotion and shall be within the limits prescribed in the published rate schedule or, if not falling within the rate schedule, shall be approved in advance by the City on an exception basis.

It is the intent of the City to afford the Contractor as much flexibility as possible in attracting customers and increasing the overall revenue from advertising sold. The City, however, must be apprised of the Contractor's actions in advance.

The Contractor shall, upon demand, provide copies of all advertising contracts, advertising agency transmittals of revenues and/or any documentation which would satisfy the City as to the exact volume of advertising business generated by the shelters within the City of Chicago including commissions paid, quantity purchase discounts and any and all taxes paid to or by the Contractor.

The City agrees that it shall not charge any additional licensing fees to the Contractor or impose additional taxes or tariffs upon the Contractor with respect to the revenues that the Contractor may derive from the sale of advertising with respect to the shelters, it being expressly understood and agreed that the percentage fee described herein is intended as the sole monetary consideration to be received by the City hereunder.

4. DUTIES AND OBLIGATIONS OF CONTRACTOR

The contractor shall do each of the following at its sole expense with respect to the erection of shelters at various bus stop locations throughout the City of Chicago.

- a) To erect such shelters using the types of materials in accordance with the plans and specifications set forth in the proposal and approved by the City as meeting the requirements of the area master plan as it may be amended from time to time.
- b) To inspect, clean, repair and otherwise maintain the shelters on a scheduled basis as shall be detailed in Exhibit "A" contained herein, and as may be amended jointly by the City and Contractor to meet changing criteria as required.

DETAILED SPECIFICATIONS (cont'd)4. DUTIES AND OBLIGATIONS OF CONTRACTOR (cont'd)

- c) To illuminate the shelters, except in locations specified by the City, from sunset to sunrise throughout the year or for a shorter period as determined solely by the City. All electric meter, underground service lines and disconnect locations to be installed as approved by the City of Chicago.
- d) To remove each of the shelters previously erected at the conclusion of the term of this agreement in the event the City declines termination options as provided for elsewhere herein, restoring all property, sidewalk, curb, etc. affected by the installation to a condition satisfactory to the City.
- e) To solicit and obtain suitable advertising clients who desire to advertise products or services through the advertising panels on the shelters in question in order to maximize advertising receipts from same.
- f) To restore City property to City Specifications, i.e. full sections of sidewalk, etc. Contractor assumes responsibility for broken roof drains and/or underground services.
- g) Contractor is to provide safe passage for vehicles, pedestrians, etc., at all time during construction.

5. CLAIMS-CITY HELD HARMLESS

The Contractor shall hold the City harmless from any and all claims filed or asserted against the City out of the installation, maintenance or operation of the shelters.

6A. INSTALLATION OF SHELTERS

The Contractor agrees to install not less than 250 shelters at existing bus stop locations within the City during the first 6 months of the term of this agreement. Thereafter, the Contractor shall have the right, but not the obligation, to install additional shelters at various bus stop locations from time to time. Notwithstanding the foregoing, the City requires that the Contractor submit written request 30 days in advance with respect to proposed shelter locations and the City further reserves the right to withhold its approval as to the installation of shelters at particular locations if the City should determine in its sole discretion, that one or more proposed locations are unsuitable.

Nothing contained in the paragraph 6 or any other provision of this agreement shall be construed so as to require the Contractor to construct and install more than 500 shelters in the City of Chicago during the term hereof. After the installation of the first 250 shelters the Contractor shall meet with the City from time to time to discuss other possible sites for additional shelters. Proposals in response to these specifications shall include at least 250 proposed locations for the City's initial consideration.

DETAILED SPECIFICATIONS (cont'd)

68. The Contractor agrees to modify 488 existing shelters currently owned by the City in various locations with lighted advertising panels similar in design to those in the new shelter structures. The design of these modified panels should be conducive to the design of the existing shelter will be responsibility of the Contractor in the same manner as the new shelters. All modified shelters will be subject to the same terms and conditions under this contract as new shelters referred to herein.

7. OWNERSHIP OF SHELTERS

The City agrees that the contractor shall retain sole and exclusive ownership of the shelters erected pursuant to the provisions hereof and agrees further that such shelters may be removed by the Contractor upon termination of this agreement for any reason, subject to the Contractor's obligation to restore the sidewalks, walkways or curbs to which existed prior to the installation of same and such possession options retained by the City and detailed in these specifications. Nothing contained in this paragraph 7 or in any other provisions of this agreement shall be construed as creating an ownership interest in the Contractor with respect to any sidewalks, walkways or curbs to which the shelters are temporary attached. Contractor's obligation is to restore full sections of sidewalk, walkways, curb and gutter, landscaping, sprinkler systems and remove all underground electrical installation, etc., upon termination of contract.

The Contractor shall be responsible for all shelters placed in his care and custody by the City of Chicago during the term of this contract. The City anticipates all existing shelters will be the special responsibility of the Contractor.

8. CONTINUING MAINTENANCE OBLIGATION

The Contractor shall maintain all of the shelters under program in good repair acceptable to the Department of Streets and Sanitation or designee as appointed by the City of Chicago and shall be responsible for the cleaning, repairing or replacement of all parts thereof, including advertising materials, signs and visual displays placed upon the shelters by the Contractor. However the Contractor shall not be responsible for the maintenance or repair of any sidewalks, walkway or curb to which the shelters are attached, unless such sidewalk, walkway or curb shall have been damaged through the acts or omission of the Contractor, his agents, servants, subcontractors or employees.

9. RIGHT OF CONTRACTOR TO REMOVE INDIVIDUAL SHELTERS

Except as provided for in this paragraph 9, the Contractor shall not remove any shelters installed at a bus stop location during the term thereof without first having obtained written consent of the City. The Contractor shall have the right to petition the City for removal of individual shelters in the event that a particular location is no longer used as a bus stop or that a shelter has been subjected to "chronic vandalism".

DETAILED SPECIFICATIONS (cont'd)9. RIGHT OF CONTRACTOR TO REMOVE INDIVIDUAL SHELTERS (cont'd)

For purposes hereof, the phrase "chronic vandalism" shall be defined as damages inflicted to an individual shelter during any six (6) month period, which require cumulative expenditures for replacements and repair that exceed 50% of the cost of construction and installation of the shelter. Where it has been determined that the chronic vandalism alleged has been caused by a design fault which is reasonably correctable, the City reserves the right to withhold permission for removal from the specified site. The City also reserves the right to require the Contractor to remove on thirty (30) days written notice. Contractor shall keep written record of all vandalism to Bus Stop Shelters for City review on demand.

10 PAYMENT OF FEES AND ACCOUNTING

All monies to be paid to the City in the form of fees provided for in paragraph 3 above shall be paid in the following manner:

- a) The Contractor shall provide the City with unaudited quarterly reports concerning gross advertising receipts derived from the shelters installed in the City within twenty (20) days after the conclusion of each calendar quarter after contract inception. Each such quarterly report shall be accompanied by the Contractor's check representing the stipulated percentage fee of the gross advertising revenues derived during the calendar quarter in question. The acceptance of such check by the City shall in no event constitute a waiver of estoppel by the City of its rights to challenge the accuracy of the quarterly report in question or to examine the books and records as provided for below.
- b) In addition to the aforementioned quarterly reports, the Contractor shall submit to the City certified annual statements of gross advertising receipts no later than ninety (90) days following the conclusion of each Contractor Fiscal Year. Such reports are to be certified by a certified public accounting firm acceptable to both the Contractor and the City.
- c) Notwithstanding the foregoing, the City shall have the right, if it so elects, to examine the books, records, documents and papers of the Contractor which relate to the preparation of the quarterly report and annual reports described above in order to verify the accuracy of the figures contained therein. The Contractor shall maintain such books, records, documents and papers for at least two (2) years after the termination or expiration of this agreement.

DETAILED SPECIFICATIONS (cont'd)10. PAYMENT OF FEES AND ACCOUNTING (cont'd)

- c) Access to same shall be freely granted to the City by the Contractor upon reasonable notice and during normal business hours. All records covering the City of Chicago Agreement shall be kept within Cook County, Illinois during the contract term and for a ninety (90) day period thereafter.

11. TERM OF THE AGREEMENT

This agreement shall become effective upon execution and shall remain in force and effect for a period of ten (10) years from date of execution. This contract may be extended for an additional five (5) year period by mutual agreement between the City and the Contractor. Negotiations for extension of contract must be initiated by one of the parties not less than twelve (12) months prior to expiration date.

12. POSSESSION OF SHELTERS BY CITY

At the conclusion of the term of this agreement, the City shall have the sole and exclusive right to elect one of the following alternatives:

- a) All shelters erected become the sole property of the City of Chicago with no further obligation of the Contractor.
- b) Require the Contractor to remove all shelters, or any portion thereof as requested by the City, that have been constructed by the Contractor, as well as the removal of any modifications to shelters originally constructed by the City, in accordance with the provisions of paragraph 7 above.

The City shall provide the Contractor with written notice of the option elected at least forty-five (45) days prior to the termination date hereof.

13. RIGHT OF CITY TO CAUSE REMOVAL

The City retains the right to cause removal by the Contractor on thirty (30) days written notice of specific shelters at its discretion in order to facilitate construction at or near the shelter site or for other reasons which may affect the safety and welfare of the City; or if the City at its discretion determines that the site is no longer suitable. The City also reserves the right to withhold permission for re-installation at a given site if re-installation is deemed not in the best interest of the City. However, where possible, the City will offer an alternate site acceptable to the Contractor for any locations so eliminated.

DETAILED SPECIFICATIONS (cont'd)14. CANCELLATION BY CITY

Notwithstanding anything contained elsewhere herein, the City shall have the unilateral right to cancel and terminate this agreement in the event that the Contractor becomes insolvent by being unable to pay its debts when they become due or by having the amount of its liabilities exceed the amount of its assets, or if the Contractor commits an act of bankruptcy, makes a general assignment for the benefit of creditors, or if there is filed by or against the Contractor a voluntary or involuntary petition in bankruptcy or for the appointment of a receiver, or if there commences under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, proceedings for the Contractor's relief or for composition, extension, arrangement or adjustments of any of Contractor's obligations which proceedings are not withdrawn or dismissed within ninety (90) days after the filing of or the entry into same, or the Contractor's business is discontinued as a going concern or if the Contractor is in violation of the terms of this agreement or if the City determines that continuance of the agreement is not in the best interests of the City of Chicago, or if the agreement is found lacking in legal basis by a court of competent jurisdiction.

15. CANCELLATION FOR CAUSE

Neither party shall attempt to terminate or cancel this agreement whether by court action or otherwise, without first having provided the other party with thirty (30) days written notice of any alleged violation hereof together with a demand that such violation be cured except for those violations detailed in paragraph 29 of these specifications.

16. DEFAULT

The contractor shall not be held in default of this agreement by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, wars and other emergencies making performance impossible or illegal.

17. AGREEMENT NOT ASSIGNABLE

This agreement shall not be assignable by the Contractor without the express written permission of the City of Chicago, through formal amendment.

18. COOPERATION BY CITY IN OBTAINING NECESSARY APPROVALS

The City agrees to cooperate with the Contractor in his efforts in obtaining City, County, State or Federal approvals or licenses that may be required as a condition of installing the proposed shelters at bus stop locations within the City. The cost of obtaining any such permits or licenses shall be borne by the Contractor. Responsibility for applying for and obtaining such approvals, permits and licenses remains the sole and prime responsibility of the Contractor.

19. SHELTER CONSTRUCTION

Shelters shall be constructed in such a manner as to meet all applicable City, County and Area building codes. Every shelter design provided to the City shall be accompanied by plans sealed by a Professional Engineer licensed in the State of Illinois. Any plans submitted with the proposal of this bid shall likewise be sealed by a Professional Engineer of the State of Illinois.

DETAILED SPECIFICATIONS (cont'd)20. UTILITY HOOK-UP, ELECTRICITY

Contractor is responsible for all hookups to power sources and the payment for any energy consumed by the shelter's lighting source. Prior to City acceptance of shelter as in place and ready for use, the Contractor shall provide evidence that all power charges for the shelter will be the responsibility of the Contractor.

Electrical hook-ups may be made into existing street lighting circuits. These circuits are 240 volt parallel circuits. All hook-ups are to be made to mechanical. Access points (either street light bolt bases or mechanical terminals, either existing or new). Where appropriate, conduit may be laid by trenching rather than replacement of the entire concrete slab.

21. SHELTER DESIGN

Shelters shall be designed to reflect the neighborhood in which they are placed including such design requirement as may be determined by the needs of various areas of the City now undergoing or planning to undergo, during the contract term, economic development and commercial area re-design. The City reserves the right to final approval for the design of shelters proposed for the several areas of the City and shall make every reasonable effort to allow design concepts which will meet the needs of the area under consideration without unusual expense to the Contractor over and above construction costs of the shelters normally proposed for municipalities. Contractor to provide for adequate surfacing of concrete or other approved material in area of shelter and extending to an existing sidewalk or curb and gutter. All material to be approved by the City.

23. ADVERTISING SPACE

Advertising space on the shelters shall be limited to one inserted double faced panel, approximately 48" x 69", either end or back of the shelter proposed. Advertising panel shall not be a supporting member of the shelter. In addition, the City reserves the right to approve prior to display any and all advertising copy placed in the shelters, such approval or disapproval to be granted by the Purchasing Agent or his authorized representative and shall not be unreasonably withheld. Advertising will be judged by the City, using the following criteria.

Acceptability to the community at large.

Acceptability to the specific area in which displayed.

The manner in which the message is presented.

Advertising meets requirement of all ordinances.

Contractor shall make available up to 5% of all advertising space for use by the City in City-Oriented public service messages and/or for such general public service messages as may be approved by the City.

DETAILED SPECIFICATIONS (cont'd)23. ADVERTISING SPACE (cont'd)

In addition to the above, Contractor agrees to provide at no cost to the City, up to 5% of the total number of shelters provided for use at locations to be determined by the City, such shelters to contain no Contractor advertising but with the provision for possible placement of advertising panels containing messages of a public service or tourism-oriented nature at the City may deem in its best interests. Should panels be requested by City, they will be provided at no cost. All shelters so provided shall be included in the contract as a part of the Contractor's responsibility in the same manner as all other shelters provided.

24. SHELTER SIZE

Shelter size shall be commensurate with the location at which the shelter is proposed. In no event shall the shelter encroach upon the sidewalk to an extent that public walk space is unreasonably restricted such as to pose a pedestrian or traffic hazard and shall be totally accessible to, and allow passage around, by wheelchair traffic. Specific locations shall be approved in advance by the Planning and Engineering Divisions of the City of Chicago. Shelters shall be generally of the size in use in other area municipalities 13 feet long by 8 feet high by 4 feet deep. The City, in its review of the designs submitted, shall make such exceptions as deemed warranted by the location, design and contemplated in these specifications.

25. BENCHES

The City may elect to have benches provided in all or some of the bus shelters proposed for use in the City of Chicago. Benches shall fall under the same building code requirements as for the overall structure as well as fall within design standards which may be imposed on the shelters themselves as discussed elsewhere in these specifications.

26. BASIS OF AWARD

- A) The Purchasing Agent reserves the right to award a contract as he may deem is in the best interest of the City.
- B) The intent of this specification is to award a single contract.
- C) Canvassing of bids will include the most acceptable design(s) and the combines highest percentage of return to the City of Chicago for the 500 new shelters and the 488 modified existing shelters.
- D) Bidder shall submit, as part of his bid proposal package, a schedule of rates (Rate Card) for advertising space, applicable for the first year of the contract.

The award procedure shall be as follows:

After opening bids, all proposals received shall be reviewed by an administrative committee or committees established by the Purchasing Agent for the design, concept, and revenue features. After this review, those bidders who have been determined by the committee(s) to have a program basically acceptable to the City shall make a thirty (30) minute oral presentation before the committee. This committee shall then make its recommendation(s) to the Purchasing Agent for subsequent presentation to the City Council for their approval.

DETAILED SPECIFICATIONS (cont'd)27. SURETYA. BID DEPOSIT

A Bid Deposit (See Page R-1), in the amount of \$50,000.00 made payable to the City of Chicago shall accompany each proposal. The deposit of all bidders will be retained until after the award of the successful bidder is made.

B. FAILURE TO EXECUTE

Failure to accept the award and file an acceptable bond as provided herein within thirty (30) days after award shall be just cause for annulment of the award and the forfeiture of the bid deposit to the City, not as a penalty but in liquidation of damages sustained, provided the fault is not that of the City. Award may then be made to the next highest responsible bidder acceptable to the City.

C. PERFORMANCE BOND

A performance bond in the amount of \$500,000 renewable annually, will be required of the successful bidder.

The form of the bond shall be approved by the City Attorney and shall be a corporate surety bond by a surety company acceptable to the City and licensed to do business in the State of Illinois, conditioned for the faithful observance by the bidder of all the terms and conditions imposed by accepting this contract.

28. MAINTENANCE SHELTER CONDITION

The Contractor shall at all times maintain the shelters in a clean and presentable condition acceptable to the City, property owners in the vicinity, and the general public; the City being the final judge of the criteria of acceptability.

Should shelters be deemed unacceptable, the City shall intervene. Such intervention shall occur 24 hours after written notice is delivered to an agent of the Contractor who shall reside in Cook County, Illinois. Contractor's failure to correct the conditions within 24 hours of receipt of notice will result in the City taking immediate remedial action. All costs incurred by the City in correcting unacceptable conditions shall be charged to the Contractor who shall reimburse the City within ten (10) days of receipt of the City invoice covering the charges.

It is the intent of the City to impress upon the Contractor the need for continual maintenance of the shelters in as clean and presentable condition as possible. Interventions by the City to correct which occur more than three times for any given shelter or more than ten (10) times for all shelters during a sixty (60) day period shall be considered a default of contract. See Exhibit A, specifications for cleaning shelters.

DETAILED SPECIFICATIONS (cont'd)29. INSURANCE/PERFORMANCE BOND INFORMATION REQUIRED OF BIDDERS

Bidders are advised that the City will require evidence of their ability to obtain required insurance as well as evidence of their ability to provide the performance bond required. This information shall be included with the proposal and shall be in the form of a letter from the bidder's carrier or agent identifying proposed coverages, types of coverage and names of companies providing such coverage.

30. INSURANCE REQUIREMENTS

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection therewith. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract, including extra work in connection therewith -

Maintain Workmen's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Illinois, to protect themselves from any Liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work. Products and completed operations to be specifically included.

Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Illinois and these companies must have a rating of at least A:X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

Proof of Independent Contractors (OCP) must be provided naming the City as an insured for this specific job.

DETAILED SPECIFICATIONS (cont'd)ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and save harmless agreement.

"The Contractor hereby agrees to indemnify and save harmless the City of Chicago, a municipal corporation, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property for others in and up to the amount of \$1,000,000.00 for each occurrence with an aggregate of \$1,000,000.00 per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Contractor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Chicago, its officers, agents and employees, as determined by a court of competent jurisdiction. The Contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Chicago.

It is understood and agreed that

CHICAGO SHELTERS ADVERTISING, INC. (FIRM NAME)

is at all times herein acting as an independent Contractor."

Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Contractor, before work is started, with the Purchasing Agent. The certificate must state bid number and title.

The Contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the Purchasing Agent.

DETAILED SPECIFICATIONS (cont'd)ENDORSEMENT (Cont'd.)

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other Section or Provisions of this contract.

The minimum limits of General Liability Insurance are prescribed as follows:

| <u>Bodily Injury</u>             | <u>Property Damage</u>   |
|----------------------------------|--------------------------|
| 100,000 for injury to one person | \$100,000 per occurrence |
| 300,000 per occurrence.          |                          |

The minimum limits of Automobile Liability are prescribed as follows:

| <u>Bodily Injury</u>               | <u>Property Damage</u>  |
|------------------------------------|-------------------------|
| \$100,000 for injury to one person | \$50,000 per occurrence |
| \$300,000 per occurrence           |                         |

Contractual Liability < General and Automobile Liability -  
\$1,000,000 Total.

Umbrella Excess Liability and all Primary Coverages to total  
\$1,000,000.

The Contractor shall take note of the Save Harmless Agreement contained in this contract, and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Chicago under the Save Harmless Agreement from any and all claims arising out of this contractual operation.

The City shall be named as additional insured on the Automobile Liability policy with proof to be stated on the Certificate provided to the City and this coverage to be primary to all other coverage the City possesses.

Further, the Contractor will notify his insurance agent without delay of the existence of the Save Harmless Agreement contained within this contract, and furnish a copy of the Save Harmless Agreement to the insurance agent.

DETAILED SPECIFICATIONS (cont'd)SUPERVISION

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision, inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of his own employees.

CONTRACTS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractor shall be as fully responsible to the City for the acts and omission of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor during the term of the contract, and the Contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

31. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERSOCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc., contained in his bid meets all O.S.H.A., requirements. Bidder further certified that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. required in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

INFRINGEMENT OF PATENT RIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, or any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee or owner, or lawfully entitled to sell same.

DETAILED SPECIFICATIONS (cont'd)32. PREPARATION OF PROPOSALA. Proposal Submission - SEE PAGE R-1, REQUIREMENTS FOR BIDDING

The proposal form shall be deemed an offer which may be accepted by the City of Chicago within the time prescribed in the requirements for bidding.

Proposal forms are furnished in sets of 4. Three copies of the proposal shall be submitted to the Purchasing Agent properly signed in ink and submitted in a sealed envelope on which shall be shown the name of the bidder, bid opening date, and name and bid number of the proposal.

B. Evidence of Ability

Each bidder shall be required to furnish with his proposal satisfactory evidence that he is qualified to perform the services contemplated hereunder. Such evidence shall include:

1. The bidder's performance record. Each bidder shall be required to show evidence that he has a bus shelter program already in existence in a City that has a population over 250,000.
2. An itemized list of his current and proposed equipment as to type and condition.
3. His current financial statement as prepared by a certified or public accountant as well as both local and current credit statements as prepared by a certified or public accountant.
4. Each bidder shall be required to furnish with his proposal an irrevocable \$1,000,000 letter of credit.

## C. Before submitting this proposal each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from his obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Contractor.

## D. If the bidder is a corporation, the proposal (and addenda, if any) shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation with the designation of his official capacity. The signature shall be attested properly. The proposal shall show the State in which the corporation is chartered. If it is a foreign corporation, the proposal shall show whether or not it is licensed to transact business in Illinois.

DETAILED SPECIFICATIONS (cont'd)33. REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations or additions not called for, conditional or alternate bids not called for, or that are irregular in any way, or proposals otherwise regular which are not accompanied by the required deposit specified herein before, may be rejected as informal or insufficient. The City, however, reserves the right to waive technical errors and informalities as may be deemed best for the interest of the City.

Among the factors which may be considered as determining the responsibility of a bidder and the acceptance or rejection of his proposal are the following:

- A. More than one proposal from an individual firm or corporation under the same or different names.
- B. Evidence of collusion among bidders, or that any bidder has been found guilty of collusion in former dealings with the City.
- C. Lack of qualifications as revealed by statements required as to financial condition, experience and available equipment.
- D. Unsatisfactory performance record as shown by former dealings with the City of Chicago or others. The City shall be the sole judge of performance.

34. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that he has the necessary facilities, ability and financial resources, to furnish the service as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the Purchasing Agent to satisfy himself beyond any doubt as to his qualifications. Failure to qualify according to the foregoing requirements will justify the City in rejecting his bid.

35. EXCEPTIONS TO SPECIFICATION

Bidders taking exception to any part or section of these specifications shall indicate such exceptions on their proposal. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written.

36. ACCEPTANCE OR REJECTION OF BIDS

The City of Chicago reserves the right to reject any and all bids, to waive technical defects, and to accept or reject any part of any bid as the best interest of the City of Chicago may require.

DETAILED SPECIFICATIONS (cont'd)37. RELATION OF CITY

It is the intent of the parties hereto that the vendor shall be legally considered as an independent Contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said vendor, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

38. TERMS

All terms, conditions and provisions of the contract must be strictly observed in addition to the general conditions herein described.

39. LAWS AND REGULATIONS

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all Local, State and Federal Laws and Regulations.

40. ADDITIONAL INFORMATION

Questions regarding these specifications must be in writing and submitted to:

Office of the Purchasing Agent  
Room 400 - City Hall  
Chicago, IL 60602

Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal addenda only.

Exhibit "A"

SPECIFICATION FOR CLEANING SHELTERS1. GENERAL

- A. Furnish all labor, materials, services, and equipment required to clean 988 Passenger Shelters at various locations throughout the City of Chicago.

2. SCOPE OF WORK

- A. The work of this specification includes all kinds of cleaning operations required to keep the shelters in usable and attractive condition which operations are to be carried out in accordance with the schedules and standards hereinafter specified.
- B. Contractors shall furnish as many cleaning crews as necessary to perform the work as specified. Each cleaning crew shall consist of one or more persons and shall be equipped with a truck in which to travel from shelter to shelter and to transport all supplies and equipment needed for the work. This will include water, cleaning agents, brushes, mops, sponges, chamois, broom, shovel, ladders, buckets, trash containers and all other items which may be required to perform the work.

3. TIME OF WORK

- A. It is contemplated that Company may operate more than one shift per day. The hours, duration number of shifts will be at Company's discretion. However, where so directed by the City, cleaning will not be done at selected shelters during weekday rush hours which are: 7:00 to 8:30 A.M. to 4:30 to 6:00 P.M.
- B. When work is performed during hours of darkness, Company must provide each crew with portable flood lighting sufficient to insure thorough cleaning of shelters.

4. FREQUENCY OF CLEANING

- A. Regular cleaning work will be performed in accordance with either the Normal Schedule or the Winter Schedule as described in the following Schedule of Cleaning Tasks. Winter Schedule will be used during fourteen (14) weeks in the winter season when weather conditions inhibit normal operations and require a change in cleaning regimen. This schedule will go into effect on or about December 1 and continue for the succeeding fourteen (14) weeks.
- B. Intermittent cleaning work will be performed on a different schedule as indicated in the Schedule of Cleaning Tasks..

SPECIFICATION FOR CLEANING SHELTERS (Cont'd.)SCHEDULE OF CLEANING TASKS

| <u>Work Items</u>              | <u>Normal Schedule*</u> | <u>Winter Schedule</u> |
|--------------------------------|-------------------------|------------------------|
| Regular Cleaning Work          |                         |                        |
| 1. Wash all glass and aluminum | Weekly                  | Bi-Weekly              |
| 2. Wash roof (exterior)        | Weekly                  | Bi-Weekly              |
| 3. Clean seat and rails        | Weekly                  | Bi-Weekly              |
| 4. Clean pavement              | Weekly                  | Bi-Weekly              |

\*At 20% of shelter locations, as selected by RTA, the cleaning will be performed at twice the stated frequencies.

Intermittent Work

|                                        |                           |
|----------------------------------------|---------------------------|
| 1. Wash ceiling (interior)             | Spring, Summer, Fall----- |
| 2. Wax roof (exterior),<br>metal, wood | Spring, Summer, Fall----- |
| 3. Clean out gutter                    | Spring, Fall -----        |

5. CLEANING PROCEDURES

- A. In general, Company shall thoroughly clean each part of the shelter and provide certain protective coatings at intervals set forth in the Schedule of Cleaning Tasks. The method of cleaning may vary somewhat according to the season of the year and according to the type of equipment available for use. Washing and rinsing operations may be performed by hand using brush, mop, sponge or cloth; or they may be done by jet spray applied with or without cleaning agent. In any case, the washing action must be sufficient to remove dust, soot, salt, spray and other deposits on the surface of the shelter, without scratching or otherwise damaging such surfaces.
- B. Special solvents and cleaning effort shall be used as required to remove greasy substances, bug residue, bird droppings, chewing gum, food products, stickers, or magic marker graffiti as part of the washing operation. However, no acetone or MEK type solvents shall be used on plastic roof domes or on poly-carbonate glazing materials which might cause permanent damage to the finish of the material.
- C. Company shall furnish a statement describing the specific methods, materials and steps he proposes to use in performing this contract. As a minimum, the following requirements will be met:
  1. Glass will be washed with a tri-sodium phosphate or liquid detergent solution, and rinsed with clear water. Excess water will be removed with a squeegee and chamois leaving surfaces crystal clear.
  2. Anodized aluminum surfaces will be washed and rinsed with the windows and wiped down with cloth, chamois or sponge to leave a clean and unstreaked surface.

SPECIFICATION FOR CLEANING SHELTERS (Cont'd.)6. CLEANING PROCEDURES (Cont'd.)

- C. 3. Wood seats and rails will be washed with TSP or detergent, rinsed and wiped dry. This clause would only be pertinent where and if applicable based on shelter design.
4. Plastic roof domes will be washed with detergent, rinsed and wiped down.
5. Concrete pavement within and up to three (3) feet surrounding the shelter will be swept with a pushbroom to remove trash, dust and soil. It will then be flushed with water which will be broomed into the gutter. Flushing will be omitted when temperature is below 35°.
6. Metal, wood and plastics surfaces will be waxed at specified intervals.
7. Roof gutters and scuppers will be cleaned out at specified intervals.
8. Loose snow will be removed from within the shelter at each visit and a path will be shoveled from the shelter to the street and from the shelter to the sidewalk pathway.
9. Whenever the temperature is below 35° Fahrenheit, salt will be spread within the shelter at the conclusion of the visit to prevent freezing of wash water and/or to melt packed snow and ice.
10. Portions of the shelter exterior which are from time to time inaccessible due to drifted or plowed snow may be omitted from the cleaning operation at such times.
11. Whenever the temperature is below 35° Fahrenheit, alcohol shall be added to the water to prevent freezing. When the temperature is below 10° Fahrenheit, all work will be suspended.

7. PLANNING AND REPORTING

- A. Company shall provide a set of sturdy information cards for each shelter to be cleaned. The cards will show:
  1. The location of the shelter.
  2. The size (type) of shelter
  3. A.M. or P.M. rush hour exclusion options.
  4. The regular cleaning tasks required (per specification).
  5. The intermittent cleaning tasks required (per specification).

SPECIFICATION FOR CLEANING SHELTERS (Cont'd.)7. PLANNING AND REPORTING (Cont'd.)

6. Indication of options for Normal or Winter Schedule, regular or accelerated schedule.
7. Various repair tasks which may need to be reported.
8. Identification of the crew performing the cleaning work.
9. Date cleaning work performed.
8. Company's supervisory personnel shall assemble cards for the various shelters assigned each day to each crew and this shall be used by the crew as the guide for the work of the day. The cards shall be marked by Company's supervisory personnel to show whether normal or winter schedule shall be observed and what intermittent tasks are to be performed on this visit.
- C. At each shelter the work crew will check off each task called for on the information card as the work is performed and will check off any items of repair work which are observed to be needed. The crew will return all cards to Company's supervisory personnel at the end of the day's work so that incompleted work can be reassigned and to provide an information base for subsequent detailed analysis of contract performance and cleaning activity.
- D. Completed cards after review by Company for current staff performance and next day's scheduling requirements will be assembled and turned over to City for processing.

## EXHIBIT "B"

| <u>LOCATION</u>                       | <u>DIRECTION</u> | <u>LOCATION</u> |
|---------------------------------------|------------------|-----------------|
| Achsah Bond Dr. at Planetarium        | WB               | -               |
| Adams at Campbell                     | WB               | NS              |
| Adams at Riverside Plaza (6 Shelters) | EB               | NS              |
| Addison at California                 | EB               | NS              |
| Addison at California                 | WB               | NS              |
| Addison at Cumberland                 | -                | T               |
| Addison at Damen                      | EB               | NS              |
| Addison at Damen                      | WB               | NS              |
| Addison at Kennedy Expy.              | EB               | NS              |
| Archer at Austin                      | EB               | NS              |
| Archer at Halsted                     | SWB              | NS              |
| Archer at Lawler                      | NEB              | MT              |
| Archer at Mulligan                    | NEB              | NS              |
| Archer at Neva                        | -                | T               |
| Archer at Pulaski                     | NEB              | FS              |
| Archer at Throop                      | WB               | NS              |
| Armitage at Pulaski                   | EB               | NS              |
| Ashland at Archer                     | NB               | NS              |
| Ashland at Archer                     | SB               | NS              |
| Ashland at Belmont                    | SB               | NS              |
| Ashland at Cermak                     | SB               | NS              |
| Ashland at Cortland                   | SB               | NS              |
| Ashland at Division                   | SB               | NS              |
| Ashland at Grand                      | SB               | NS              |
| Ashland at Lincoln                    | NB               | NS              |
| Ashland at Milwaukee                  | NB               | NS              |
| Ashland at Polk                       | SB               | NS              |
| Ashland at Polk                       | NB               | NS              |
| Ashland at 57th                       | NB               | NS              |
| Ashland at 68th                       | NB               | NS              |
| Austin at Chicago                     | NB               | FS              |
| Austin at Chicago, Oak Park           | SB               | FS              |
| Austin at Erie, Oak Park              | SB               | FS              |
| Austin at Lake                        | NB               | NS              |
| Austin at Madison                     | SB               | FS              |
| Austin at Madison, Oak Park           | SB               | FS              |
| Austin at South Blvd., Oak Park       | SB               | FS              |
| Avenue "O" at 116th                   | NB               | MT              |

| <u>LOCATION</u>                               | <u>DIRECTION</u> | <u>LOCATION</u> |
|-----------------------------------------------|------------------|-----------------|
| Bellwood at Harrison, Bellwood                | NB               | NS              |
| Belmont at Campbell                           | WB               | NS              |
| Belmont at Cumberland,<br>River Grove         | -                | T               |
| Belmont at Kimball                            | -                | T               |
| Belmont at Plainfield<br>(Boyle), River Grove | EB               | FT              |
| Belmont at 77th Avenue<br>(Overhill)          | EB               | NS              |
| Blue Island at Western                        | EB               | FS              |
| Blue Island at Western                        | WB               | NS              |
| Broadway at Ardmore                           | NB               | NS              |
| Broadway at Catalpa                           | SB               | NS              |
| Broadway at Granville                         | SB               | NS              |
| Broadway at Montrose                          | SB               | NS              |
| Broadway at Victoria                          | SB               | NS              |
| Bryn Mawr at Paulina                          | EB               | NS              |
| Caldwell at Central                           | -                | T               |
| California at Hirsch                          | SB               | NT              |
| California at Marquette<br>(67th)             | NB               | NS              |
| California at Ogden                           | SB               | NS              |
| California at Roscoe                          | -                | T               |
| California at 26th                            | NB               | NS              |
| California at Approx.<br>3026 South           | NB               | MB              |
| California at 51st                            | SB               | NS              |
| California at 69th                            | NB               | NS              |
| Canal at Randolph                             | NB               | NS              |
| Canterbury at Balmoral<br>Westchester         | WB               | NS              |
| Central at Bloomingdale                       | NB               | NS              |
| Central at Cowper, Evanston                   | EB               | MB              |
| Central at Corcoran Place                     | NB               | NS              |
| Central at Grand                              | NB               | Bridge          |
| Central at Grand                              | SB               | Bridge          |
| Central Street at Green Bay,<br>Evanston      | WB               | FS              |

| <u>LOCATION</u>                                     | <u>DIRECTION</u> | <u>LOCATION</u> |
|-----------------------------------------------------|------------------|-----------------|
| Central at Harrison                                 | -                | T               |
| Central Street at Hartrey,<br>Evanston              | EB               | NS              |
| Central Street at Poplar,<br>Evanston               | EB               | NS              |
| Cermak at Archer                                    | WB               | NS              |
| Cermak at East, Berwyn                              | EB               | NS              |
| Cermak at Halsted                                   | WB               | NS              |
| Cermak at Home, Berwyn                              | EB               | NS              |
| Cermak at North Riverside<br>Plaza, North Riverside | -                | S/Ctr.          |
| Cermak at Paulina                                   | WB               | NS              |
| Cermak at 46th, Cicero                              | EB               | T               |
| Cermak at Western                                   | EB               | NS              |
| Chicago at Cicero                                   | EB               | NS              |
| Chicago at Cicero                                   | WB               | NS              |
| Chicago at Clark                                    | WB               | NS              |
| Chicago at Fairbanks                                | EB               | NS              |
| Chicago at Grand                                    | WB               | NS              |
| Chicago at Halsted                                  | EB               | FS              |
| Chicago at Kedzie                                   | EB               | NS              |
| Chicago at Larrabee                                 | EB               | FS              |
| Chicago at Larrabee                                 | WB               | NS              |
| Chicago at May                                      | WB               | NS              |
| Chicago at Mayfield                                 | -                | T               |
| Chicago at Michigan (West)                          | WB               | NS              |
| Chicago at Pulaski                                  | EB               | NS              |
| Chicago at Pulaski                                  | WB               | NS              |
| Chicago at Sacramento                               | WB               | NS              |
| Chicago at State                                    | EB               | NS              |
| Chicago at State                                    | WB               | NS              |
| Church at Dodge, Evanston                           | EB               | FS              |
| Cicero at Archer                                    | -                | T               |
| Cicero at Armitage                                  | NB               | NS              |
| Cicero at Forest Glen                               | SB               | NS              |
| Cicero at Milwaukee                                 | NB               | NS              |
| Cicero at Milwaukee                                 | SB               | NS              |
| Cicero at North                                     | SB               | NS              |
| Cicero at Pensacola                                 | -                | T               |
| Cicero at Roosevelt                                 | SB               | NS              |
| Cicero at 34th, Cicero                              | SB               | FT              |

| <u>LOCATION</u>                | <u>DIRECTION</u> | <u>LOCATION</u> |
|--------------------------------|------------------|-----------------|
| Cicero at 44th                 | SB               | NS              |
| Cicero at 59th                 | SB               | MT              |
| Cicero at 63rd                 | NB               | NS              |
| Cicero at 63rd                 | SB               | NS              |
| Cicero at 87th, Hometown       | -                | T               |
| Clark at Armitage              | NB               | NT              |
| Clark at Belle Plaine          | NB               | MT              |
| Clark at Elm                   | SB               | NS              |
| Clark at Fullerton             | SB               | NS              |
| Clark at Goethe                | SB               | NS              |
| Clark at Lincoln               | NB               | NT              |
| Clark at Oak                   | SB               | NS              |
| Clark at Randolph              | SB               | FS              |
| Clark at Ridge                 | NB               | NS              |
| Clark at Wisconsin             | -                | T               |
| Clinton at Madison             | SB               | NS              |
| Clybourn at 1507 North         | NB               | MT              |
| Commercial at 91st             | NB               | NS              |
| Commercial at 91st             | SB               | NS              |
| Cottage Grove at Marquette     | NB               | NS              |
| Cottage Grove at South Chicago | NB               | NS              |
| Cottage Grove at 43rd          | NB               | NS              |
| Cottage Grove at 51st          | NB               | FS              |
| Cottage Grove at 51st          | SB               | NS              |
| Cottage Grove at 59th          | SB               | NT              |
| Cottage Grove at 59th          | NB               | NS              |
| Cottage Grove at 61st          | NB               | NS              |
| Cottage Grove at 61st          | SB               | NS              |
| Cottage Grove at 62nd          | NB               | NS              |
| Cottage Grove at 62nd          | SB               | NS              |
| Cottage Grove at 63rd          | NB               | NS              |
| Cottage Grove at 63rd          | SB               | NS              |
| Cottage Grove at 65th          | NB               | NS              |
| Cottage Grove at 67th          | NB               | NS              |
| Cottage Grove at 69th          | NB               | MT              |
| Cottage Grove at 93rd          | SB               | FS              |
| Cottage Grove at 95th          | NB               | NS              |
| Cottage Grove at 99th          | NB               | NS              |
| Cottage Grove at 100th         | NB               | NS              |
| Cottage Grove at 109th         | NB               | NS              |

| <u>LOCATION</u>                     | <u>DIRECTION</u> | <u>LOCATION</u> |
|-------------------------------------|------------------|-----------------|
| Damen at Argyle                     | SB               | NS              |
| Damen at Blue Island                | NB               | FS              |
| Damen at Polk                       | NB               | NS              |
| Damen at Roosevelt                  | NB               | FS              |
| Damen at Schiller                   | SB               | NS              |
| Damen at Wilson                     | NB               | NS              |
| Damen at 18th                       | NB               | NS              |
| Damen at 87th                       | -                | T               |
| Delphia at Bryn Mawr                | NB               | NS              |
| Dempster at Skokie Swift,<br>Skokie | -                | T               |
| Devon at Kedzie, Lincolnwood        | -                | T               |
| Devon at Sheridan                   | WB               | FS              |
| Diversey at Neva                    | -                | T               |
| Diversey at Sheffield               | EB               | FS              |
| Diversey at Sheridan                | WB               | FS              |
| Diversey at 2044 West               | WB               | MB              |
| Diversey at 2045 West               | EB               | MB              |
| Division at Ashland                 | WB               | NS              |
| Division at Austin                  | -                | T               |
| Division at California              | WB               | NS              |
| Division at Cicero                  | WB               | NS              |
| Division at Damen                   | EB               | NS              |
| Division at Francisco               | WB               | MT              |
| Division at Grand<br>(Monticello)   | WB               | NS              |
| Division at Kedzie                  | EB               | NS              |
| Division at Leavitt                 | WB               | NS              |
| Division at Leavitt                 | EB               | NS              |
| Division at Western                 | WB               | NS              |
| Douglas at 54th Terminal,<br>Berwyn | -                | T               |
| Drexel at 41st                      | NB               | NS              |
| Drexel at 47th                      | NB               | FS              |
| Eberhart at 130th                   | SB               | MB              |
| Elston at Addison                   | NB               | FS              |
| Emerson at Maple, Evanston          | WB               | FS              |
| Englewood Terminal<br>(N/S R.T.)    | -                | T               |
| Ewing at 106th                      | SB               | NS              |

| <u>LOCATION</u>               | <u>DIRECTION</u> | <u>LOCATION</u> |
|-------------------------------|------------------|-----------------|
| Field Drive at Shedd Aquarium | NB               | MB              |
| Foster at California          | EB               | NS              |
| Foster at Canfield            | WB               | NS              |
| Foster at Damen               | EB               | NS              |
| Foster at Glenwood            | EB               | NS              |
| Foster at Keating             | EB               | MB              |
| Foster at Kostner             | WB               | NT              |
| Foster at Marine              | EB               | NS              |
| Foster at Pulaski             | EB               | NS              |
| Foster at Pulaski             | WB               | NS              |
| Fullerton at Cicero           | EB               | NS              |
| Fullerton at Cicero           | WB               | NS              |
| Fullerton at Keeler           | WB               | NS              |
| Fullerton at Long             | EB               | NS              |
| Fullerton at Milwaukee        | EB               | NS              |
| Fullerton at Milwaukee        | WB               | NS              |
| Fullerton at Western          | EB               | NS              |
| Gale at Milwaukee             | SB               | FS              |
| Garfield at Halsted           | EB               | FS              |
| Garfield at Halsted           | WB               | FS              |
| Garfield at Michigan          | WB               | FS              |
| Grand at Austin               | EB               | NS              |
| Grand at Austin               | WB               | NS              |
| Grand at Cicero               | EB               | NS              |
| Grand at Halsted              | WB               | NS              |
| Grand at Laramie              | EB               | NS              |
| Grand at Latrobe              | -                | T               |
| Grand at LeClaire             | EB               | NS              |
| Grand at Navy Pier            | -                | T               |
| Grand at Nordica              | -                | T               |
| Grand at Nordica              | -                | T               |
| Grand at Sacramento           | WB               | NS              |
| Grand at State                | WB               | NS              |
| Grant at Ridgeway, Evanston   | EB               | NS              |
| Halsted at Englewood Court    | NB               | MT              |
| Halsted at Garfield           | SB               | NS              |
| Halsted at 51st               | NB               | NS              |
| Halsted at 57th               | NB               | NS              |

| <u>LOCATION</u>                              | <u>DIRECTION</u> | <u>LOCATION</u> |
|----------------------------------------------|------------------|-----------------|
| Halsted at 69th                              | NB               | NS              |
| Halsted at 69th                              | SB               | NS              |
| Halsted at 79th-Replaced                     | -                | T               |
| Halsted at 95th                              | NB               | NS              |
| Halsted at 103rd                             | NB               | NS              |
| Halsted at 107th                             | NB               | NS              |
| Halsted at 111th                             | NB               | NS              |
| Harlem at Argyle,<br>Harwood Heights         | SB               | NS              |
| Harlem at Carmen,<br>Harwood Heights         | SB               | NS              |
| Harlem at Cullom, Norridge                   | SB               | NS              |
| Harlem at Forest Preserve<br>Drive, Norridge | SB               | NS              |
| Harlem at Irving Park, Norridge              | SB               | NS              |
| Harlem at Lawrence,<br>Harwood Heights       | NB               | NT              |
| Harlem at Montrose, Norridge                 | SB               | FS              |
| Harlem at Wilson,<br>Harwood Heights         | SB               | NS              |
| Harlem at Wrightwood,<br>Elmwood Park        | SB               | NS              |
| Harlem at 4200 North,<br>Norridge            | SB               | NS              |
| Harrison at Cicero                           | EB               | NS              |
| Harrison at Halsted                          | WB               | FS              |
| Harrison at Laramie                          | EB               | FS              |
| Harrison at Wood                             | EB               | FS              |
| Hermitage at Howard                          | -                | T               |
| Higgins at Foster (Mulligan)                 | EB               | NS              |
| Higgins at Marriott Hotel                    | EB               | MT              |
| Higgins at Nagle                             | WB               | NS              |
| Homan at Arthington                          | NB               | NS              |
| Homan at Arthington                          | SB               | FS              |
| Homan at Jackson                             | NB               | NS              |
| Howard at Custer, Evanston                   | WB               | NS              |
| Howard at McCormick, Skokie                  | -                | T               |
| Howard at Sheridan                           | EB               | NS              |
| Howard at Western                            | EB               | NS              |
| Hyde Park at Drexel                          | EB               | FS              |

| <u>LOCATION</u>                             | <u>DIRECTION</u> | <u>LOCATION</u> |
|---------------------------------------------|------------------|-----------------|
| Hyde Park at East End                       | WB               | FS              |
| Hyde Park at 53rd                           | NB               | NS              |
| Hyde Park at 55th                           | NB               | FS              |
| Hyde Park at 56th                           | NB               | NS              |
| Indiana at Garfield                         | NB               | FS              |
| Indiana at 47th                             | NB               | NS              |
| Indiana at 132nd                            | NB               | NS              |
| Irving Park at Bobby Lane,<br>Schiller Park | EB               | FS              |
| Irving Park at Central                      | WB               | NS              |
| Irving Park at Central                      | EB               | NS              |
| Irving Park at Cicero                       | WB               | NS              |
| Irving Park at Clark                        | EB               | NS              |
| Irving Park at Cumberland                   | WB               | FS              |
| Irving Park at Harlem                       | WB               | NS              |
| Irving Park at Marine                       | EB               | NS              |
| Irving Park at Neenah                       | -                | T               |
| Irving Park at Pine Grove                   | EB               | FS              |
| Irving Park at Western                      | WB               | NS              |
| Jackson at Austin                           | -                | T               |
| Jackson at Cicero                           | EB               | FS              |
| Jackson at Kedzie                           | WB               | FS              |
| Jeffery at 95th                             | NB               | NS              |
| Kedzie at Archer                            | NB               | NS              |
| Kedzie at Archer                            | SB               | NS              |
| Kedzie at Estes                             | NB               | NS              |
| Kedzie at Monroe                            | SB               | NS              |
| Kedzie at 63rd Place                        | -                | T               |
| Kedzie at 71st                              | SB               | NS              |
| Kedzie at 77th                              | SB               | NS              |
| Kedzie at 88th, Evergreen Park              | SB               | MT              |
| Kedzie at 91st, Evergreen Park              | SB               | NS              |
| Kedzie at 115th, Merrionette Park           | NB               | FS              |
| Kimball at Addison                          | NB               | NS              |
| Kimball at Bryn Mawr                        | SB               | NS              |
| Kimball at Granville                        | SB               | NS              |
| Kimball at Milwaukee                        | NB               | FS              |
| King Drive at Cermak/Calumet                | NB               | NS              |
| King Drive at Garfield                      | NB               | NS              |

| <u>LOCATION</u>           | <u>DIRECTION</u> | <u>LOCATION</u> |
|---------------------------|------------------|-----------------|
| King Drive at Pershing    | NB               | FS              |
| King Drive at Pershing    | SB               | FS              |
| King Drive at 23rd        | NB               | FS              |
| King Drive at 23rd        | SB               | NS              |
| King Drive at 26th        | NB               | NS              |
| King Drive at 29th        | NB               | FS              |
| King Drive at 33rd        | NB               | FS              |
| King Drive at 41st        | NB               | FS              |
| King Drive at 41st        | SB               | FS              |
| King Drive at 43rd        | NB               | FS              |
| King Drive at 43rd        | SB               | FS              |
| King Drive at 47th        | NB               | FS              |
| King Drive at 47th        | SB               | FS              |
| King Drive at 49th        | NB               | FS              |
| King Drive at 49th        | SB               | FS              |
| King Drive at 51st        | NB               | FS              |
| King Drive at 59th        | NB               | MT              |
| King Drive at 60th        | SB               | NS              |
| King Drive at 63rd        | SB               | FS              |
| King Drive at 71st        | SB               | FS              |
| King Drive at 87th        | NB               | FS              |
| King Drive at 91st        | NB               | FS              |
| Lafayette at 87th         | SB               | FS              |
| Lake at Austin            | EB               | FS              |
| Lake at Western           | EB               | NS              |
| Lake Park at 47th         | NB               | NS              |
| Lake Shore at Addison     | SB               | FS              |
| Lake Shore at Barry       | SB               | FS              |
| Lake Shore at Belmont     | SB               | FS              |
| Lake Shore at Brair Place | SB               | FS              |
| Lake Shore at Grace       | SB               | FS              |
| Lake Shore at Hawthorne   | SB               | FS              |
| Lake Shore at Irving Park | SB               | FS              |
| Lake Shore at Surf        | SB               | MB              |
| Laramie at Hirsch         | NB               | NS              |
| Laramie at Jackson        | NB               | FS              |
| Laramie at Madison        | NB               | NS              |
| Laramie at Washington     | NB               | NS              |
| LaSalle at Division       | NB               | FS              |
| LaSalle at Oak            | SB               | FS              |

| <u>LOCATION</u>                | <u>DIRECTION</u> | <u>LOCATION</u> |
|--------------------------------|------------------|-----------------|
| LaSalle at Traffic Court       | NB               | MB              |
| Lawrence at Cumberland,        |                  |                 |
| Norridge                       | EB               | FS              |
| Lehigh at Caldwell             | NB               | NS              |
| Lehigh at Central              | SB               | NS              |
| Lincoln at Dickens             | SB               | NS              |
| Lincoln at Grace               | SB               | NS              |
| Lincoln at Kenmore             | NB               | NS              |
| Lincoln at Montrose            | SB               | NS              |
| Lincoln at Sheffield           | NB               | FS              |
| Lincoln at Webster             | NB               | NS              |
| Lincoln at Whipple             | -                | T               |
| Logan Square Terminal          | -                | T               |
| Lowe at 127th                  | NB               | NS              |
| Lunt at Sheridan               | WB               | FS              |
| Madison at Desplaines,         |                  |                 |
| Forest Park                    | WB               | FS              |
| Madison at Ashland             | EB               | NS              |
| Madison at Cicero              | EB               | NS              |
| Madison at Homan               | WB               | NS              |
| Main at Chicago, Evanston      | EB               | NS              |
| Main at Maple, Evanston        | WB               | NS              |
| Marine at Margate Terrance     | SB               | NS              |
| Marine Drive at 4250 North     | SB               | MB              |
| Marquette at Kedzie            | EB               | FS              |
| McCormick at Lincoln           | SB               | NS              |
| McCormick at Lunt, Lincolnwood | -                | T               |
| McFetridge at Admin. Bldg.     | EB               | MB              |
| Michigan at Adams              | NB               | NS              |
| Michigan at Kensington         | SB               | NT              |
| Michigan at South Water        | NB               | NS              |
| Michigan at 9th                | NB               | MT              |
| Michigan at 1131 South         | NB               | MB              |
| Michigan at 25th               | NB               | NS              |
| Michigan at 30th               | NB               | FT              |
| Michigan at 47th               | SB               | FS              |
| Michigan at 51st               | SB               | FS              |
| Michigan at 97th               | SB               | MT              |
| Milwaukee at Augusta           | NB               | NS              |
| Milwaukee at Austin            | SB               | NS              |
| Milwaukee at California        | NB               | NS              |
| Milwaukee at Francis Place     | SB               | NS              |

| <u>LOCATION</u>                | <u>DIRECTION</u> | <u>LOCATION</u> |
|--------------------------------|------------------|-----------------|
| Milwaukee at Haft              | SB               | NS              |
| Milwaukee at Imlay, Niles      | -                | T               |
| Milwaukee at Jefferson Park,   |                  |                 |
| North Loop                     | -                | T               |
| South Loop                     | -                | T               |
| Milwaukee at Laramie           | SB               | NT              |
| Montrose at Cicero             | EB               | NS              |
| Montrose at Damen              | EB               | NS              |
| Montrose at Knox               | EB               | NS              |
| Montrose at Western            | WB               | NS              |
| Montrose at 2700 W.            | EB               | MB              |
| Morse at Glenwood              | EB               | FS              |
| Narragansett at North          | NB               | FS              |
| Narragansett at 57th           | NB               | NT              |
| North at Claifornia            | EB               | NS              |
| North at Elmwood, Oak Park     | EB               | NS              |
| North at Kenilworth, Oak Park  | EB               | NS              |
| North at Kostner               | EB               | NS              |
| North at Narragansett          | -                | T               |
| North at Oak Park, Oak Park    | EB               | FS              |
| North at Ridgeland, Oak Park   | EB               | NS              |
| Northwest Hwy. at Foster       | NB               | FS              |
| Oak Park at Chicago Read       | -                | T               |
| Oakton at Central Park, Skokie | EB               | FT              |
| Oakton at Hamlin, Skokie       | EB               | FS              |
| Oakton at Lawndale, Skokie     | EB               | MT              |
| Oakton at St. Louis, Skokie    | EB               | FT              |
| Ogden at California            | EB               | NS              |
| Ogden at Central Park          | NB               | NS              |
| Ogden at Rockwell              | EB               | NS              |
| O'Hare Cargo Stop #4           | EB               | MB              |
| O'Hare Cargo Stop #5           | SB               | NS              |
| O'Hare Cargo Stop #6           | WB               | NS              |
| O'Hare Cargo Stop #7           | SB               | NS              |
| O'Hare Cargo Stop #8           | EB               | MB              |
| O'Hare Cargo Stop #9           | EB               | MB              |
| O'Hare Cargo Stop #10          | EB               | MB              |
| O'Hare Cargo Stop #11          | WB               | MB              |
| Orleans at Merchandise Mart    | SB               | MB              |

| <u>LOCATION</u>                                | <u>DIRECTION</u> | <u>LOCATION</u> |
|------------------------------------------------|------------------|-----------------|
| Paulina at Harrison                            | NB               | NS              |
| Pershing at Ashland                            | EB               | NS              |
| Pershing at California                         | WB               | NS              |
| Pershing at Kedzie                             | EB               | NS              |
| Pershing at Morgan                             | EB               | NS              |
| Peterson at Central Park                       | EB               | NS              |
| Peterson at Damen                              | EB               | NT              |
| Peterson at Forest Glen                        | EB               | NS              |
| Peterson at Hermitage                          | WB               | NT              |
| Peterson at Jersey                             | EB               | NS              |
| Peterson at Rogers                             | EB               | NS              |
| Peterson at Wolcott                            | EB               | MT              |
| Peterson at 4300 West                          | WB               | MB              |
| Pulaski at Archer                              | NB               | NS              |
| Pualski at Diversey                            | SB               | NS              |
| Pulaski at Main, Hometown                      | SB               | NS              |
| Pulaski at Grand                               | SB               | NS              |
| Pulaski at Milwaukee                           | SB               | NS              |
| Pulaski at Peterson                            | -                | T               |
| Pulaski at 21st "L"                            | NB               | FS              |
| Pulaski at 41st                                | NB               | NS              |
| Pulaski at 71st                                | SB               | NT              |
| Pulaski at 74th                                | NB               | MB              |
| Pulaski at 74th                                | SB               | MB              |
| Pulaski at 79th                                | NB               | NS              |
| Pulaski at 81st                                | -                | T               |
| Pulaski at 95th, Evergreen Park                | NB               | FS              |
| Pulaski at 104th                               | -                | T               |
| Racine at Marquette                            | SB               | NS              |
| Racine at 61st                                 | NB               | NS              |
| Ravenswood at Catalpa                          | NB               | NS              |
| Ridge at St. Francis<br>Hosp. (Hull), Evanston | NB               | NT              |
| Ridge at Davis, Evanston                       | SB               | FS              |
| Rogers at Honora                               | EB               | NS              |
| Roosevelt at California                        | EB               | NS              |
| Roosevelt at California                        | WB               | NS              |
| Roosevelt at Central Park                      | EB               | NS              |
| Roosevelt at Central Park                      | WB               | NS              |
| Roosevelt at Homan                             | EB               | NS              |
| Roosevelt at Homan                             | WB               | NS              |
| Roosevelt at Independence                      | WB               | FS              |
| Roosevelt at Kedzie                            | EB               | NS              |
| Roosevelt at Menard                            | WB               | NS              |

| <u>LOCATION</u>                         | <u>DIRECTION</u> | <u>LOCATION</u> |
|-----------------------------------------|------------------|-----------------|
| Roosevelt at Sacramento                 | EB               | NS              |
| Roosevelt at St. Louis                  | EB               | NS              |
| Roosevelt at State                      | WB               | MB              |
| Roosevelt at 54th                       | WB               | MT              |
| Sacramento at Chicago                   | SB               | FS              |
| Sheridan at Ardmore                     | SB               | FS              |
| Sheridan at Argyle                      | SB               | FS              |
| Sheridan at Barry                       | SB               | FS              |
| Sheridan at Belmont                     | NB               | NS              |
| Sheridan at Birchwood                   | SB               | FS              |
| Sheridan at Briar Place                 | SB               | FS              |
| Sheridan at Catalpa                     | SB               | FS              |
| Sheridan at Chase                       | SB               | FS              |
| Sheridan at Diversey                    | SB               | NS              |
| Sheridan at Estes                       | SB               | FS              |
| Sheridan at Foster                      | SB               | FS              |
| Sheridan at Glenlake                    | SB               | FS              |
| Sheridan at Granville                   | SB               | FS              |
| Sheridan at Hollywood                   | NB               | NS              |
| Sheridan at Irving Park                 | NB               | FS              |
| Sheridan at Kenmore                     | WB               | FS              |
| Sheridan at Leland                      | SB               | FS              |
| Sheridan at Loyola "L"                  | SB               | NT              |
| Sheridan at Oakdale                     | SB               | FS              |
| Sheridan at Pine Grove                  | WB               | FS              |
| Sheridan at Pratt                       | SB               | FS              |
| Sheridan at Rosemont                    | SB               | FS              |
| Sheridan at Sherwin                     | SB               | FS              |
| Sheridan at Surf                        | SB               | FS              |
| Sheridan at Thorndale                   | SB               | FS              |
| Sheridan at Wellington                  | SB               | FS              |
| Sherman at Church, Evanston             | SB               | MB              |
| Soldier Field Parking Lot at<br>Aisle 5 | OUTBOUND         | -               |
| South Shore at 71st                     | NB               | FS              |
| South Shore at 73rd                     | NB               | FS              |
| South Shore at 73rd                     | SB               | FS              |
| South Shore at 74th                     | NB               | FS              |
| South Shore at 75th                     | NB               | FS              |

| <u>LOCATION</u>                  | <u>DIRECTION</u> | <u>LOCATION</u> |
|----------------------------------|------------------|-----------------|
| South Shore at 79th              | NB               | FS              |
| State at Chicago                 | NB               | NS              |
| State at Garfield                | NB               | NS              |
| State at 59th                    | NB               | NS              |
| State at 59th                    | SB               | NS              |
| State at 75th                    | NB               | NS              |
| Stockton at Fullerton            | SB               | FS              |
| Stockton at Roslyn               | SB               | MB              |
| Stockton at Wrightwood           | SB               | MB              |
| Stony Island at Midway           |                  |                 |
| Plaisance                        | SB               | FS              |
| Stony Island at 58th             | SB               | MB              |
| Stony Island at 63rd             | SB               | FS              |
| Stony Island at 63rd-64th        | SB               | MB              |
| Stony Island at 75th             | NB               | NS              |
| Stony Island at 79th             | NB               | FS              |
| Stony Island at 87th             | NB               | NS              |
| Stony Island at 93rd             | NB               | NS              |
| Talcott at Resurrection Hospital | SEB              | MB              |
| Torrence at 112th                | -                | T               |
| Touhy at Lehigh                  | EB               | NS              |
| Touhy at Moody                   | EB               | NS              |
| Touhy at Overhill                | -                | T               |
| Touhy at Rockwell                | EB               | NS              |
| Touhy at Sacramento              | EB               | NS              |
| Touhy at 2444 West               | WB               | MT              |
| Van Vliissingen at 99th          | NB               | FS              |
| Vincennes at 95th                | NB               | NS              |
| Vincennes at 99th                | NB               | NS              |
| Vincennes at 103rd               | NB               | NS              |
| Washington at Cicero             | EB               | FS              |
| Washington at LeClaire           | EB               | FS              |
| Washington at Pulaski            | EB               | NS              |
| Washington at 3860 West          | WB               | MB              |
| Wells at Lake                    | NB               | NS              |
| Wentworth at Pershing            | SB               | NS              |
| Wentworth at 35th                | SB               | NS              |
| Wentworth at 69th                | SB               | NS              |
| Wentworth at 73rd                | NB               | FS              |
| Western at Addison               | NB               | NS              |

| <u>LOCATION</u>             | <u>DIRECTION</u> | <u>LOCATION</u> |
|-----------------------------|------------------|-----------------|
| Western at Addison          | SB               | NS              |
| Western at ARcher           | SB               | NS              |
| Western at Archer           | NB               | NS              |
| Western at Armitage         | NB               | NS              |
| Western at Belmont          | SB               | NS              |
| Western at Berwyn           | -                | T               |
| Western at Berwyn           | NB               | NS              |
| Western at Chicago          | SB               | NS              |
| Western at Division         | NB               | NS              |
| Western at Division         | SB               | NS              |
| Western at Elston           | NB               | NS              |
| Western at Garfield         | NB               | NS              |
| Western at Leland           | -                | T               |
| Western at Milwaukee        | SB               | NS              |
| Western at Roosevelt        | NB               | NS              |
| Western at 19th             | SB               | NS              |
| Western at Rosemont         | SB               | NS              |
| Western at 21st             | SB               | NS              |
| Western at 35th             | NB               | NS              |
| Western at 47th             | NB               | NS              |
| Western at 51st             | NB               | NS              |
| Western at 55th             | SB               | NS              |
| Western at 63rd             | NB               | NS              |
| Western at 67th             | NB               | NS              |
| Western at 69th             | NB               | NS              |
| Western at 79th             | -                | T               |
| Western at 107th            | NB               | NS              |
| Western at 113th            | NB               | MT              |
| Wilson at Hazel             | EB               | FS              |
| 16th at Central Park        | EB               | NS              |
| 26th at Karlov              | EB               | NS              |
| 26th at Keeler              | EB               | NS              |
| 26th at Kostner             | EB               | NS              |
| 26th at Prairie             | WB               | NT              |
| 26th at Sacramento          | EB               | NS              |
| 29th Place at Cottage Grove | EB               | NS              |
| 31st at Bonfield            | WB               | NS              |
| 31st at Kedzie              | EB               | NS              |
| 31st at Kildare             | EB               | FT              |
| 31st at Komensky            | -                | T               |

| <u>LOCATION</u>              | <u>DIRECTION</u> | <u>LOCATION</u> |
|------------------------------|------------------|-----------------|
| 35th at Aberdeen             | WB               | NS              |
| 35th at Cottage Grove        | WB               | FS              |
| 35th at State                | WB               | NS              |
| 43rd at Princeton            | EB               | FS              |
| 47th at California           | EB               | NS              |
| 47th at Lake Park            | -                | T               |
| 55th at Kenwood              | WB               | FS              |
| 60th at Stony Island         | WB               | FS              |
| 63rd at Cicero               | WB               | NS              |
| 63rd at Kostner              | WB               | NS              |
| 63rd at Lawndale             | EB               | NS              |
| 63rd at Pulaski              | WB               | NS              |
| 63rd Place at Narrangansett  | -                | T               |
| 67th at Jeffery              | WB               | FS              |
| 67th at South Shore          | WB               | FS              |
| 69th at Dan Ryan             | Bridge           | MB              |
| 69th at Normal               | WB               | NS              |
| 74th at Damen                | -                | T               |
| 75th at Kedzie               | EB               | NS              |
| 79th at Albany               | WB               | MT              |
| 79th at California           | WB               | NT              |
| 79th at Campbell             | WB               | NT              |
| 79th at Francisco            | WB               | MT              |
| 79th at Kedzie               | EB               | NS              |
| 79th at Lafayette            | WB               | FS              |
| 79th at Perry                | -                | T               |
| 79th at Sacramento           | WB               | NT              |
| 79th at Stony Island         | EB               | NS              |
| 79th at Talman               | WB               | NS              |
| 79th at Vincennes            | WB               | NS              |
| 79th at Wentworth            | WB               | NS              |
| 87th at Karlov, Hometown     | EB               | NS              |
| 87th at Keeler, Hometown     | EB               | NS              |
| 87th at Kedzie               | WB               | NS              |
| 87th at Kenton, Hometown     | EB               | NS              |
| 87th at Kilpatrick, Hometown | EB               | NS              |
| 87th at Kostner, Hometown    | EB               | NS              |
| 87th at Lawndale             | EB               | NT              |

| <u>LOCATION</u>           | <u>DIRECTION</u> | <u>LOCATION</u> |
|---------------------------|------------------|-----------------|
| 92nd at Commercial        | WB               | NS              |
| 87th at Pulaski, Hometown | EB               | NS              |
| 93rd at Jeffery           | WB               | NS              |
| 95th at Ashland           | WB               | NS              |
| 95th at Campbell          | EB               | FS              |
| 95th at Claremont         | EB               | NS              |
| 95th at Cottage Grove     | EB               | NS              |
| 95th at Dan Ryan          | -                | T               |
| 95th at St. Lawrence      | WB               | NS              |
| 95th at Vincennes         | WB               | FS              |
| 95th at Woodlawn          | WB               | NS              |
| 100th at Yates            | WB               | FS              |
| 103rd at Jeffery          | WB               | MB              |
| 103rd at Luella           | EB               | NS              |
| 103rd at Throop           | EB               | MB              |
| 106th at R.R. (2700 East) | EB               | MB              |
| 106th at R.R. (2700 East) | WB               | MB              |
| 106th at Muskegon         | WB               | NS              |
| 106th at Torrence         | EB               | FS              |
| 111th at California       | EB               | NS              |
| 111th at Cottage Grove    | WB               | NS              |
| 111th at Halsted          | EB               | NS              |
| 111th at Harding          | -                | T               |
| 111th at Lawndale         | EB               | NS              |
| 111th at Michigan         | WB               | FS              |
| 111th at Normal           | EB               | NS              |
| 112th at Avenue "B"       | EB               | NS              |
| 115th at Springfield      | -                | T               |
| 116th at Burley           | SB               | MB              |
| 119th at Loomis           | EB               | MT              |
| 131st at Ellis            | EB               | NS              |
| 134th at Baltimore        | EB               | FS              |

ACCORDING TO PARAGRAPH 35, WE OFFER THE FOLLOWING  
EXCEPTIONS AND ALTERNATIVES TO THE SPECIFICATIONS:

- Item 6A - Installation of Shelters (page D-3)
- "Proposals in response to these specifications shall include at least 250 proposed locations for the City's initial consideration."

A more viable program would be achieved if the contractor would build approximately two hundred (200) shelters per year rather than two hundred fifty (250) within the first six months. The tremendous capital investment of 250 shelters in such a short period of time may not let sales keep up with production and will put excessive financial burdens on the contractor. A slower and more methodical placement of shelters will accommodate the generation of advertising income to partially offset the considerable start-up costs.

- Item 11 - Term of Agreement (page D-6)
- "This agreement shall become effective upon execution and shall remain in force and effect for a period of ten (10) years from date of execution."

## EXCEPTIONS AND ALTERNATIVES TO THE SPECIFICATIONS

## Item 11 - (continued)

Because of the extraordinary amount of capital involved with this project, a fifteen-year contract makes this a more viable business venture and an attractive investment.

## Item 28 - Maintenance Shelter Condition (page D-10)

"Interventions by the City to correct which occur more than three times for any given shelter or more than ten (10) times for all shelters during a sixty (60) day period shall be considered a default of contract."

In this sentence the word "shall" should be changed to "may".

## Item 7 - Ownership of Shelters (page D-4)

"The City anticipates all existing shelters will be the special responsibility of the Contractor."

We feel that the responsibility of maintaining all existing shelters would add an additional financial burden just at the time when all of

## EXCEPTIONS AND ALTERNATIVES TO THE SPECIFICATIONS

## Item 7 - (continued)

our start-up costs would be incurred. It would make more sense if the existing shelters would become our responsibility only after they were modified for advertising.

Exhibit "A"  
#4B

## Specifications for Cleaning Shelters

"Intermittent cleaning work will be performed on a different schedule as indicated in the . Schedule of Cleaning Tasks."

Maintenance of the shelters is essential to a successful advertising program -- advertisers soon become aware of poor maintenance programs.

Since the quality of maintenance is truly a direct function of sales, we feel the scheduling and care of the shelters is our most important job. Some shelters may have to be cleaned several times a week because of special local conditions, however, others will need little maintenance during certain times of the year.

## EXCEPTIONS AND ALTERNATIVES TO THE SPECIFICATIONS

Exhibit "A"  
#4B

(continued)

To be stifled by a rigid schedule, as specified, does not permit us the flexibility to handle the maintenance function in what we would consider a beneficial manner to the City and our advertisers.

Exhibit "A"  
#6C (5,8,9)

Specifications for Cleaning Shelters

"Concrete pavement within and up to three (3) feet surrounding the shelter will be swept with a pushbroom to remove trash, dust and soil. It will then be flushed with water which will be broomed into the gutter. Flushing will be omitted when temperature is below 35°."

"Loose snow will be removed from within the shelter at each visit and a path will be shoveled from the shelter to the street and from the shelter to the sidewalk pathway."

"Whenever the temperature is below 35° Fahrenheit, salt will be spread within the shelter at the conclusion of the visit to prevent freezing of

EXCEPTIONS AND ALTERNATIVES TO THE SPECIFICATIONS

Exhibit "A" (continued)  
#6C (5,8,9)

was water and/or to melt packed snow and ice."

It would seem that normal street cleaning and maintenance would take care of these functions.

Item #26  
#D

We feel that the first year's rate should be \$350.00 per advertising panel.

Item #32  
#B-3

Preparation of Proposal  
Evidence of Ability

Chicago Shelters Advertising, Inc. is an Illinois corporation formed in order to bid on this particular RFP. Therefore, other than the \$1,000 incorporation, Chicago Shelter Advertising, Inc. has no current assets. However, the ability of its principals to furnish the City with a \$1,000,000.00 letter of credit, a \$50,000.00 deposit, evidence of the ability to obtain the proper insurance and a \$500,000.00 performance bond, we think satisfies this specification.

P R O P O S A L

The undersigned proposes, in accordance with all of the covenants and conditions of the Agreement of which this Proposal is a part, to perform the services herein required to construct and operate PUBLIC BUS SHELTERS for the City of Chicago, for a period of ten (10) years at a percentage of the gross revenues as follows:

- A. 500 NEW SHELTER AT Twenty-Five . (25) Percent  
B. 488 MODIFIED SHELTERS AT Twenty-Five . (25) Percent

PERSON TO CONTACT REGARDING BID:

NAME JAMES V. RILEY Phone 527-0215

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders must provide the following information with their proposal. A reproduction of a previously filed statement may be submitted by the bidder in the event the information is current. Notwithstanding, the Corporation Counsel may require any such additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder. Every question must be answered. If the question is not applicable, answer with "NA". CHICAGO SHELTERS ADVERTISING, INC.

Bidder's Name: A Division of Transportation Media, Inc.

Bidder's Address: 444 North Michigan Avenue, #2470 Chicago, IL 60611

Bidder is 1. Corporation (X) 2. Partnership ( ) 3. Sole Proprietor ( )  
4. Other ( )

Please indicate with an "X" the appropriate legal entity then provide the information required under the appropriate section, 1, 2, 3 or 4.

SECTION I. CORPORATION

1a. Incorporated in the State of Illinois

1b. Authorized to do business in the State of Illinois:  
Yes (X) No ( )

1c. Names of officers and Directors of Corporation Robert A. Carrane, James V. Riley, Harvey Haddon

1d. If the Corporation has fewer than 100 shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders and the percentage of interest of each.

Robert A. Carrane - 33 1/3

James V. Riley - 33 1/3

Harvey Haddon - 33 1/3

1e. If the Corporation has 100 or more shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage interest of each.

NOTE: Generally with corporations having 100 or more shareholders where no shareholder owns 3% of the shares the requirements of this Section I would be satisfied by the bidder enclosing with his proposal a copy of latest published annual report.

continued on reverse side

SECTION 2 - PARTNERSHIP

- 2a. If the bidder is a partnership, indicate the name of each such partner and the percentage of interest of each therein.

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SECTION 3 - SOLE PROPRIETOR

- 3a. The bidder is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary.  
YES ( ) NO ( ) If NO, provide the following information.
- 3b. If the sole proprietorship is held by an agent (s) or a nominee (s), indicate the principals for whom the agent or nominee hold such interest.
- 3c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

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SECTION 4 - OTHER

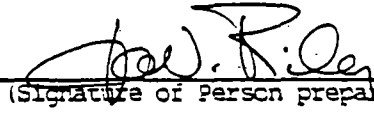
- 4a. If the bidder is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

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To the best of his (hers) knowledge the information provided hereon is accurate and current.

  
(Signature of Person preparing statement)

Title: PRESIDENT

(Attach additional pages if needed)

## PROPOSAL (Cont'd.)

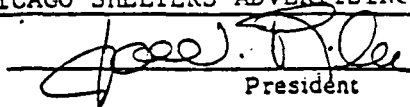
## TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here) 70-81-83A

\_\_\_\_\_ and

Further, the undersigned being duly sworn deposes and says on oath that the Corporation has withheld no disclosures of ownership interests and the information provided therein to the best of its knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.

Corporate Name CHICAGO SHELTERS ADVERTISING, INC.

BY 

President

Business Address \_\_\_\_\_

(In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

## CORPORATE SEAL

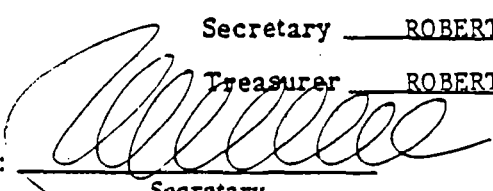
(List Names of Officers)

President JAMES V. RILEY

Vice-President HARVEY HADDON

Secretary ROBERT A. CARRANE

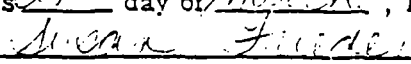
Treasurer ROBERT A. CARRANE

ATTEST: 

Secretary

SUBSCRIBED AND SWORN to before me

this 29th day of March, 19 83



Notary Public

**PROPOSAL (Cont'd.)****TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here) \_\_\_\_\_

\_\_\_\_\_ and

Further, the undersigned being duly sworn deposes and says on oath that we have withheld no disclosures of ownership interests and the information provided therein to the best of our knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et sub.

Registration No. \_\_\_\_\_

Signatures and \_\_\_\_\_  
Addresses of all \_\_\_\_\_  
members of \_\_\_\_\_  
Partnership \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBSCRIBED AND SWORN to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission expires \_\_\_\_\_

**PROPOSAL (Cont'd.)****TO BE EXECUTED BY A SOLE PROPRIETOR**

The undersigned, hereby acknowledges having received a full set of Contract Documents and Addenda Nos. (None unless indicated here) \_\_\_\_\_

\_\_\_\_\_ and

Further, the undersigned being duly sworn deposes and says on oath that I have withheld no disclosures of ownership interests and the information provided therein to the best of my knowledge is current and said undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders and has not disclosed to any person, firm or corporation the terms of said bid or the price named herein.

Signature of Proprietor \_\_\_\_\_

Doing business as \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et sub.

Registration No. \_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission expires \_\_\_\_\_

## PROPOSAL (Cont'd.)

## ACCEPTANCE

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract \$ Revenue to City received from advertisement panels

Fund Chargeable \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Purchasing Agent

Dated at Chicago, Illinois

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
Assistant Corporation Counsel

## CONTRACTOR'S PERFORMANCE BOND

**Know All Men by these Presents,**      **That we,**

Principal, hereinafter referred to as Contractor, and

Survey,

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Signed** with our seals and dated this      day      of A.D., 19

**The Condition of the Above Obligation is such,**      That whereas the above

Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing date the

day of      A.D. 19      , for

SPECIMEN

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on and in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner herein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs, and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor.

Agents, Employees or Workmen, assigns, subcontractors, or anyone else, in any respect whatsoever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every workman and subcontractor, and to each and every person who shall be employed by the said Contractor or by assigns and subcontractors, in or about the performance of said contract, and shall insure liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of an Act of the General Assembly of the State of Illinois, entitled "An Act to promote the general welfare of the people of this State by providing compensation for accidental injuries or death suffered in the course of employment within this State, and without this

State where the contract of employment is made within this State providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an Act therein named," approved July 9, 1931, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act to promote the general welfare of the people of this State by providing remedies for injuries suffered or death resulting from occupational diseases incurred in the course of employment; providing for enforcement and administration thereof, and to repeal an Act therein named," approved July 9, 1931, and under the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration, or removal of buildings, bridges, viaducts, and other structures, and to provide for the enforcement thereof", approved June 3, 1907, as amended, and generally known as the "Scaffolding Act", then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgments, costs or expenses which may in anywise accrue against said City in consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgment thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts of the General Assembly of the State of Illinois, when notice of the pendency of arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person, as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless executed thereof be denied under oath, prima facie evidence of the execution and delivery of the original; Provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of an Act entitled "An Act in relation to bonds of contractors entering into contracts for public construction," approved June 22, 1931, as amended, (hereinafter called the "Act"); Provided, further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the City of Chicago within 120 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall have contained the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; Provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and Provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of the work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 Purchasing Agent  
 \_\_\_\_\_ (Seal)  
 Approved as to form and legality: \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 Asst. Corporation Counsel

McMANUS & PELLOUCHOUD, INC.  
INSURANCE COUNSELORS

TELEPHONE (312) 427-1961

BOARD OF TRADE BUILDING  
141 WEST JACKSON BLVD.  
CHICAGO, ILLINOIS 60604

ROBERT B. McMANUS, SR.  
VERNON J. PELLOUCHOUD

THOMAS J. BARRETT  
JOHN J. BROTHERTON  
ROBERT L. CHEVERUD  
PATRICK J. CONWAY  
ROBERT E. HOFFMAN  
JOHN E. KELLEHER, JR.  
JOHN E. MCCREHAN  
BRIAN T. McMANUS  
ROBERT B. McMANUS, JR.  
LEO A. RODELL  
FLORENCE STEFANIK

March 28, 1983

Mr. James V. Riley  
Chicago Shelters Advertising, Inc.  
444 North Michigan Avenue  
Chicago, Illinois 60611

RE: Insurance and Bonding Requirements  
City of Chicago Specifications and  
Contract Documents #70-81-83A

Dear Mr. Riley:

We have reviewed the contract documents for the proposal in caption as respects the insurance requirements and the performance bond. We are pleased to inform you that, in the event of your firm being awarded this contract, we shall be able to provide you with a \$500,000. performance bond and with insurance equal to or in excess of that required in the contract documents. The bond and coverages will be placed with insurance companies having 1982 Best's Rating of A10 or higher and will be companies acceptable to the City of Chicago.

We are pleased to be of service to you. Thank you,

Very truly yours,

*V. J. Pellouchoud*  
Vernon J. Pellouchoud

VJP:mj

**CSA**

## Structural Steel

### A. SCOPE OF WORK

Structural steel work consists of furnishing, fabricating and erecting the required structural column. The work includes all items shown on the drawings, specifications, and all incidentals such as bolts, nuts, washers, shims, etc., necessary to obtain a complete structure, even though the incidental items are not specifically called for on the drawings or specifications.

### B. SUBSTITUTIONS

CSA will be permitted to make substitutions in cases where material shown or specified is not readily available. All substituted material must be of equivalent section to that specified, and any additional cost due to increased weight shall be borne by Acme-Wiley, unless such additional costs are approved in writing by the Customer. All substitutions shall be approved by the Customer.

### C. SHOP DRAWINGS

1. CSA will submit shop drawings for review by the Customer, only after the drawings are checked and initialed by an experienced structural steel checker. Shop drawings will be complete and will include all required details, sections, elevations, etc., necessary to fabricate and erect the complete structure.
2. The Customer will be at liberty to alter or amend shop drawings if, in his opinion, the work as shown is not of materials, sizes, arrangements or workmanship best adapted for the purpose.

### D. MATERIALS

1. All materials will be rolled from new billets complying with predetermined engineering requirements. Materials will not be rolled from rejected billets, nor from material previously rolled.

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2. Unless otherwise specified, materials will conform to the latest edition of the following specifications:
  - Structural Steel: ASTM Designation A-36.
  - High strength steel bolts, nuts and washers for structural joints: ASTM Designation A-325.
  - Other bolts shall conform to ASTM Designation A-307.
  - Mild Steel covered welding electrodes shall conform to the E-70 series of the Specifications for the Mild Steel Arc-Welding Electrodes ASTM Designation A-233.
  - Bare electrodes and granular fusible flux used in combination for submerged arc-welding shall be Grade A.S.W.-2.

E. CONNECTIONS, FITTINGS AND DETAILS

1. The detailing and fabrication of all structural steel members will conform to the A.I.S.C. Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, latest edition; unless otherwise called for in specifications, or not allowed by local and state building codes.
2. Provide all connections, bolts, plates, anchors, etc., necessary for complete erection. All shop connections will be welded. All field connections will be bolted with high tensile bolts, or welded.
3. Design details and/or high tensile bolted connections will comply with the A.I.S.C. Specifications for Structural Joints using A.S.T.M. A-325 bolts. Connections will be designed as Threaded Fasteners in Tension, or Friction Type connections and in-bearing type connections with threads in shear planes. A minimum of two (2) bolts will be used in all connections.
4. Construction details not shown on the design drawings will be designed by CSA to develop the strength of the member using the minimum quantities of materials.

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5. Fillers 1/4" or more in thickness will be secured to the main members by welding. In case details cannot be designed to allow proper field bolting, the connections will be designed as a welded connection. Eccentricity of the connection will be considered.

F. FIELD CONNECTIONS

1. All high tensile bolted connections will conform to A.I.S.C. specifications for Structural Joints using A-325 bolts, unless otherwise engineered.
2. Contact surfaces of "friction type" joints will be free of oil, paint, lacquer or galvanizing.
3. In the event any bolt in a connection is found to be defective, all bolts in the connection will be checked and retightened.

G. PUNCHING

1. All holes will be accurately spaced so that high tensile bolts, 1/16" smaller in diameter than the hole, can be inserted through the holes for shear connections.
2. Intermediate spacing, edge distance, and distance, etc., of the holes will follow the A.I.S.C. specifications for the Design, Fabrication and Erection of Structural Steel for Buildings. Holes in material 7/8" thick or more will be drilled.

H. WELDING

1. All welding will conform to the requirements of the A.W.S. Code for Welding in Building Construction, and the A.I.S.C. Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
2. Only manual shielded metal-arc and submerged welding procedures will be used.
3. All welding will be done by experienced A.W.S. Certified Welders.

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**I. PAINTING**

1. Before shop painting, all surfaces will be thoroughly cleaned of rust, scale and dirt. All surfaces not in contact but inaccessible after either shop or field assembly, will receive one (1) coat (2 mils) of zinc chromate paint before assembling. Surfaces in contact after shop assembly will not be painted. All other finished pieces will have one (1) coat of paint, as specified above, before leaving the shop.
2. The finished shop coat will be smooth and even over the entire metal surface, suitable to receive the general painter's field coat.



## Aluminum Construction

### SPECIFICATION REFERENCE

#### 1. Materials

ASTM Standards as follows:

- B209-65 - Sheet Aluminum
- B316-64 - Aluminum Rivets and Aluminum Bolts

#### 2. Design

ASTM Standards as follows:

Rivet and Bolt Standards - Sections A & F

#### 3. Fabrications

ASTM Standards as follows:

- Cutting Aluminum - Section H-2
- Riveting Aluminum - Section H-5

#### 4. Welding

ASTM Standards as follows:

- Allowable Stresses - Section I
- Preparation - Section K-2
- Welding Procedure - Section K-3
- Qualifications - Section K-4
- Rewelding Defects - Section K-5

### B. FABRICATION

1. Insofar as practical, fitting and assembly of the components is done in the shop; work that cannot be permanently shop assembled is completely assembled and disassembled before shipment to assure a proper assembly in the field.
2. The materials are sheared, sawed, or cut with a router, depending on the equipment available.

3. Cut edges will be true and smooth and free from excessive burrs or ragged breaks.
4. Dirt, grease, forming or machinery lubricants, or any organic materials are removed from the areas to be welded by cleaning with a suitable solvent or by vapor degreasing. Additional operations to remove the oxide coating just prior to welding are required when the inert gas tungsten arc welding method is used. This may be done by etching, or by scratch brushing.
5. The welding will be done with arc or resistant process. The filler metal will be aluminum alloy 4043.
6. All exposed work will be carefully matched to produce continuity of line and design with all joints accurately fitted and rigidly secured.
7. Sections which have surface scratches, or scrape marks, or are warped, will be rejected and not used in the sign. Completed sections will check against approved color samples, and each must fall within the limits of this color, without exception.

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## Face Panels

### A. MATERIALS

#### 1. Faces

- a. Material: The material consists of Lexan polycarbonate or acrylic sheet.
- b. Property Values: Material conforms to the following minimum values:

##### 1. Heat Deformation:

Heat deflection temperature, 264 pse fiber stress min. (applicable only to material 0.060" or greater thickness).

°C min. 126.5

°F min. 260.0

##### 2. Impact Strength:

Unnotched, 0.500 x 0.125" specimen  
ft.lb. per inch notch, min.

60.0

##### 3. Specific Gravity:

23°C/23°C (73.4°F/73.4°F)

1.18-1.22

##### 4. Flammability

Sheet over 0.050" thick

self-extinguishing

##### 5. Dielectric Constant at 60 Hz, min.

2.75

##### 6. Dielectric strength in air or oil, volts per mil, min.

350.0

##### 7. Volume resistivity, ohn-cm, min.

$1.0 \times 10^{14}$

### B. PAINTING PROCEDURE

1. Faces are cleaned by blowing all shavings and foreign matter off with compressed air.

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2. Apply a 0.4 to 0.6 mil coat of masking (Spraying "A" strippable coating or equal). All embossed or recessed areas are covered properly, as thin coatings will not strip properly.
  3. Six to eight hours' drying time is allowed for masking materials, depending on weather conditions (humidity and temperature).
  4. Design to be painted is cut and stripped using sharp knife to make certain all cuts are clean.
  5. Paint is applied by spraying a 0.4 to 0.6 mil. (dry film thickness) coating to match the color control panel for the color being applied.
  6. The painted areas are masked, then other areas are stripped for the next color to be sprayed. Steps are repeated for each additional color.
  7. When all colors are sprayed, the faces are allowed to dry until all solvents are evaporated. Time will vary dependent on humidity and temperature conditions.
  8. When the face is completely dry, we inspect for any flaws and correct if required. We clean thoroughly and wipe with a damp sponge to eliminate static electricity.
  9. All spraying and subsequent inspection is done in back-lighted spray booths to assure color match to control panels.

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## Metal Finish

### A. GENERAL

All exposed exterior metal surfaces, as shown in the plans and specifications, will be finished with a newly developed fluorocarbon polymeric coating, which fuses to the metal to form a highly protective and decorative finish with long durability. The thickness of the Fluropon coating will not be less than .8 mil, nor more than 1.3 mils, dry film thickness. Fluropon is manufactured by DeSoto Chemical Coatings, Inc.

### B. PREPARATION OF METAL

The metal preparation process allows for flexibility of choice of chemicals and their source of supply. The quality control of incoming raw materials, chemical baths and adherence to both sequences will be a continuing effort in order to minimize error. For general purposes, the following information regarding preparation processing is followed:

#### 1. Metal Cleaning

|               |                                                                                                |
|---------------|------------------------------------------------------------------------------------------------|
| Purpose:      | Remove oils, dirt and soil                                                                     |
| Type of Tank: | Generally mild steel                                                                           |
| *Temperature: | Usually over 140 degrees F.                                                                    |
| *Time:        | 1-5 minutes                                                                                    |
| Chemicals:    | Alkaline soap, detergent of combination controlled to prevent etching of the aluminum surface. |

\*Time and temperature dependent on proprietary compound recommendations for the alloy utilized.

#### 2. Rinse

|               |                                         |
|---------------|-----------------------------------------|
| Purpose:      | To remove cleaner                       |
| Type of Tank: | Generally mild steel overflow weir-type |
| Temperature:  | Room temperature                        |
| Time:         | Approximately 30 seconds                |
| Chemicals:    | Tap water (clean)                       |
| Agitation:    | Mild-mechanical or air                  |
| Exhaust:      | Not needed                              |

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### 3. Smut Removal

Purpose: Remove chemical soil  
Type of Tank: Generally stainless steel  
\*Temperature: Room temperature or heated  
\*Time: Usually in and out (approximately 15 seconds)  
Chemicals: Proprietary compound

\*Time and temperature dependent on previous cycle and manufacturer.

### 4. Rinse

Purpose: To remove cleaner.  
Type of Tank: Suggest stainless steel be considered  
Temperature: Room temperature  
Time: Approximately 30 seconds  
Chemicals: Tap water (clean)  
Agitation: Middle-mechanical or air  
Exhaust: Not needed

### 5. Caustic Etch

Purpose: To provide uniform soft matte surface  
Type of Tank: Generally mild steel  
\*Temperature: 120-150 degrees F.  
\*Time: 1-10 minutes depending on surface appearance desired  
Chemicals: Proprietary compound

\*Time and temperature dependent on manufacturers recommendations and concentration.

Agitation: Mechanical or air  
Exhaust: Necessary

### 6. Rinse

Purpose:  
Type of Tank: Generally mild steel overflowing weir-type  
Temperature: Room temperature

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Time: Approximately 30 seconds  
Chemicals: Tap water (clean)  
Agitation: Mild-mechanical or air  
Exhaust: Not needed

7. Smut Removal

Purpose: Remove chemical soil  
Type of Tank: Generally stainless steel  
\*Temperature: Room temperature or heated  
Time: Until smut disappears  
Chemicals: Proprietary compound

\*Temperature dependent on previous cycle and manufacturer.

Agitation: Air Agitation

8. Rinse

Purpose: To remove cleaner  
Type of Tank: Generally mild steel  
overflow weir-type  
Temperature: Room temperature  
Time: Approximately 30 seconds  
Chemicals: Tap water (clean)  
Agitation: Mild-mechanical or air  
Exhaust: Not needed

9. Anodize

Purpose: To prompt adhesion and augment  
corrosion resistance  
Type of Tank: Generally stainless steel  
Temperature: Room temperature  
\*Time: 1/2 - 2-1/2 minutes  
Chemicals: Proprietary compounds, chromate  
conversion coating

\*Time dependent on manufacturer's recommendation and concentration.

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10. Rinse - Fresh Water

|               |                                            |
|---------------|--------------------------------------------|
| Purpose:      | To flush ware                              |
| Type of Tank: | Generally mild steel<br>overflow weir-type |
| Temperature:  | Room temperature                           |
| Time:         | Approximately 30 seconds                   |
| Chemical:     | Tap water (clean)                          |
| Agitation:    | Mild-mechanical or air                     |
| Exhaust:      | Not needed                                 |

C. METHOD OF APPLICATION

Fluropon coatings may be applied by conventional spray coating equipment such as the following: standard air, airless, airless electrostatic or REH units. Fluropon coatings are applied as a wet film retaining as much of the original solvent contents as possible.

Fluropon coatings are designed to be applied at package viscosity. Agitation or recirculation is kept to a minimum. Application is made at room temperature. The package and application viscosity of Fluropon is 76-80 L.U. Krebs Stormer. The volume solids of Fluropon is approximately 35% on the average, and consequently is applied at a wet film thickness of approximately 3 mils. Fluropon aluminum ware is transformed to the baking oven in as short a time as possible.

D. COATING FUSION

Fusion of the Fluropon coating is dependent on the ability to rapidly attain a metal surface temperature of 450 degrees F. This is achieved in a batch oven, which is set for an air temperature of 500-550 degrees F. Low velocity fans at the oven entrance aid in the removal of solvent vapors.

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## Foundations

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### A. EARTHWORK:

The requirements for earthwork necessary for the installation of ground mounted signs include all pertinent items listed below. CSA is responsible for determining that the soil bearing capacity is adequate to satisfy the design requirements.

#### 1. Excavation

- a. Excavation includes the removal of all material necessary to complete the work described on the particular installation drawings and specifications.
- b. The excavated material is placed and sloped to prevent drainage into the excavation (if to be re-used), or hauled away immediately and disposed of. Excavations are adequately protected prior to pouring of concrete to minimize possible damage thereto by rains, frost, debris, surcharge, etc., and barricaded to minimize hazard to external equipment, property, personnel, facilities, etc. When it is necessary to go deeper than the specified dimension to meet required firm soil conditions, special provisions are made or an alternate location considered. All excavations for foundations, however, will be at least to the depth of the frost line. When it is necessary to go deeper than drawing dimension to meet frost line requirements, the additional depth is provided by proper repositioning of reinforcing steel and placing additional 300 PSI concrete as required.

#### 2. Fills and Backfills

- a. All backfilling around foundations and in conduit trenches is made with clean, compactible, natural earth, or granular material in six (6) inch layers, each layer thoroughly compacted by tamping. No backfilling is done until all concrete is adequately set and conduit is in place.

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- b. All finish grades are sloped and graded to the specific tolerances indicated on the installation drawing. Excess material from the foundation excavation is disposed of in a manner agreeable to the Customer.

B. MATERIALS

1. Portland Cement

Conform to ASTM C150-66. All exposed concrete is made with portland cement of the same manufacture to insure uniform color.

2. Sand

Clean, hard, natural sand conforming to ASTM C33-64.

3. Coarse Aggregate

Hard, durable, uncoated crushed stone or gravel conforming to ASTM C33-64. Maximum size allowed is 1/5 or narrowest dimension between forms of the concrete member of 3/4 minimum clean spacing between reinforcing bars, or as recommended by ACI 613-54. For concrete having an exterior surface exposed:

95 to 100% shall pass a 1-1/2" sieve  
35 to 70% shall pass a 3/4" sieve  
10 to 30% shall pass a 3/8" sieve.

(Percentages are by weight)

4. Mixing Water

Clean and free from oil, acid and injurious amounts of vegetable matter, alkalies and other impurities.

C. STRENGTH, CLASSIFICATIONS AND PROPORTIONS OF CONCRETE

1. Strength

Except as otherwise specified, concrete will have a 3000 psi compressive strength at 28 days.

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## 2. Air Entrainment

All concrete exposed to the weather contains 5%, plus or minus 1-1/2, entrained air through the use of air-entraining cement or an air-entraining admixture as specified above.

## DEPOSITING CONCRETE

### 1. Weather Conditions

Concrete is deposited only with outside temperature and walls of foundation excavation of 40°F and rising, unless special methods are used to heat the aggregates and excavation; protect freshly placed concrete from freezing. When temperature is 40°F, concrete temperature will not be less than 70°F for 72 hours or more after pouring. The maximum temperature of concrete produced with heated water, or both, does not exceed 120°F at any time during its production or transportation. Winter concreting conforms to ACI 605-59.

### 2. Mixing

Ready-mixed concrete is used unless job-mixed concrete is specifically approved. Mix and deliver ready-mixed concrete is prepared in accordance with ASTM C94-65.

### 3. Placing

All debris, water and ice are removed from forms before placing concrete. Concrete is placed in conformance with ACI 318-66, and placed with the aid of mechanical vibrating equipment or hand compaction.

### 4. Construction Joints

Construction joints are formed as indicated on the drawings.

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5. Protection and Curing

Concrete is protected against frost and rapid drying and kept moist for at least six (6) days after placing.

E. FINISHES

1. Patching

Defective surfaces are patched as outlined below:

Chip out defective areas to a depth of 1" with edges perpendicular to the surface, wet surface and surrounding area to prevent absorption of water from the patching mortar. Next, brush surface to be patched with a grout composed of equal parts of portland cement, sand, and water. Make patching mortar of same materials and proportions as used for the concrete except that the coarse aggregate is omitted. Compact patching mortar into place and screen off so as to leave the patch slightly higher than the surrounding surface. After initial shrinkage has taken place, the patch is finished in such a manner as to match the adjoining surface.

F. GROUTING

Where the sign column is mounted in a grouted socket after column is plumbed and held securely in place, we use 3/8" maximum size coarse aggregate and grout socket monolith with a pedestal cast.

**CSA**

## Electrical

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### A. SPECIFICATION REFERENCE

#### 1. Materials

Materials conform to the following specifications and standards.

- NEMA
- Underwriters' Laboratories
- Any and all Federal, State and Local Codes, Ordinances or Regulations.

#### 2. Electrical Installation

All electrical connections and installations conform to the following specifications.

- National Electric Code
- Underwriters' Laboratories
- Any and all Federal, State and Local Codes, Ordinances or Regulations.

### B. GENERAL

The signs are illuminated internally using fluorescent lamps.

### C. INTERIOR - ELECTRICAL

1. All wiring and electrical components of our signs will conform to the Underwriters' Laboratories, Inc., Standard for Electric Signs, and will bear this label. Local codes, ordinances and regulations will also be met.

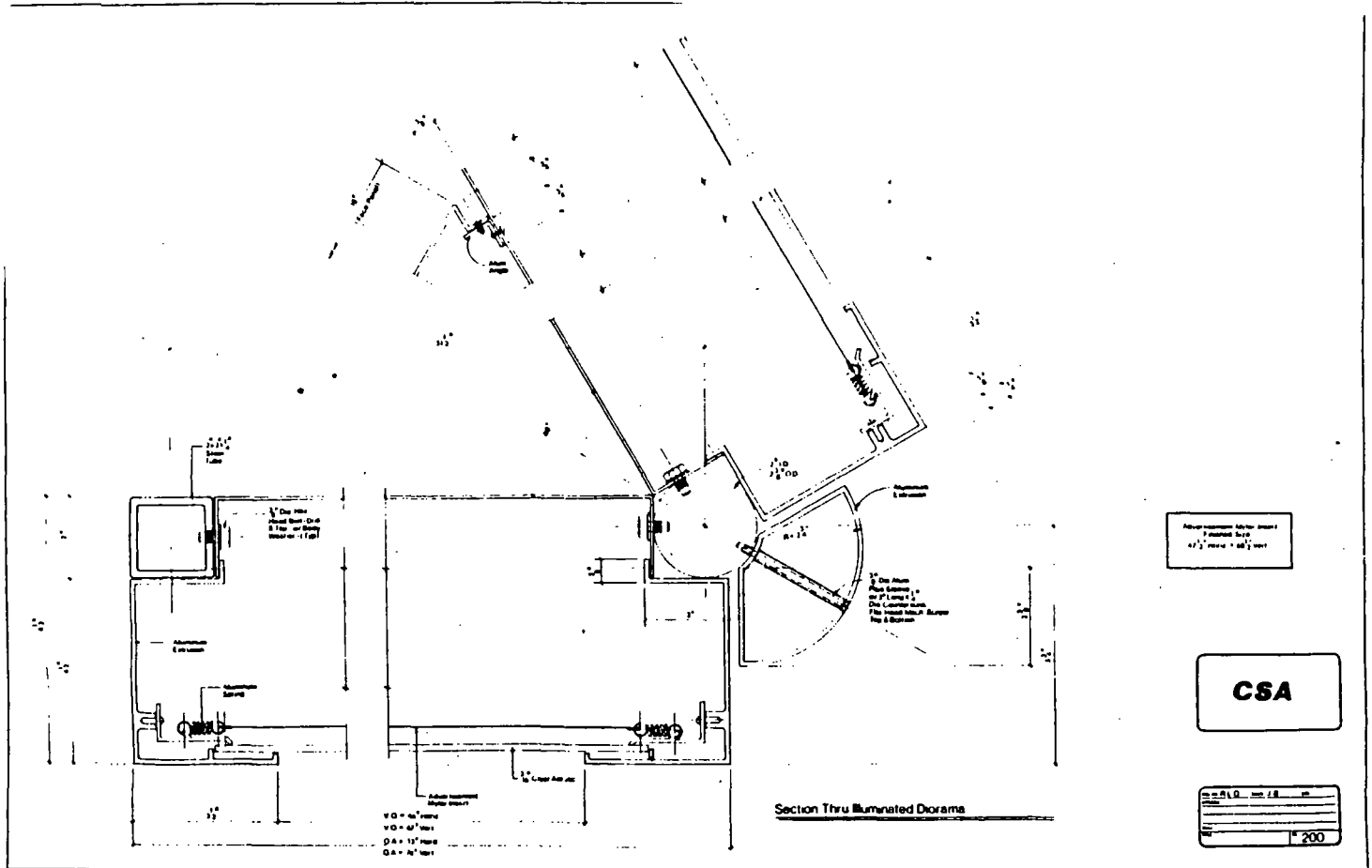
#### 2. Fluorescent Lamps

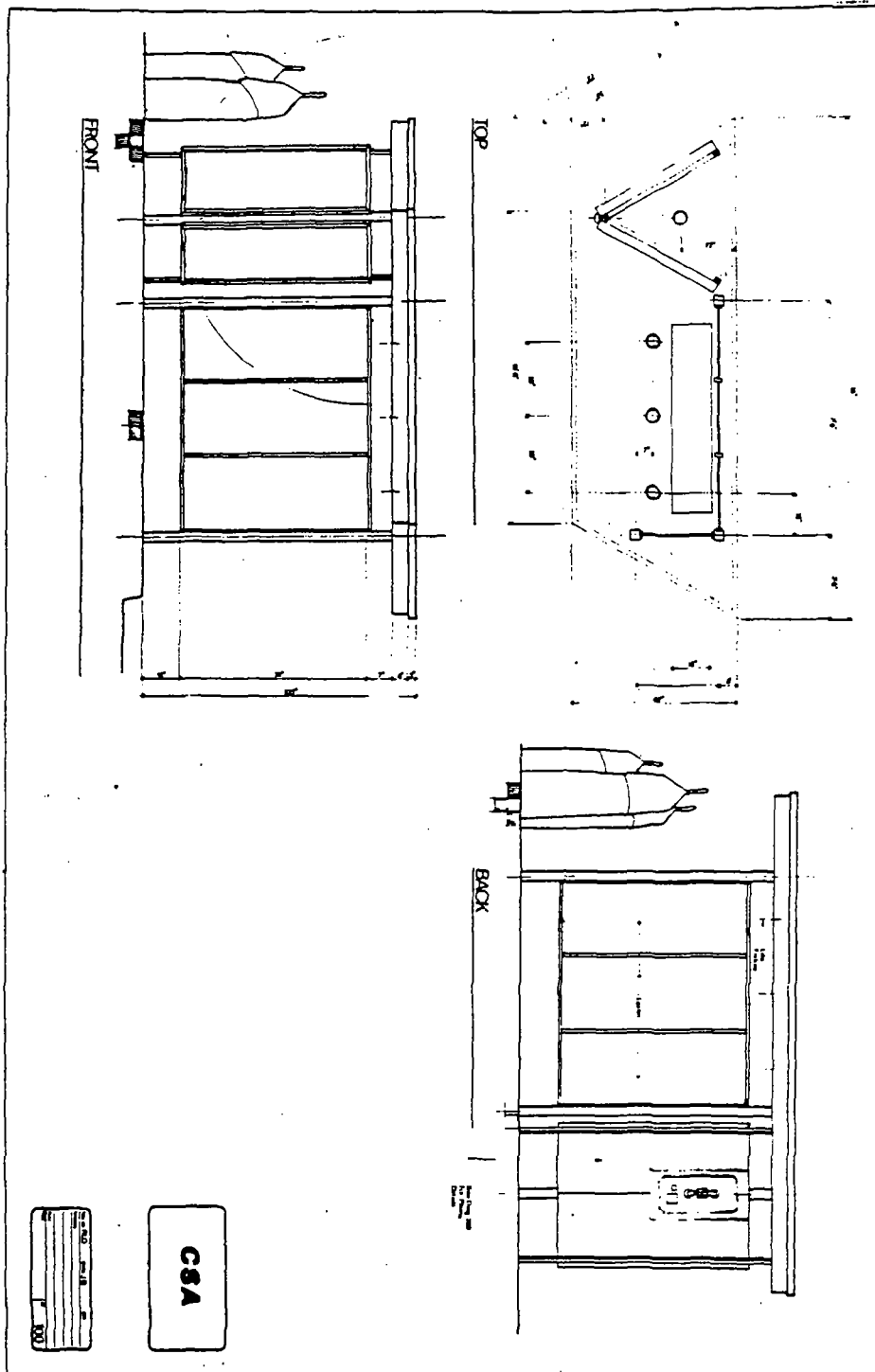
Lamps will be General Electric, Sylvania, or Westinghouse fluorescent.

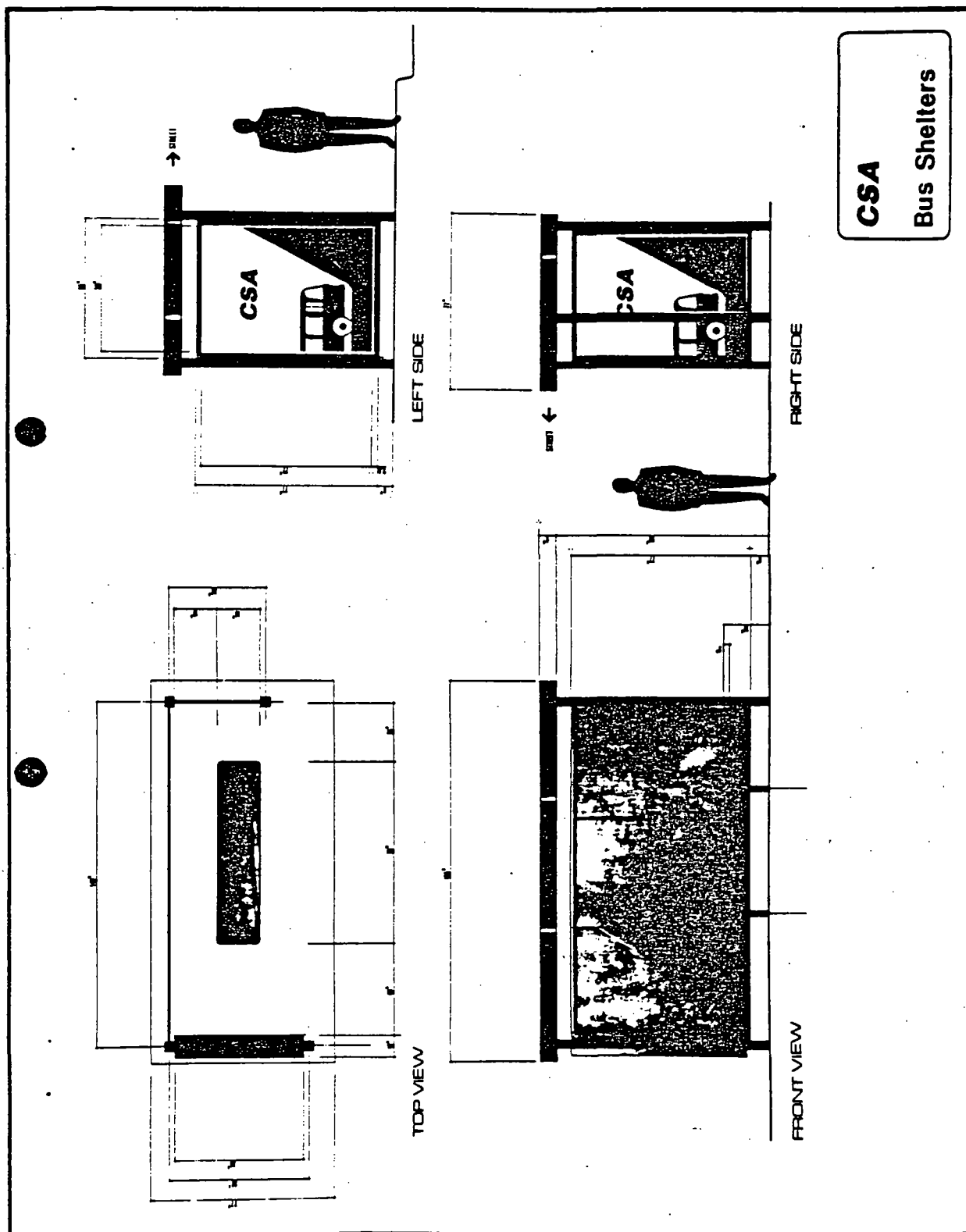
#### 3. Ballasts

All fluorescent lamp ballasts will be listed with the Underwriters' Laboratories and bear the U.L label, and be designed, built, and tested in accordance with the N.E.M.A. standards.









(Continued from page 3477)

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--45.

*Nays*--None.

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

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**Authority Granted for Designation of Delaware  
Building as "Chicago Landmark."**

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission of Chicago Historical and Architectural Landmarks, filed with the City Council pursuant to Section 21-64 of the Municipal Code of Chicago, that the Delaware Building designed by Otis Leonard Wheelock, and built in 1872, be designated as a Chicago Landmark.

SECTION 2. The structure known as the Delaware Building located on property commonly known as 36 West Randolph Street, Chicago, Illinois and legally described as follows:

Lots 5, 6, 7, and 8 in the Assessor's Division of Lots 5, 6, and 8 and all that part of original Lot 5 in Block 36, lying south of a line running east and west and 110 feet south of and parallel with the south line of the first alley to the north and lying west of a line 60.24 feet, east of and parallel with the east line of Dearborn Street and North of the North line of Lots 5 and 8 in the Assessor's Division of Lots 5, 6, and 8 in Block 36 of the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

is hereby designated as a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64 (f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64 (f) of the Municipal Code of Chicago.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64 (g) of the Municipal Code of Chicago.

SECTION 5. This ordinance shall take effect on and after the date of its passage.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--45.

*Nays*--None.

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

### COMMITTEE ON LOCAL TRANSPORTATION.

#### Authority Granted to Construct and Maintain C.T.A. Bus Passenger Shelters.

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on November 9, 1983):

WHEREAS, Chicago Transit Board of Chicago Transit Authority has determined by experience the necessity of erecting shelters for the convenience of bus passengers; and

WHEREAS, Chicago Transit Authority is funded by grants previously allocated by the Urban Mass Transportation Administration and the Illinois Department of Transportation; and

WHEREAS, Chicago Transit Authority has selected as sites those bus stops where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in the site selection; and

WHEREAS, Chicago Transit Authority has prepared the necessary specifications and has advertised for bids to fabricate the shelters through the normal procedures of Chicago Transit Authority; now, therefore,

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

SECTION 1. That the construction of bus shelters at the following seven (7) locations within the public right-of-way of the City of Chicago is hereby approved:

| <i>Street</i> | <i>Intersection</i> | <i>Direction</i> | <i>Ward</i> |
|---------------|---------------------|------------------|-------------|
| Michigan      | 29th                | NB               | 02          |
| 63rd          | Latrobe             | EB               | 13          |
| Damen         | 51st                | NB               | 14          |
| Cermak        | Pulaski             | EB               | 22          |
| Central Pk.   | Ogden               | SB               | 24          |
| Madison       | Central             | EB               | 29          |
| Fullerton     | California          | EB               | 33          |

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago's Department of Streets and Sanitation, Bureau of Streets for work necessary to install and maintain the bus shelters.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of these bus shelters.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of these bus shelters.

SECTION 1d. The Chicago Transit Authority shall remove or relocate these shelters at their sole expense within ten (10) days when so ordered by the City of Chicago's Department of Streets and Sanitation.

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

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

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**Amendment of Ordinance Authorized for Establishment  
of Taxicab Stand No. 520.**

The Committee on Local Transportation submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith (which was referred to the committee on November 14, 1983):

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

SECTION 1. That an ordinance passed by the City Council on November 14, 1981, printed on pages 7091-7092 of the Journal of the Proceedings of said date, establishing the following taxicab stand:

Stand No. 520 on E. Erie Street, along the north curb, from a point 135 feet west of the west building line of N. Lake Shore Drive to a point 100 feet west thereof, 5 vehicles

be and the same is hereby amended by striking out therefrom the following language:

"to a point 100 feet west thereof, 5 vehicles"

and inserting in lieu the following:

"to a point 60 feet west thereof, 3 vehicles."

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

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

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**C.T.A. Memorialized to Give Consideration to Relocation of  
Bus Stop at No. 3258 S. Halsted St.**

The Committee on Local Transportation, to which had been referred (on November 9, 1983) a proposed order to memorialize the Chicago Transit Authority to give consideration to relocating a bus stop at 3258 S. Halsted Street submitted a report recommending that the City Council pass said proposed order.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said order as passed:

*Ordered*, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to relocating a bus stop from 3258 S. Halsted Street to approximately 3306 S. Halsted Street.

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#### COMMITTEE ON STREETS AND ALLEYS.

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##### Grant of Privilege Authorized for Garden City Envelope Co. for Use of Bridge at Specified Location.

The Committee on Streets and Alleys, to which had been referred (October 20, 1983) a proposed ordinance for a grant of privilege in a public way, submitted a report recommending that the City Council pass the said proposed ordinance transmitted therewith.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Garden City Envelope Co., upon the terms and subject to the conditions of this ordinance, to maintain and use an enclosed bridge over and across W. Wellington Avenue connecting the second floor level of the offices of said grantee in the premises known as 2525 W. Wellington Avenue with the corresponding floor in the warehouse at 2526 W. Wellington Avenue. Said bridge is to be located approximately one hundred fifty (150) feet west of the west line of N. Campbell Avenue. The size of the bridge is approximately sixty-six (66) feet in length, nine (9) feet in height, ten (10) feet in width and not less than sixteen (16) feet above street grade; for a period of five (5) years from and after December 14, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of

the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of December 14, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the 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 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.

#### Orders Passed for Grants of Privilege in Public Ways (Canopies).

The Committee on Streets and Alleys to which had been referred on October 20, 1983 ten proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the 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, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

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

#### *Grant to Berghoff Restaurant Co.: Canopy.*

*Ordered.* That the City Comptroller is hereby authorized to issue a permit to Berghoff Restaurant Company to maintain and use a canopy over the public right of way in W. Adams Street attached to the building or structure located at No. 17 W. Adams Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal

in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 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 Bethany Missionary Baptist Church: Canopies.*

*Ordered.* That the City Comptroller is hereby authorized to issue a permit to Bethany Missionary Baptist Church to maintain and use five (5) canopies over the public right of way in W. 63rd Street attached to the building or structure located at No. 1718 W. 63rd Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 15, 12, 12, 12 and 12 feet respectively in length, nor 10, 4, 4, 4, and 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred and Fifty and no/100 Dollars (\$250.00) 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 Germania Club: Canopy.*

*Ordered.* That the City Comptroller is hereby authorized to issue a permit to Germania Club to maintain and use an existing canopy over the public right of way in W. Germania Place attached to the building or structure located at No. 108 W. Germania Place for a period of three (3) years from and after November 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 20 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 Hebe Lounge, Inc. d/b/a Tony's: Canopy.*

*Ordered.* That the City Comptroller is hereby authorized to issue a permit to Hebe Lounge, d/b/a Tony's 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. 2824 W. Fullerton Avenue for a period of three (3) years from and after October 24, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 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 Miriam, Inc., d/b/a Chef Eduardo's Ristorante: Canopy.*

*Ordered.* That the City Comptroller is hereby authorized to issue a permit to Miriam, Inc., d/b/a

Chef Eduardo's Ristorante to maintain and use a canopy over the public right of way in N. Wells Street attached to the building or structure located at No. 1640 N. Wells Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 3 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 Shetland Properties of Chicago, Inc.: Canopies.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Shetland Properties of Chicago, Inc. to construct, maintain and use three canopies over the public right of way in S. Lumber Street attached to the building or structure located at No. 1801 S. Lumber 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 canopies not to exceed 12, 12 and 12 feet respectively in length, nor 8, 8 and 8 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Mayer and Lillian Stern: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to Mayer and Lillian Stern to maintain and use an existing canopy over the public right of way in W. 63rd Street attached to the building or structure located at Nos. 3149-3163 W. 63rd Street for a period of three (3) years from and after January 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 37 feet in length, nor 21 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 TB & Z Realty and Management Corp.: Canopy.*

*Ordered,* That the City Comptroller is hereby authorized to issue a permit to TB & Z Realty & Management Corporation to maintain and use a canopy over the public right of way in W. Madison Street attached to the building or structure located at No. 2 North Riverside Plaza for a period of three (3) years from and after January 2, 1984 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Velsicol Chemical Corp.: Canopies.*

*Ordered*, That the City Comptroller is hereby authorized to issue a permit to Velsicol Chemical Corporation to maintain and use 2 existing canopies over the public right of way in N. McClurg Court and E. Ohio Street attached to the building or structure located at No. 540 N. McClurg Court and No. 351 E. Ohio Street for a period of three (3) years from and after November 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 20 feet in length nor 8 feet in width in N. McClurg Court and 25 feet in length, nor 9 feet in width in E. Ohio Street; 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.

*Grant to West Loop Associates: Canopy.*

*Ordered*, That the City Comptroller is hereby authorized to issue a permit to West Loop Associates to maintain and use an existing canopy over the public right of way in W. Fulton Market attached to the building or structure located at Nos. 641-649 W. Fulton Market for a period of three (3) years from and after June 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 32 feet in length, nor 16 feet in width; Upon the filing of the acceptance and bond and payment of Fifty-seven and no/100 Dollars (\$57.00) 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.

**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 20, 1983):

*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 plat of "Scanlon's Subdivision" having a frontage of 120.99 feet on the west side of S. St. Louis Avenue, a depth of 124.00 feet, and located 804.56 feet north of the north line of W. 115th Street, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 23-19-83-855).

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, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, Volini, Orr, Stone--45.

*Nays*--None.

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

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**Authority Granted for Installation of Planters  
at Specified Locations.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, November 18, 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 October 20, 1983) to Stephen A. Rebarchak, Vice President, Quantum Properties, 179 W. Washington Street, for the installation of six round planters approximately four feet high by four feet in diameter (three planters in front of No. 179 W. Washington Street and three planters alongside on N. Wells Street) (1st Ward).

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton the said proposed order which was transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Stephen A. Rebarchak, Vice President, Quantum Properties, 179 W. Washington Street, for the installation of six concrete round planters approximately four feet high by four feet in diameter (three planters in front of No. 179 W. Washington Street and three planters alongside on N. Wells Street).

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**Authority Granted for Curb Setback at Specified Location.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, November 18, 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 October 12, 1983) to 777 North Michigan Avenue Condominium Association to set back the curb at the address known as 777 N. Michigan Avenue (42nd Ward).

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

On motion of Alderman Cullerton the said proposed order which was transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Streets and Sanitation is hereby directed to issue the necessary permits to 777 North Michigan Avenue Condominium Association to set back the curb at the address known as 777 N. Michigan Avenue, Chicago, Illinois, subject to the approval of plans and upon the payment of fees, but without the payment of compensation. The adjoining property owner shall restore upon completion of use and assume full responsibility for maintenance and snow removal.

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**Authority Granted for Street and Alley Improvements  
by Special Assessment.**

The Committee on Streets and Alleys, to which had been referred (October 31, 1983) seventeen 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, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--45.

*Nays*--None.

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

The following are descriptive summaries of the said seventeen improvement ordinances as passed:

*Alleys Between E. 85th St., S. South Chicago Av., S. Yates Blvd.,  
and S. Oglesby 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 E. 85th Street, S. South Chicago Avenue, S. Yates Boulevard and S. Oglesby Avenue; also that part of the north and south roadway from a line parallel with and nineteen (19) feet north of the south line of E. 85th Street to the south line of E. 85th Street; also that part of the northwesterly, southeasterly roadway from a line parallel with and fourteen (14) feet east of the west line of S. Yates Boulevard to the west line of S. Yates Boulevard; also that part of the east and west roadway from a line parallel with and nineteen (19) feet west of the east line of S. Oglesby Avenue to the east line of S. Oglesby Avenue.

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*Alleys Between W. Vermont St., W. 128th Pl., S. Emerald Av.  
and S. Halsted St., Etc.--Grading, Paving and Improving.*

An ordinance for grading and paving the roadways of the alleys between W. Vermont Street, W. 128th Place, S. Emerald Avenue and S. Halsted Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of W. 128th Place to the north line of W. 128th Place.

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*Alleys Between W. 122nd St., W. 123rd St., S. LaSalle St. and  
S. Wentworth 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 roadway of the alleys between W. 122nd Street, W. 123rd Street, S. LaSalle Street and S. Wentworth Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 122nd Street to the south line of W. 122nd Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of W. 123rd Street to the north line of W. 123rd Street.

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*Alley Between W. 64th St., W. 65th St., Chicago Union Transfer  
Railroad and S. Knox 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 roadway of the alley between W. 64th Street, W. 65th Street, Chicago Union Transfer Railroad and S. Knox Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 65th Street to the north line of W. 65th Street.

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*Alleys in Block Bounded by W. 68th St., W. 69th St., S. Oakley  
Av. and S. Claremont 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. 68th Street, W. 69th Street, S. Oakley Avenue and S. Claremont Avenue; also that part of the north and south roadway from a line parallel with and nineteen (19) feet north of the south line of W. 68th Street to the south line of W. 68th Street.

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*Alley between W. 81st St., W. 82nd St., S. Honore St.  
and S. Wolcott 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 roadway of the alley between W. 81st Street, W. 82nd Street, S. Honore Street and S. Wolcott Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 81st Street to the south line of W. 81st Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 82nd Street to the north line of W. 82nd Street.

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*Alley Between W. 81st St., W. 82nd St., S. Wolcott Av. and S. Winchester 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 roadway of the alley between W. 81st Street, W. 82nd Street, S. Wolcott Avenue and S. Winchester Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the south line of W. 82nd Street to the north line of W. 82nd Street.

*Alley Between W. 90th St., W. 91st St., S. May St. and S. Racine 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 roadway of the alley between W. 90th Street, W. 91st Street, S. May Street and S. Racine Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 90th Street to the south line of W. 90th Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of W. 91st Street to the north line of W. 91st Street.

*Alleys Between W. 50th St., S. Archer Av., S. Komensky Av. and  
S. Karlov Av., Etc.--Grading and Paving.*

An ordinance for grading and paving the roadways of the alleys between W. 50th Street, S. Archer Avenue, S. Komensky Avenue and S. Karlov Avenue; 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. Komensky Avenue to the west line of S. Komensky Avenue.

*Alley Between I.H.B. Railroad, W. 60th St., S. Menard Av. and  
S. Monitor Av.--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 roadway of the alley between I.H.B. Railroad, W. 60th Street, S. Menard Avenue and S. Monitor Avenue.

*Alley Between Belt Railway R.O.W., W. 60th St., S. Monitor Av.  
and S. Mayfield Av.--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 Belt Railway R.O.W., W. 60th Street, S. Monitor Avenue and S. Mayfield Avenue.

*Alleys Between W. Eddy St., N. Elston Av., N. Albany Av. and  
N. Troy St., 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. Eddy Street, N. Elston Avenue, N. Albany Avenue and N. Troy Street; also that part of the northwesterly-southeasterly roadway from a line parallel with and seventeen (17) feet east of the west line of N. Albany Avenue to the west line of N. Albany Avenue; also that part of the northwesterly-southeasterly roadway from a line parallel with and seventeen (17) feet northerly of the southerly line of N. Troy Street to the southerly line of N. Troy Street.

*Alley Between W. 108th St., W. 109th St., S. Eggleston Av. and  
S. Normal Av.--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. 108th Street, W. 109th Street, S. Eggleston Avenue and S. Normal Avenue.

*Alley Between W. 108th St., W. 109th St., S. Normal Av. and S. Parnell  
Av.--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. 108th Street, W. 109th Street, S. Normal Avenue and S. Parnell Avenue.

*Alley Between W. 111th St., W. 111th Pl., S. Aberdeen St. and  
S. Racine Av.--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. 111th Street, W. 111th Place, S. Aberdeen Street and S. Racine Avenue.

*Alleys Between W. 111th St., W. 112th St., S. Normal Av. and  
S. Parnell 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. 111th Street, W. 112th Street, S. Normal Avenue and S. Parnell Avenue; also that part of the north and south roadway from a line parallel with and twenty (20) feet south of the north line of W. 112th Street to the north line of W. 112th Street.

*Alley Between W. Pratt Av., N. Onarga Av., N. Olympia Av. and  
N. Oxford Av.--Sewer, Etc. and Grading, Paving and  
Improving.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasin complete and for grading, paving and otherwise improving the roadway of the alley between W. Pratt Avenue, N. Onarga Avenue, N. Olympia Avenue and N. Oxford Avenue.

**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 October 20, 1983, four 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, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

Said orders as passed read respectively as follows (the italic heading in each case not being a part of the order):

*Alley Bounded by W. 53rd St., Railroad Tracks,  
S. Cicero Av. and S. Keating Av.--Paving.*

*Ordered.* That the Board of Local Improvements is hereby requested to institute the necessary proceedings, for the paving with concrete, by special assessment, of the roadway of the north-south alley bounded by W. 53rd Street, the railroad tracks, S. Cicero Avenue and S. Keating Avenue.

*Alley Bounded by W. 51st St., S. Archer Av., S. Cicero Av.  
and S. Keating Av.--Paving.*

*Ordered.* That the Board of Local Improvements is hereby requested to institute the necessary proceedings, for the paving with concrete, by special assessment, of the roadway of the north-south alley bounded by W. 51st Street, S. Archer Avenue, S. Cicero Avenue and S. Keating Avenue.

*Alley Bounded by W. 53rd St., Railroad Tracks,  
S. Keating Av. and S. Kilpatrick Av.--Paving.*

*Ordered.* That the Board of Local Improvements is hereby requested to institute the necessary proceedings, for the paving with concrete, by special assessment, of the roadway of the north-south alley bounded by W. 53rd Street, the railroad tracks, S. Keating Avenue and S. Kilpatrick Avenue.

*Alley Bounded by W. 53rd St., Railroad Tracks,  
S. Kilpatrick Av. and S. Knox Av.--Paving.*

*Ordered.* That the Board of Local Improvements is hereby requested to institute the necessary proceedings, for the paving with concrete, by special assessment, of the roadway of the north-south alley bounded by W. 53rd Street, the railroad tracks, S. Kilpatrick Avenue and S. Knox Avenue.

*Re-Referred--PROPOSED ORDINANCE FOR GRANT OF  
PRIVILEGE TO CHICAGO BLOOMS, INC. FOR USE  
OF PORTION OF PUBLIC RIGHT OF WAY.*

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance for a grant of privilege to Chicago Blooms, Inc. to use a portion of the public right of way.

On motion of Alderman Natarus the said proposed ordinance was *Re-referred to the Committee on Streets and Alleys.*

*Re-Referred--PROPOSED ORDINANCE TO GRANT AUTHORITY FOR  
CONTRACTS WITH MASS TRANSPORTATION CARRIERS FOR USE  
OF CITY STREETS AND BOULEVARDS.*

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance granting authority for contracts with mass transportation carriers for use of the City streets and boulevards.

On motion of Alderman Cullerton the said proposed ordinance was *Re-referred to the Committee on Streets and Alleys.*

**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.

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*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.**

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***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:

| <i>Alderman</i>     | <i>Location</i>                                                                                                                                                                                                     |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Laurino (39th Ward) | W. Devon Avenue (south side), at No. 3625 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;<br><br>W. Lawrence Avenue (north side), at Nos. 3734 and 3736 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday; |
| Natarus (42nd Ward) | W. Ontario Street, at No. 222 --at all times;                                                                                                                                                                       |
| Hansen (44th Ward)  | N. Southport Avenue (west side), at No. 3432.                                                                                                                                                                       |

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***Referred--PROPOSED ORDINANCE TO RESTRICT MOVEMENT  
OF VEHICULAR TRAFFIC TO A NORTHERLY DIRECTION  
ON PORTION OF N. MARSHFIELD AV.***

Alderman Schulter (47th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on N. Marshfield Avenue between W. Addison Street and W. Irving Park Road; which was *Referred to the Committee on Traffic Control and Safety*.

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***Referred--PROPOSED ORDINANCE TO DISCONTINUE  
RESTRICTION ON MOVEMENT OF VEHICULAR  
TRAFFIC TO SINGLE DIRECTION ON  
PORTION OF E. 85th ST.***

Alderman Beavers (7th Ward) presented a proposed ordinance to discontinue the restriction imposed

on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on E. 85th Street from S. Burley Avenue to S. Green Bay Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--*PROPOSED ORDER FOR REMOVAL OF PARKING  
METERS AT NO. 222 W. ONTARIO ST.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of parking meter Nos. 241-1033 and 241-1034 in front of No. 222 W. Ontario Street; which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--*PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES  
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| <i>Alderman</i>                 | <i>Location and Distance</i>                                                                                                                                                                                                                      |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Beavers (7th Ward)              | S. Exchange Avenue, at Nos. 7853-7859;                                                                                                                                                                                                            |
| Hutchinson (9th Ward)           | E. 114th Street (north side), from a point 30 feet east of S. Cottage Grove Avenue to a point 25 feet east thereof;                                                                                                                               |
| Burke (for Vrdolyak, 10th Ward) | S. Avenue M (east side), at No. 11351 (except for handicapped);                                                                                                                                                                                   |
| Stemberk (22nd Ward)            | S. Millard Avenue (east side), at No. 3029 (except for handicapped);                                                                                                                                                                              |
| Krystyniak (23rd Ward)          | S. Oak Park Avenue (both sides), from W. 64th Place to W. 65th Place;                                                                                                                                                                             |
| Hagopian (30th Ward)            | W. Barry Avenue (south side), at No. 4135 (except for handicapped);                                                                                                                                                                               |
| Laurino (39th Ward)             | W. Ainslie Street (east side), at No. 3649 (except for handicapped);<br><br>N. Keystone Avenue, at No. 4900 (except for handicapped);<br><br>W. Lawrence Avenue (south side), from N. Keystone Avenue to a point 80 feet west of N. Pulaski Road; |
| Volini (48th Ward)              | N. St. Louis Avenue (west side), from N. Lincoln Avenue to the first alley south thereof;                                                                                                                                                         |
| Stone (50th Ward)               | N. Kenmore Avenue (west side), at No. 6022;<br><br>W. Albion Avenue, at No. 1759 (except for handicapped).                                                                                                                                        |

*Referred*--PROPOSED ORDER TO ESTABLISH "RESIDENT PERMIT  
PARKING ZONE 10" FOR VEHICLES ON PORTION OF  
N. MONITOR AV.

Alderman Damato (37th Ward) presented a proposed order to establish a "Resident Permit Parking Zone 10" for vehicles on N. Monitor Avenue (both sides), from W. Grand Avenue to W. Dickens Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*--PROPOSED ORDER TO DESIGNATE "RESIDENTIAL PARKING  
ONLY" AREA ON PORTION OF N. PARKSIDE AV.

Alderman McLaughlin (45th Ward) presented a proposed order to designate a "Residential Parking Only" area on the west side of the 5700 block of N. Parkside Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*--PROPOSED ORDER TO DESIGNATE PORTION OF W.  
WRIGHTWOOD AV. AS SERVICE DRIVE.

Alderman Hagopian (30th Ward) presented a proposed order to designate W. Wrightwood Avenue (both sides), from N. Cicero Avenue to a point 125 feet west thereof, as a service drive; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*--PROPOSED ORDINANCES TO IMPOSE SPEED LIMITS  
FOR VEHICLES ON SPECIFIED STREETS.

Alderman McLaughlin (45th Ward) presented two proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| <i>Location</i>     | <i>Distance and Speed</i>                                                                  |
|---------------------|--------------------------------------------------------------------------------------------|
| W. Bryn Mawr Avenue | Between N. Milwaukee Avenue and N. Central Avenue -- 15 miles per hour (salt trucks only); |
| W. Wilson Avenue    | Between N. Milwaukee Avenue and N. Laporte Avenue -- 20 miles per hour.                    |

*Referred*--PROPOSED ORDINANCES TO ESTABLISH TOW  
AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow away zones at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| <i>Alderman</i>      | <i>Location</i>                                                                        |
|----------------------|----------------------------------------------------------------------------------------|
| Sawyer (6th Ward)    | E. 75th Street (both sides), from S. Stony Island Avenue to S. Blackstone Avenue;      |
| Schulter (47th Ward) | W. Ainslie Avenue (both sides), from N. Clark Street to a point 135 feet west thereof. |

*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:

| <i>Alderman</i>                            | <i>Location of Signals</i>                                              |
|--------------------------------------------|-------------------------------------------------------------------------|
| O'Connor (40th Ward)                       | Peterson Avenue (east bound), at N. California Avenue--left turn arrow; |
| O'Connor (40th Ward) and Stone (50th Ward) | W Peterson Avenue (eastbound) at N. Western Avenue--left turn arrow.    |

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*Referred--PROPOSED ORDERS FOR INSTALLATION  
OF TRAFFIC SIGNS.*

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| <i>Alderman</i>        | <i>Location and Type of Sign</i>                                                                                                                                                                                                                                                 |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Madrzyk (13th Ward)    | S. Karlov Avenue and W. 60th Street -- "Stop";<br>S. Kedvale Avenue and W. 54th Street -- "Stop";                                                                                                                                                                                |
| Sheahan (19th Ward)    | S. Oakley Avenue (northeast corner) and W. 98th Street -- "No Right Turn";<br>S. Oakley Avenue and W. 98th Street (northeast corner) -- "1-Way Stop";<br>W. 107th Street, west of S. Western Avenue -- "Dead End";                                                               |
| Sherman (21st Ward)    | S. Marshfield Avenue and W. 88th Street -- "Stop";<br>S. Marshfield Avenue and W. 89th Street -- "Stop";<br>S. Marshfield Avenue and W. 91st Street -- "Stop";<br>S. Paulina Street and W. 88th Street -- "2-Way Stop";<br>S. Paulina Street and W. 89th Street -- "2-Way Stop"; |
| Krystyniak (23rd Ward) | S. Leclaire Avenue and W. 48th Street -- "4-Way Stop";<br>Entrances to north-south alley in No. 5200 block between S. Natoma Avenue and S. Nashville Avenue -- "No Thru Traffic";                                                                                                |
| W. Davis (27th Ward)   | W. Huron Street and N. Spaulding Avenue -- "Stop";                                                                                                                                                                                                                               |
| Kotlarz (35th Ward)    | N. Keeler Avenue and W. Waveland Avenue -- "Stop";                                                                                                                                                                                                                               |

## Banks (36th Ward)

W. Barry Avenue and N. Osceola Avenue--  
--"Stop";

W. Cornelia Avenue and N. Octavia Avenue--  
--"3-Way Stop";

W. George Street and N. Newland Avenue--  
--"Stop";

N. Sayre Avenue and W. Cortland Street--  
--"Stop";

## Cullerton (38th Ward)

W. Grace Street and N. Octavia Avenue--  
--"Stop";

N. Mason Avenue and W. Belle Plaine Avenue--  
--"Stop";

## Laurino (39th Ward)

N. Forest Glen Avenue and W. Thorndale  
Avenue--"Stop";

W. Lunt Avenue and N. Dowagiac Avenue--  
--"Stop";

## McLaughlin (45th Ward)

W. Carmen Avenue and N. Natchez Avenue--  
--"Stop";

W. Foster Avenue and N. Elston Avenue--  
--"No Turn on Red";

N. Milwaukee Avenue and N. Central Avenue--  
--"Slow-Pedestrian Crossing";

## Stone (50th Ward)

W. Arthur Avenue and N. Mozart Street--  
--"Stop";

W. Howard Street and N. Ridge Avenue--  
--"No Turn on Red."

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## 2. ZONING ORDINANCE AMENDMENTS.

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None.

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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*

Nardulli (26th Ward)

Santiago (31st Ward)

Orr (49th Ward)

*Claimant*

Joseph Cuira;

Lucas Casillas;

Winston Shelby.

**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:

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Presented by

**ALDERMAN ROTI (1st Ward) and ALDERMAN W. DAVIS (27th Ward):**

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to GTE Sprint Communications Corporation to install, maintain and use a fiber optic telephone conduit system which shall connect the Sears Tower on W. Jackson Boulevard to the railroad properties located on W. Polk and N. Canal Streets.--*Referred to the Committee on Streets and Alleys.*

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Presented by

**ALDERMAN SAWYER (6th Ward):**

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD  
AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to Corkhill Electric Company, 4536 W. Lawrence Avenue, Chicago, IL 60630, to install a sign/signboard at 8301 S. State Street for Standard Oil.--*Referred to the Committee on Zoning.*

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Presented by

**ALDERMAN HUELS (11th Ward):**

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to PTE-Power Transmission Equipment Company to maintain and use, as now constructed, an eight-foot wire fence topped with three strands of barbed wire which would close off the west 480.5 feet of W. 38th Place near S. Normal Avenue with three slide type gates to be used to facilitate employee parking.--*Referred to the Committee on Streets and Alleys.*

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Presented by

**ALDERMAN MAJERCZYK (12th Ward):**

*Referred--*PROPOSED ORDINANCE TO APPROVE SPECIFIED  
PLAT OF SUBDIVISION.

A proposed ordinance to approve a plat of "Cook Terminal Subdivision" located on the northerly side of W. 38th Street near S. St. Louis Avenue and having a frontage of 1,254.60 feet along W. 38th Street and a depth of 230.00 feet to the southerly right of way of the Chicago Alton Railroad.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE  
IN PUBLIC WAY.

Also a proposed ordinance to grant permission and authority to Capital Bank of Chicago, under trust 115, to maintain and use eight sample basins and approximately five hundred eighty-five lineal feet of fourteen-inch sewer pipe in connection with a private sanitary and storm sewer system under and along W. 38th Street in front of the premises at 3600 W. 38th Street for the purpose of obtaining sewage discharge samples on a twenty-four hour basis.--*Referred to the Committee on Streets and Alleys.*

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Presented by

**ALDERMAN MADRZYK (13th Ward):**

*Referred--*PROPOSED ORDERS FOR PERMITS TO INSTALL  
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Two proposed orders for issuance of sign permits to White Way Sign Company, 1317 N. Clybourn Avenue, Chicago, IL 60610, to install signs/signboards for United Savings of America at specified locations, which were *Referred to the Committee on Zoning*, as follows:

7853 S. Cicero Avenue;

4730 W. 79th Street.

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Presented by

**ALDERMAN KRYSTYNIAK (23rd Ward):**

*Referred--*PROPOSED ORDERS TO INSTALL BUS PASSENGER  
SHELTERS AT SPECIFIED LOCATIONS.

Two proposed orders to install bus passenger shelters at specified locations, which were *Referred to the Committee on Local Transportation*, as follows:

S. Archer Avenue (south side) at its intersection with W. 47th Street;

S. Archer Avenue (south side) at its intersection with S. Linder Avenue

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Presented by

**ALDERMAN HENRY (24th Ward):**

**Gratitude Extended to Joint Fine Arts Venture  
of Material Service Corp.- Urban Gateways-  
Crown Community Academy.**

A proposed resolution reading as follows:

WHEREAS, Material Service Corporation, one of our city's most community-minded businesses, is adopting the Sol R. Crown Community Academy by funding, through Urban Gateways, a 3-year program which will integrate fine arts programs with the Crown students' general academic experience; and

WHEREAS, This outstanding fine arts program, under the direction of Superintendent Ruth B. Love, Principal Willie L. Bond and Assistant Principal Barbara L. Stratton, has already been in existence two years and has brought about improvements in Crown students' testing scores; and

WHEREAS, The generous and academic-minded support of the fine arts program insures the success of embellishing the Crown students' education by increased exposure to music, dance,

drama, band and art as a part of everyday life and learning; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 23rd day of November, 1983, do hereby express our gratitude to Material Service Corporation and its head, Lester Crown, on helping to improve the learning experience of our students at Crown Community Academy, as well as our congratulations to this outstanding school, the Sol R. Crown Community Academy, on deserving such a unique and inspirational program; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Material Service Corporation and to Crown Community Academy.

Alderman Henry 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 Henry, seconded by Alderman D. Davis, the foregoing proposed resolution was *Adopted*.

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Presented by

ALDERMAN W. DAVIS (27th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN  
EXISTING CANOPY.

A proposed order for issuance of a permit to American Ukrainian Youth Association, Inc. to maintain and use an existing canopy attached to the building or structure located at 2457 W. Chicago Avenue.-  
*-Referred to the Committee on Streets and Alleys.*

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Presented by

ALDERMAN KOTLARZ (35th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 25  
OF MUNICIPAL CODE CONCERNING CITY EMPLOYEES'  
SALARY INCREASE RESTRICTIONS.

A proposed ordinance to amend Chapter 25 of the Chicago Municipal Code by adding new language to Section 25-5 which would stipulate that no salary of any officer or employee of the City shall exceed the sum of \$52,000 per year with the exception of the Mayor, City Clerk, or City Treasurer salaries.

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

*Yeas--*Aldermen Roti, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone--26.

*Nays--*Aldermen Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Natarus, Oberman, Volini--17.

Thereupon, two committees having been called (the Committee on Municipal Code Revision and the Committee on Finance) the said proposed ordinance was *Referred to the Committee on Committees and Rules*.

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Presented by

ALDERMAN BANKS (36th Ward), ALDERMAN HANSEN (44th Ward):  
and ALDERMAN MAJERCZYK (12th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 16 OF  
MUNICIPAL CODE CONCERNING REGULATION OF FOOD  
SANITATION ACTIVITIES.

A proposed ordinance to amend Chapter 16 of the Chicago Municipal Code by establishing further enforcements regarding the protection of the public health, safety, and welfare, including the regulation of food sanitation activities.--*Referred to the Committee on Health.*

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Presented by

ALDERMAN DAMATO (37th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL  
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to Zima Sign Company, 7424 Industrial Drive, Chesterton, Indiana 46304, to install a sign/signboard at 5555 W. North Avenue for Pete's Produce.--*Referred to the Committee on Zoning.*

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Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDER FOR PERMITS TO MAINTAIN EXISTING  
CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Oriental Rugs, 318 W. Grand Avenue;

Workbench, 158 W. Hubbard Street.

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Presented by

ALDERMAN McLAUGHLIN (45th Ward):

*Referred--*PROPOSED ORDER TO INSTALL ALLEY LIGHT AT  
SPECIFIED LOCATION.

A proposed order to install an alley light at the rear of either 5033 or 5035 N. New England Avenue.--*Referred to the Committee on Finance.*

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Presented by

ALDERMAN ORBACH (46th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING  
CANOPY.

A proposed order for issuance of a permit to Heritage Standard Bank, under trust 7555, to maintain and use an existing canopy attached to the building or structure at 920 W. Wilson Avenue.--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED RESOLUTION TO AMEND 1984 CITY BUDGET  
TO PROVIDE SUPPORTIVE FUNDS AND EDUCATIONAL  
PROGRAMS REGARDING STUDY OF "AIDS."

Also a proposed resolution to amend the 1984 Budget of the City of Chicago to provide supportive and educational funding for a comprehensive and committed program of the study of the Acquired Immune Deficiency Syndrome (AIDS).--*Referred to the Committee on Finance.*

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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:

*License Fee Exemptions:*

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Community Hospital, No. 5800 S. Stony Island Avenue.

LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan.

South Shore United Methodist Child Care Center, No. 7350 S. Jeffery Boulevard.

St. Mary's Square Living Center of Chicago, Inc., No. 7270 S. South Shore Drive.

BY ALDERWOMAN HUMES (8th Ward):

Jackson Park Hospital and Medical Center, No. 7531 S. Stony Island Avenue.

BY ALDERMAN BURKE (14th Ward):

Evangelical Lutheran Church, No. 5342 S. Francisco Avenue.

BY ALDERMAN KELLEY (20th Ward):

Woodlawn Hospital, No. 6060 S. Drexel Avenue.

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Bethesda Home Association, No. 2833 N. Nordica Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home (The Norwegian Old Peoples Home Society of Chicago, Illinois), No. 6016 N. Nina Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Family Guidance Center, Inc., No. 1150 N. State Street.

Near North Health Service Corporation, No. 1441 N. Cleveland Avenue.

Northwestern Memorial Hospital (Ice Cream Shop), No. 303 E. Superior Street.

Three Arts Club of Chicago, No. 1300 N. Dearborn Parkway.

Warren N. Barr Pavilion (nursing home) Illinois Masonic Medical Center, No. 66 W. Oak Street.

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Center Hospital, No. 426 W. Wisconsin Street.

Children's Memorial Hospital, No. 2300 Children's Plaza.

Grant Hospital, No. 550 W. Webster Avenue.

Little Sisters of the Poor, No. 2325 N. Lakewood Avenue.

BY ALDERWOMAN VOLINI (48th Ward):

United Methodist Homes and Services, No. 1415 W. Foster Avenue.

Augustana Center/Lutheran Social Services of Illinois, No. 7464 N. Sheridan Road.

Jewish Peoples Convalescent Home, No. 6512 N. California Avenue.

*Cancellation of Warrants for Collection:*

BY ALDERMAN BLOOM (5th Ward)

The University of Chicago, sundry locations--building inspections.

BY ALDERWOMAN HUMES (8th Ward):

Jackson Park Hospital and Medical Center, No. 7531 S. Stony Island Avenue--sign inspection.

BY ALDERMAN NARDULLI (26th Ward):

Inner City Impact, No. 2704 W. North Avenue--mechanical ventilation inspection.

BY ALDERMAN MELL (33rd Ward):

Bjornstjerne Bjornson Lodge, No. 97/Sons of Norway, No. 2350 N. Kedzie Avenue--building inspections.

St. Paul's House/Grace Convalescent Home, No. 3831 N. Mozart Street--sign inspections.

BY ALDERMAN DAMATO (37th Ward):

St. Anne's Hospital, No. 4950 W. Thomas Street--boiler and sign inspections (2).

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Health Care Corporation, No. 7268 W. Peterson Avenue--boiler and fuel burning inspection.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, sundry locations--building and elevator inspections (3).

Assumption Church, No. 323 W. Illinois Street--sign inspection.

Dialysis Center Ltd., No. 53 E. Superior Street--sign inspection.

*Water Rate Exemption:*

BY ALDERMAN STONE (50th Ward):

Misericordia North, No. 6300 N. Ridge Avenue.

*Refund of Fee:*

BY ALDERMAN NATARUS (42nd Ward):

100 E. Bellevue Condo Association, No. 111 E. Bellevue Place--refund for the amount of \$7,845.00.

## APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (November 14, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Monday, November 14, 1983, at 2:00 P.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

## UNFINISHED BUSINESS.

### City Comptroller Authorized to Advertise for Sale Parcels of City-Owned Property at Sundry Locations.

On motion of Alderman Sheahan 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 November 14, 1983, pp. 3344-3373 recommending that the City Council pass seventy proposed ordinances granting authority to advertise for sale certain parcels of City-owned property at sundry locations.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

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

*No. 4715 S. Champlain Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 47 in Block 2 in Subdivision of Lots 3, 4 and 5 in Stone and McGashan's Subdivision of the North half of the North half of the Northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4715 S. Champlain Avenue, Permanent Tax No. 20-10-204-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 9330 S. Cottage Grove Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 13 in Block 1 in Burnside, a Subdivision of the Southeast quarter of the Southeast quarter of Section 3 and part of the Southwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 9330 S. Cottage Grove Avenue, Permanent Tax No. 25-03-423-024).

Subject to 1970, 1971, 1975 and 1976 taxes of record and also to general taxes after delivery of quitclaim deed.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 3251 W. Crystal Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 74 in S. E. Gross' 5th Humboldt Park Addition to Chicago in the Southeast quarter of the Northeast quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3251 W. Crystal Avenue, Permanent Tax No. 16-02-228-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 4252 S. Drexel Blvd.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 10 in Block 4 of Blocks 3 and 4 in Reform School Property Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4252 S. Drexel Boulevard, Permanent Tax No. 20-02-119-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 9026 S. Dobson Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 40 and 41 in Block 2 in Baird and Rowland's Subdivision of Blocks 1 to 8 of Calumet and Chicago Canal and Dock Co's. Subdivision of parts of the Northwest quarter and the Southwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 9026 S. Dobson Avenue, Permanent Tax No. 25-02-115-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 8538 S. Exchange Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 15 and 16 in Block 26 in Circuit Court Partition of the Southeast quarter of Section 31, Township 38 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8538 S. Exchange Avenue, Permanent Tax Nos. 21-31-418-034 and 035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*Nos. 3562 - 3564 S. Giles Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in J. H. Carpenter's Subdivision of Lots 1, 2 and 3 in Block 1 in Scammon's Nelson Subdivision of the Southwest quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 3562-3564 S. Giles Avenue, Permanent Tax Nos. 17-34-310-074 and 075).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 3663 W. Grenshaw St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 1/2 of Lot 27 in Edward Casey's Addition to Chicago, a Subdivision of the South 6 acres of the Southwest quarter of the East half of the Southwest quarter East of the East line of Garfield Boulevard, in Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3663 W. Grenshaw Street, Permanent Tax No. 16-14-328-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 3705 W. Grenshaw St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 29 in Edward Casey Addition to Chicago, being a Subdivision in the East half of the Southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3705 W. Grenshaw Street, Permanent Tax No. 16-14-328-013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 4223 W. Grenshaw St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 17 feet of Lot 43 and the West 16 feet of Lot 44 in Block 7 in Webster Betcheller's Subdivision of part of the Southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded Feb. 7, 1890 as Doc. No. 1219274, in Cook County, Illinois, (commonly known as 4223 W. Grenshaw Street, Permanent Tax No. 16-15-426-013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 2851 W. Harrison St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 9 in Block 2 in G. W. Clark's Subdivision of the East half of the Southwest quarter of Section 13, Township of 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2851 W. Harrison Street, Permanent Tax No. 16-13-303-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 1815 N. Honore St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 72 in Block 33 in Sheffield's Addition to Chicago in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1815 N. Honore Street, Permanent Tax No. 14-31-411-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 1253 S. Independence Blvd.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 22 in Block 1 in Vance and Phillip's Boulevard Addition in the Northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1253 S. Independence Boulevard, Permanent Tax No. 16-23-104-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*Nos. 4700-4706 W. Jackson Blvd.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 46, 47 and 48 in Block 6 in Hobart's Subdivision of the Northwest quarter of the Northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4700-4706 W. Jackson Boulevard, Permanent Tax No. 16-15-108-038).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 538 N. Kedzie Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 of Patrick Subdivision of the East half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 538 N. Kedzie Avenue, Permanent Tax No. 16-11-223-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 546 N. Kedzie Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in D. Franklin Anderson's Subdivision of Lots 1, 2, 3, and 4 and Lots 36 to 39 inclusive in Subdivision of the East half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 546 N. Kedzie Avenue, Permanent Tax No. 16-11-223-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 1741 N. Kedzie Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 39 in Block 4 in Johnston and Cox's Subdivision of the Southwest quarter of the Southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1741 N. Kedzie Avenue, Permanent Tax No. 13-36-316-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 1501 S. Kenneth Av./ Nos. 4413-4423 W. 15th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 29 in Block 1 in Pinkert and Schulte's Subdivision of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1501 S. Kenneth Avenue / 4413-23 W. 15th Street, Permanent Tax No. 16-22-117-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*Nos. 308-310 S. Kostner Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 4 and 5 in Block 1 in Counselman's Subdivision of the North half of the Southeast quarter of the Northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, (except the West 33 feet) in Cook County, Illinois (commonly known as 308-310 S. Kostner Avenue, Permanent Tax Nos. 16-15-120-040 and 041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 6845 S. Laflin Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 167 in Englewood on the Hill Subdivision of the East half of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6845 S. Laflin Avenue, Permanent Tax No. 20-20-310-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 5146 W. Madison St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 5 in Taylor A. Snow's Subdivision of the South half of Lot 80 (except the South 20 feet thereof taken for widening Madison Street) in C. J. Hull's Subdivision of the West half of the Southeast quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5146 W. Madison Street, Permanent Tax No. 16-09-425-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 7032-7034 S. Merrill Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 18 (except the South 6 inches thereof) in Block 3 in Commissioner's Partition of the South half of the Southwest quarter of the Southeast quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7032-7034 S. Merrill Avenue, Permanent Tax No. 20-24-423-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 4147-4149 S. Michigan Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 15 in Block 7 in Pryor and Hopkins' Subdivision of the West quarter of the Northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4147-4149 S. Michigan Avenue, Permanent Tax No. 20-03-114-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 4418 S. Michigan Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

That part of Lot 8 in Block 5 in L. W. Stone's Subdivision of the East 20 acres of the North 30 acres of the West half of the Southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at a point on the East line of said Lot 8 20.86 feet South of the Northeast corner of said Lot; thence running South along East line of said Lot 25 feet to a point; thence running West 161 feet more or less to a point in the West line of said Lot 45.32 feet South of the Northwest corner of said Lot; thence North along the West line of said Lot 25.46 feet to a point in said West line 20.86 feet South of Northwest corner of said Lot; thence East 161 feet more or less to the point of beginning in Cook County, Illinois (commonly known as 4418 S. Michigan Avenue, Permanent Tax No. 20-03-307-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 611 N. Noble St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 30 in Block 2 South of Erie Street in Assessor's Division of the East half of the Northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 611 N. Noble Street; Permanent Tax No. 17-08-118-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 4367-4369 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 99 (except the north 15 feet thereof) and all of Lots 100 and 101 in Higgin's Resubdivision of Nutt's Lake Shore Subdivision of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof rec. as Doc. No. 517901 on Jan. 5, 1884 in Book 18 of Plats, Page 72, in Cook County, Illinois (commonly known as 4367-4369 S. Oakenwald Avenue, Permanent Tax No. 20-02-401-019).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4422 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The Southerly 20 feet of Lot 41 in Higgin's Resubdivision of Nutt's Lake Shore Subdivision in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4422 S. Oakenwald Avenue, Permanent Tax No. 20-02-400-065).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4469 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The Northerly 16-2/3 feet of Lot 36 in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4469 S. Oakenwald Avenue, Permanent Tax No. 20-02-405-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*Nos. 4472-4514 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 48, 49, 50 and 51 in Kenwood Subdivision in the South East fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, (except that part of Lot 48 aforesaid condemned for alley described as follows: Beginning at a point on the Northerly line of said Lot 48, 62.8 feet North Easterly of the North Westerly corner thereof;

running thence South Easterly in a straight line to a point 16 feet South Easterly of the Northerly line of said Lot 48 and 62.8 feet North Easterly of the Westerly line thereof running thence Southwesterly in a straight line to a point 3 feet North Easterly of the Westerly line of said Lot 48 and 16 feet South Easterly of the Northerly line thereof running thence South in a straight line to a point in the Westerly line of said Lot 48, 19 feet South Easterly of the North Westerly corner thereof, running thence North Westerly along the Westerly line of said Lot 48 to the North Westerly corner thereof and running North Easterly along the Northerly line of said Lot 48 to the place of beginning) in Cook County, Illinois, (commonly known as 4472-4514 S. Oakenwald Avenue, Permanent Tax Nos. 20-02-404-047 and 048.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 4475-4517 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 32, 33, 34 and 35 in Kenwood Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4475-4517 S. Oakenwald Avenue, Permanent Tax Nos. 20-02-405-012, 013 and 014).

Subject to 1978 general taxes of record and also to general taxes after delivery of quitclaim deed.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 4523-4527 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Barry's Subdivision of Lot 31 also Lot 30 (except Southerly four feet) both in Kenwood a Subdivision of Lots 2, 3 and 4 in Lyman's Subdivision of that part lying West of Illinois Central Railroad of Southeast fractional quarter of the West half of the Southeast quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4523-4527 S. Oakenwald Avenue, Permanent Tax Nos. 20-02-405-017 and 018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 4526 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of Lot 53 lying Southerly of a line drawn thru Center of said Lot parallel with the North line thereof in Kenwood Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4526 S. Oakenwald Avenue, Permanent Tax No. 20-02-404-051).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 4534 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of the North 33-1/3 feet of Lot 55 in Kenwood Subdivision in the Southeast fraction quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4534 S. Oakenwald Avenue, Permanent Tax No. 20-02-404-055).

Such property is to be subject to part of 2nd installment for 1967 general taxes of record and to general taxes after delivery of quitclaim deed.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4535 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Those parts of Lots 27 and 28 in Kenwood Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: All that part of said Lot 27 lying Northerly of a line drawn Easterly and Westerly thru said Lot 27 parallel with and 22 feet Southerly from the Northerly line thereof and all that part of said Lot 28 lying Southerly of a line drawn Easterly and Westerly thru said Lot 28 parallel with and 20 feet Northerly from the Southerly line thereof reference being had to Plat of said Subdivision which was recorded May 17, 1887 in Book 25 of Plat Page 11 (except from premises herein described the Southerly 3 feet of that part of said Lot 27 hereinabove described) in Cook County, Illinois (commonly known as 4535 S. Oakenwald Avenue, Permanent Tax No. 20-02-405-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4538 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Harris' Subdivision of Lots 56 and 57 in Kenwood Subdivision of Subdivision of Lots 2, 3 and 4 in Lyman's Subdivision of the West Railroad in the Southeast quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4538 S. Oakenwald Avenue, Permanent Tax No. 20-04-404-057).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4542 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Subdivision of Lots 56 and 57 in Kenwood Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4542 S. Oakenwald Avenue, Permanent Tax No. 20-02-404-059).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 4553-4557 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 23 and 24 and Northerly 15 feet of Lot 22 in Kenwood Subdivision of Subdivision of Lots 2, 3 and 4 in Lyman's Subdivision of part lying west of Illinois Central Railroad of the Southeast fractional quarter (except Lots 2, 3, 6, 7, 10 and 11 both inclusive) and alley lying North East and adjoining said Lots, all in Block 1 of Lyman's Resubdivision of Block 2 and part of Block 3 in said Lyman's Subdivision of the West half of the Southeast quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4553-4557 S. Oakenwald Avenue, Permanent Tax Nos. 20-02-405-027 and 028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 4564 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

South 15 feet of Lot 63 and the North 20 feet of Lot 64 in Kenwood Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4564 S. Oakenwald Avenue, Permanent Tax No. 20-02-404-065.)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 4567 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The Northerly 5 feet of Lot 18 and all of Lot 19 and the Southerly 20 feet of Lot 20 in Kenwood Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4567 S. Oakenwald Avenue, Permanent Tax Nos. 20-02-405-030 and 031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 4589-4591 S. Oakenwald Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 9 and 10 in Kenwood Subdivision of Southeast fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 17, 1887, as Document 807799 in Book 25 page 11 in Cook County, Illinois (commonly known as 4589-4591 S. Oakenwald Avenue, Permanent Tax Nos. 20-02-405-038 and 048).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 627-631 E. Oakwood Blvd.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The West quarter and the West half of the East half and the East half of the West half of the South 115 feet of the North 125 feet of Lot 6 in Block 3 in Cleaverville Addition in Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 627-631 E. Oakwood Boulevard, Permanent Tax Nos. 20-03-207-028 and 029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 811 N. Parkside Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 29 and the South half of Lot 30 in Canfield's Subdivision of Block 16 in Alvin Salisbury's Subdivision of the East half of the Southeast quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 811 N. Parkside Avenue, Permanent Tax No. 16-05-431-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4546 S. Prairie Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North half of Lot 15 in Hulbert's Subdivision of Lots 6 and 7 in Clever and Taylor's Subdivision of the North half of the Southeast quarter of the Southwest quarter with the North half of the Southwest quarter of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4546 S. Prairie Avenue, Permanent Tax No. 20-03-315-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 6106 S. Princeton Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

South 52.15 feet of Lot 1 in Block 2 in Nicholes Subdivision of the North 185.54 feet, half of Lot 18 and South 146.77 feet of West half of Lot 19 in School Trustees Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6106 S. Princeton Avenue, Permanent Tax No. 20-16-415-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*Nos. 1301-1305 S. Pulaski Rd./Nos. 3949-3955 W. 13th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 8 in Frank Wells and Company's Boulevard Subdivision of the Northwest quarter of the Northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1301-1305 S. Pulaski Road/3949-3955 W. 13th Street, Permanent Tax No. 16-23-107-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 5544 S. Racine Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 317 in 55th Street Boulevard Addition in the Northwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5544 S. Racine Avenue, Permanent Tax No. 20-17-187-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 5531 S. Sangamon St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of Lot 18 and all of Lot 19 in Block 3 in Eames Subdivision of Northeast quarter of the Northeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5531 S. Sangamon Street, Permanent Tax No. 20-17-205-013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 2126 W. Schiller St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 18 in Block 9 in David S. Lee's Addition to Chicago in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2126 W. Schiller Street, Permanent Tax No. 17-06-112-031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 2132-2136 W. Schiller St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 21 and 22 in Block 9 in D. S. Lee's Addition to Chicago, a Subdivision of part of the East half of the Northwest quarter and the West quarter of the Northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2132-2136 W. Schiller Street, Permanent Tax Nos. 17-06-112-028 and 029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 2139 W. Schiller St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 40 in Block 10 in D. S. Lee's Addition to Chicago, a Subdivision of part of the East half of the Northwest quarter and of the West half of the Northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2139 W. Schiller Street, Permanent Tax No. 17-06-118-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 7001 S. South Chicago Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant and improved property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 63, 64, 65 and 66 inclusive, in Superior Court's partition of the Subdivision of the Southeast quarter of the Southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian recorded July 3, 1877, as Document No. 141241, all in Cook County, Illinois (commonly known as 7001 S. South Chicago Avenue, Permanent Tax Nos. 20-22-424-001 and 002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 1520 N. Throop St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North half of Lot 9 in Block 33 in Elston Addition to Chicago in the Northwest quarter of the Northwest quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1520 N. Throop Street, Permanent Tax No. 17-05-104-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 6014-6016 S. Union Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 and 8 in Smith's Subdivision of the West half of Lot 38 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6014-6016 S. Union Avenue, Permanent Tax No. 20-16-307-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 3125 W. Warren Blvd.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 57 (except the East 20 feet) and all of Lot 58 in Reed & Minor's Subdivision of Lot 24 and the South half of Lot 23 in David S. Lee & Others' Subdivision of the Southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3125 W. Warren Boulevard, Permanent Tax No. 16-12-328-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 4074 S. Wells St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 7 in Hubbard Crocker & Stone's Subdivision 10 acres North and adjoining the South 3/8ths and East of adjoining West 22-1/2 acres of the North 5/8ths of the Northeast quarter, in Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4074 S. Wells Street, Permanent Tax No. 20-04-211-031).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 2651-2655 W. Wilcox St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 3 and 4 in Rust's Subdivision of Lots 12, 13, 16, 17 and Lots 20 (except the East 67 feet thereof) in Block 2 in Rockwell's Addition to Chicago in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2651-2655 W. Wilcox Street, Permanent Tax Nos. 16-13-209-003 and 004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 2661 W. Wilcox St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in the Subdivision by George W. Rust of Lots 12, 13, 16, 17 and Lot 20 (except the East 67 feet) in Block 2 in Rockwell's Addition to Chicago in the Northeast quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2661 W. Wilcox Street, Permanent Tax No. 16-13-209-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 3823-3825 N. Wilcox St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 13 and 14 in Block 5 in Tree's Subdivision of the West half of the Northwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 3823-3825 N. Wilcox Street, Permanent Tax Nos. 16-14-105-011 and 012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 923-925 N. Willard Ct.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 12 and 13 in J. Dinet's Subdivision of the East half of Block 24 of Canal Trustees' Subdivision of the West half of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 923-925 N. Willard Court, Permanent Tax Nos. 17-05-318-012 and 013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 3311-3325 W. Washington Blvd.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 5, 6, 7, 8, 9 and 10 except that part of said lots taken for widening West Washington Boulevard in Block 3 in Pecks Subdivision of the West 19.48 acres of that part lying South of Lake Street of the Southwest quarter of the Southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3311-3325 W. Washington Boulevard, Permanent Tax Nos. 16-11-414-007 and 006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*31st and Albany.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

That part of Block 24 in Superior Court Commissioners Partition of the West half of the Southwest quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at a point which is 133 feet North of the South boundary line and 83 feet East of the West boundary line of said Block 24; thence Northeasterly along a straight line a distance of 230 feet, said line if extended Northeasterly would intersect the east line of Block 25 in said Superior Court Commissioners Partition at a point 422.06 feet North of the Southeast corner of Block 25; thence South parallel to the West line of Block 24, a distance of 30.0 feet; thence Southwesterly 218.29 feet to the point of beginning, in Cook County, Illinois, (commonly known as 31st and Albany).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*Nos. 549-559 E. 43rd St./Nos. 4306-4310 S. St. Lawrence Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 to 5 in Block 1 in B. F. Cronkite and Company's Subdivision of that part of the North half of the North half of the Northwest quarter of the Southeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 549-559 E. 43rd Street/4306-4310 S. St. Lawrence Avenue, Permanent Tax No. 20-03-402-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 63-65 E. 44th St./No. 4400 S. Michigan Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Albert Mendel's Subdivision of Lot 1 and North 45.86 feet of Lot 4 in Block 5 in L.W. Stone's Subdivision of the East 20 acres of the North 30 acres of the West half of the Southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 63-65 E. 44th Street/4400 S. Michigan Avenue, Permanent Tax No. 20-03-307-004).

Subject to January 1, 1978 through May 22, 1978 general taxes and to general taxes after delivery of quitclaim deed.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 432-438 E. 45th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 4 and 5 (except the East 18 inches thereof) in Fauscott, a subdivision by the owners of that part of Vincennes Road of the South half of the South half of the Northwest quarter of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 432-438 E. 45th Street, Permanent Tax Nos. 20-03-407-011 and 012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 833-839 E. 65th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The West 96 feet of Lot 24 in Block 7 in Woodlawn Ridge Subdivision, a Subdivision of the South half of the Northwest quarter in Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 833-839 E. 65th Street, Permanent Tax No. 20-23-113-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*Nos. 930-942 E. 65th St./Nos. 6450-6456 S. Ingleside Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 79 and 80 in King and Rumsy's Addition to Woodlawn Ridge in the Northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 930-942 E. 65th St./6450-6456 S. Ingleside Avenue, Permanent Tax No. 20-23-104-074).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 1533 W. 69th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 4 in Marston and Angurs Subdivision of the Southwest quarter of the Southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1533 W. 69th Street, Permanent Tax No. 20-20-316-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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*No. 201 W. 95th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 (except that part of Lot 1 conveyed to the City of Chicago by deed recorded as Doc. No. 10732382) in Block 1 in John H. Gay's Subdivision of the North half of the Northwest quarter of the Northeast quarter of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian (and except the West 67 feet of Lot 1) in Cook County, Illinois (commonly known as 201 W. 95th Street, Permanent Tax No. 25-09-203-010).

Subject to special assessments of record and also to general taxes after delivery of quitclaim deed.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 1147 W. 110th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 17 in Block 13 in Nils Olson's Subdivision of Block 13, 14, 17, 18 and 19 in Streets' Subdivision of the West half of the Southeast quarter of Section 17 and the North 20 acres of the Northwest quarter of the Northeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1147 W. 110th Street, Permanent Tax No. 25-17-412-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 924 W. 119th St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 38 (except the East 6 feet thereof) in Block 4 in the Resubdivision of the West half of Blocks 8 to 11 and Block 9 and Block 10 (excepts Lots 19, 22, 34 in Block 10) in the Original Subdivision of the East half of the Southeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 924 W. 119th Street, Permanent Tax No. 25-20-421-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

**Chapter 26 of Municipal Code Amended by Addition of New Sections 26-27,  
26-28 and 26-29 Concerning Employment Requirements for  
Construction Projects, Etc.**

On motion of Alderman Brady the City Council took up for consideration the report of the Committee on Employment deferred and published in the Journal of the Proceedings of November 9, 1983, pages 3277 and 3280-3285, recommending that the City Council pass a substitute proposed ordinance amending Chapter 26 of the Municipal Code by the addition of new Sections 26-27, 26-28 and 26-29 concerning employment requirements for construction projects, etc.

Alderman Pucinski moved to amend the substitute proposed ordinance as follows:

"Section 1 of the Chicago Public Works Hiring Order is hereby amended by inserting in *Italics* the following words in its proper sequence within 26-27.2 on the bottom of page 3:

The wilful falsification of statements in the certification of payroll data may subject the contractor or subcontractor *or employee* to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code."

On motion of Alderman Pucinski the foregoing proposed amendment was *Adopted*, by a viva voce vote.

Alderman Santiago then presented an amendment to the substitute proposed ordinance which reads as follows:

"Section 1 of the Chicago Public Works Hiring Order is hereby amended by inserting the the words in *Italics* and deleting the bracketed:

26-28.1     For any construction project having an estimated contract value of \$100,000 or more which is directly supervised by the City of Chicago, beginning with the calendar year 1984, the City shall have as its yearly Equal Employment Opportunity goals the following percentages of construction aggregated work hours in each of the categories of construction journeywork *and* apprentice, [and construction laborer]:

a. at least 25 percent by minorities

b. at least 7 percent by women

*For any construction project having an estimated contract value of \$100,000 or more which is directly supervised by the City of Chicago, beginning with the calendar year 1984, the City shall have as its yearly Equal Employment Opportunity Goals the following percentages of construction aggregated work hours in the category of construction laborer:*

*a. at least 40 percent by minorities*

*b. at least 7 percent by women*

The Department of Purchases, Contracts and Supplies shall employ the Canvassing Formula on all construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago in order to effectuate the achievement of these goals.

These goals shall also apply to construction projects subsidized in part with federal revenues pursuant to congressionally created grant programs which are intended to encourage economic revitalization including improved opportunities for the poor, minorities, and unemployed within the municipality to which the grant was given --such programs include, but are not limited to, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants -- and shall be monitored by the supervising department."

Alderman D. Davis then moved to amend the foregoing amendment as follows:

by striking:

"b. at least 7 percent by women."

and inserting:

"b. at least 10 percent by women."

Alderman D. Davis then moved to adopt the amendment to the Santiago amendment.

The clerk called the roll and the yeas and nays were as follows:

*Yeas*--Aldermen Rush, Bloom, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Kotlarz, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr--20.

*Nays*--Aldermen Roti, Huels, Majerczyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Damato, Cullerton, Laurino, O'Connor, Pucinski, Schulters--21.

Alderman Stemberk then requested a verification of the foregoing vote.

The clerk then re-called the roll and the said proposed amendment to the Santiago amendment was *Adopted* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulters, Volini, Orr, Stone--42.

*Nays*--Alderman Majerczyk--1.

Alderman Santiago's amendment was then *Adopted* as amended, by a viva voce vote.

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulters, Volini, Orr, Stone--42.

*Nays*--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago is hereby amended to add the new Sections 27, 28 and 29 to Chapter 26 in *Italics* as follows:

26-27.1 *For any construction project having an estimated contract value of \$100,000 or more which is funded entirely by the City of Chicago with its own revenues or in part with federal revenues pursuant to congressionally created grant programs which are intended to encourage economic revitalization including improved opportunities for the poor, minorities, and unemployed within the municipality to which the grant was given--such programs include, but are not limited to, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants--the total construction worker hours by the contractor and subcontractors in the category of unskilled construction laborers shall be performed at least 50 percent by actual residents of the City of Chicago. The total construction worker hours by the contractor and subcontractors in the category of skilled construction trade workers shall be performed as follows:*

*For contracts advertised as of January 1, 1984 - at least 40 percent of the total worker hours shall be performed by actual residents of the City of Chicago.*

*For contracts advertised as of January 1, 1985 - at least 45 percent of the total worker hours shall be performed by actual residents of the City of Chicago.*

*For contracts advertised as of January 1, 1986 and thereafter - at least 50 percent of the total worker hours shall be performed by actual residents of the City of Chicago.*

*These minimal percentage levels of Chicagoans as laborers and skilled trade workers shall not be understood as limiting or deterring the fuller utilization of Chicagoans beyond these numerical levels, but are intended instead as minimum requirements.*

*26-27.2 Implementation of these requirements will be achieved through contracts written by the supervising department which shall include the following language:*

*"Skilled construction trade workers" includes all worksite foremen, journeyworkers--including technical engineers, apprentices, construction trainees and helpers. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers, security guards, and custodial workers.*

*"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.*

*The contractor shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.*

*Weekly certified payroll reports, U. S. Department of Labor Form WH-347 or equivalent, submitted to the commissioner of the supervising department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.*

*Full access to the contractor's and subcontractor's employment record shall be granted to the purchasing agent, the commissioner of the supervising department, the superintendent of the Chicago Police Department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.*

*At the direction of the supervising department affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.*

*Good faith efforts on the part of the contractor to provide utilization of actual Chicago residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.*

*When work is completed, in the event that the City has determined that the contractor was not compliant in the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or has failed to report in the manner as indicated above the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent, 0.0005, of the base bid price for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement for laborers and that 1/20 of 1 percent, 0.0005, of the base bid price for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement for skilled trade workers. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidating damages as if*

no Chicago residents were employed in either of the categories. The wilful falsification of statements in the certification of payroll data may subject the contractor or subcontractors or employee to civil or criminal prosecution. See Section 1001 of Title 18 Section 231 of Title 31 of the United States Code.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this contract.

26-27.3 The monetary damages stipulated in 26-27.2 may be adjusted by the City of Chicago purchasing agent to represent a larger fraction of the base bid price but may not be adjusted to a lower fraction. Any such change must be made effective for all contracts advertised as of a specific date chosen by the purchasing agent and must be made prior to said advertisement.

26-28.1 For any construction project having an estimated contract value of \$100,000 or more which is directly supervised by the City of Chicago beginning with the calendar year 1984, the City shall have as its yearly equal employment opportunity goals the following percentages of construction aggregated work hours in each of the categories of construction journeyworker and apprentice and construction laborer :

- a. at least 25 percent by minorities
- b. at least 7 percent by women.

For any construction project having an estimated contract value of \$100,000 or more which is directly supervised by the City of Chicago, beginning with the calendar year 1984, the City shall have as its yearly equal employment opportunity goals the following percentages of construction aggregated work hours in the category of construction laborer:

- a. at least 40 percent by minorities
- b. at least 10 percent by women.

The Department of Purchases, Contracts and Supplies shall employ the canvassing formula on all construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago in order to effectuate the achievement of these goals.

These goals shall also apply to construction projects subsidized in part with federal revenues pursuant to congressionally created grant programs which are intended to encourage economic revitalization including improved opportunities for the poor, minorities, and unemployed within the municipality to which the grant was given--such programs include, but are not limited to, Community Development Block Grants, Urban Development Action Grants and Economic Development Administration Grants--and shall be monitored by the supervising department.

26-28.2 Fulfillment of these equal employment opportunity goals for construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago will be achieved through contracts written by the supervising department which shall include the following language:

In accord with the Municipal Code of Chicago, in Chapter 26, Sections 27 and 28, and to maximize the use of minority and female personnel on this project, the City of Chicago has established the following canvassing formula for the purpose of evaluating proposals and awarding the contract.

Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentage of the journeyworker and apprentice and laborer hours to be expended in the construction of the project. Lines 2, 4, and 6 in the formula shall not be greater than 50 percent in each category, for the purpose of canvassing only. The 50 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 8, 10, and 12 shall not be greater than 10 percent in each category, for the purpose

of canvassing only. Actual amounts of minority and female work will be measured from the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the worksite subcontractors.

*Canvassing Formula*

|          |                                                                                                                                                                          |       |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Line 1.  | Base bid, in figures                                                                                                                                                     | _____ |
| Line 2.  | Percentage of the total journeyworker hours that the contractor proposes to be worked by minority journeyworkers during construction of the project. Maximum figure .50. | _____ |
| Line 3.  | Multiply line 2 by line 1 by 0.04                                                                                                                                        | _____ |
| Line 4.  | Percentage of the total apprentice hours that the contractor proposes to be worked by minority apprentices during construction of the project. Maximum figure .50.       | _____ |
| Line 5.  | Multiply line 4 by line 1 by 0.03                                                                                                                                        | _____ |
| Line 6.  | Percentage of the total laborer hours that the contractor proposes to be worked by minority laborers during construction of the project. Maximum figure .50.             | _____ |
| Line 7.  | Multiply line 6 by line 1 by .01.                                                                                                                                        | _____ |
| Line 8.  | Percentage of the total journeyworker hours that the contractor proposes to be worked by female journeyworkers during construction of the project. Maximum figure .10.   | _____ |
| Line 9.  | Multiply line 8 by line 1 by 0.04                                                                                                                                        | _____ |
| Line 10. | Percentage of the total apprentice hours that the contractor proposes to be worked by female apprentices during construction of the project. Maximum figure .10.         | _____ |
| Line 11. | Multiply line 10 by line 1 by 0.03.                                                                                                                                      | _____ |
| Line 12. | Percentage of the total laborer hours that the contractor proposes to be worked by female laborers during construction of the project. Maximum figure .10.               | _____ |
| Line 13. | Multiply line 12 by line 1 by 0.01.                                                                                                                                      | _____ |
| Line 14. | Summation of lines 3, 5, 7, 9, 11, and 13.                                                                                                                               | _____ |
| Line 15. | Subtract line 14 from line 1 = award criteria figure.                                                                                                                    | _____ |

The bidder shall complete the canvassing formula and transfer the final award criteria figure, line 15, to the space provided on the itemized proposal sheet. A contract in the amount of the total base bid will be awarded to the responsible bidder with the lowest award criteria figure. The City reserves the right to revise all arithmetic calculations for correctness. The contractor is obliged during the construction of the project to fulfill every numerical commitment made under the canvassing formula categories. Therefore, every limiting condition or circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the

commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractor's obligations as established under the canvassing formula is not available due to such circumstances found to exist during construction. Also, if journeyworkers will not be employed in the project, or apprentices, or laborers, then the proposal made in the appropriate lines, lines 2 and 8, or lines 4 and 10 or lines 6 and 12, should be entered as "0 percent," since when no journeyworker or apprentice or laborer hours are reported after construction, this will be computed by the City as 0 percent minority/female hours achieved. If commitments are made in the apprentice category, lines 4 and 10, the total apprentice hours to be employed on the project should be anticipated to be a substantial number of hours; since it is the intention of the City that where a commitment for a percentage of minority or female apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 hours of minority or female employment as apprentices. For this reason, where a minority or female percentage commitment has been made, if in the final audit of the performance of the contract there are less than 40 minority or female apprentice hours counted, then the number of minority or female apprentice hours will be counted by the City as "0" for the purpose of measuring the achievement towards the apprentice canvassing formula goal.

Therefore, notice that when the contractor is under a minority or female apprentice goal, line 4 or line 10 above, the contractor will be subject to the full amount of liquidating damages, see line 5 and line 11, if at least 40 hours of minority or female apprenticeship are not achieved. When the bidder foresees that this minimum amount of apprenticeship is not available to the project, then "0" should be put in lines 4 and 10 as the percentage commitment for apprentices.

The contractor is obligated to meet the total commitment made in each category under penalty of liquidating damages. The contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on lines 2, 4, 6, 8, 10 and 12 of the canvassing formula, covering journeyworkers, apprentices, and laborers respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the contractor.

#### *Liquidating Damages*

For each one percent (1%) deficiency of minority journeyworkers not utilized toward the goal - line 2 - four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times .04}{100}$$

And each one percent (1%) deficiency of shortfall toward the goal - line 8 - for female journeyworkers shall be computed in the same way.

For each one percent (1%) deficiency of minority apprentices not utilized toward the goal - line 4 - three cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times .03}{100}$$

And each one percent (1%) of shortfall toward the goal - line 10 - for female apprentices shall be computed in the same way.

For each one percent (1%) deficiency of minority laborers not utilized toward the goal - line 6 - one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times .01}{100}$$

And each one percent (1%) of shortfall toward the goal - line 12 - for female laborers shall be computed in the same way.

#### *Reporting*

The contractor shall submit to the City on a timely basis a completed weekly certified payroll, U. S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or the equivalent, with race and gender of employees clearly named or coded each week. The contractor is responsible to forward every worksite subcontractor's weekly certified payroll. Supportive information regarding an employee's race, gender or work classification of such is required by the City. Failure to report fully all required workforce information will be subject to the penalty of liquidating damages in the total amount listed above in line 14.

In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of the canvassing formula.

|                 |   |                                                                                                                                                                                      |
|-----------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Black           | = | Persons having origins in any of the Black racial groups of Africa.                                                                                                                  |
| Hispanic        | = | Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.                                                          |
| Native American | = | Persons who are American, Indians, Eskimos, Aleuts or Native Hawaiians.                                                                                                              |
| Asian Pacific   | = | Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marianas. |
| Asian Indian    | = | Persons whose origins are from India, Pakistan, and Bangladesh.                                                                                                                      |

Included in the canvassing formula as "Journeyworkers" are the construction site Journeyworkers from the major trades including truck drivers, electrical groundsmen, and elevator construction helpers. Other "Helpers," watchmen, custodial workers, clerical workers, and salaried superintendents are not creditable in the formula. Hourly wage "Foremen" and "General Foremen" will be counted as journeyworkers for purposes of the canvassing formula.

Included in the canvassing formula as "Apprentices" are only bona fide apprentices currently in a training program certified by the U. S. Department of Labor-Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable in the formula. Individual workers who are both minority and female will have all their hours counted toward both a minority goal and any female goal.

#### Other Regulations

The adherence to the canvassing formula does not abrogate other responsibilities of the contractor to comply with equal employment opportunity requirements or local residency requirements under federal law, the state statutes, city ordinance, prevailing government regulations, or terms contained elsewhere in this contract.

26-28.3 The monetary damages stipulated in 26-28.2 may be adjusted by the City of Chicago purchasing agent to represent a larger fraction of the base bid price but may not be adjusted to a lower fraction. Any such change must be made effective for all contracts advertised as of a specific date chosen by the purchasing agent and must be made prior to said advertisement.

26-29. For construction projects having an estimated contract value of \$100,000 or more which are directly supervised by the City of Chicago, the City of Chicago purchasing agent shall report during the first quarter of each calendar year at a public hearing before the City Council Committee on Employment to detail compliance and the methods used to achieve compliance with the requirements of sections 27 and 28 of this chapter for the prior calendar year. A written report of this testimony shall be made available to the public by the purchasing agent.

For construction projects funded in part with federal revenues pursuant to 26-27.1, the head of the supervising department shall report during the first quarter of each calendar year at a public hearing before the City Council Committee on Employment to detail compliance and the methods used to achieve compliance with the requirements of sections 27 and 28 of this chapter for the prior calendar year. A written report of this testimony shall be made available to the public by the head of the supervising department.

SECTION 2. This ordinance shall take effect for all construction contracts advertised on January 1, 1984 and thereafter.

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MISCELLANEOUS BUSINESS.

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Authority Granted to Reenact Amendment to Map  
No. 13-P of Chicago Zoning Ordinance.

Alderman Gabinski submitted the following proposed ordinance:

WHEREAS, On May 25, 1983, the City Clerk introduced into the City Council a request to amend the Chicago Zoning Ordinance on Map No. 13-P; and

WHEREAS, After a public hearing duly held, with notices as required, on August 30, 1983, the Committee on Zoning recommended said matter be recommended do pass; and

WHEREAS, On August 31, 1983, the City Council did accept the committee report and voted to do pass said ordinance, said ordinance appearing on pages 1853 through 1858 of the Journal of the Proceedings of said date; now, therefore,

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

SECTION 1. That the ordinance passed on August 31, 1983, amending Map 13-P of the Chicago Zoning Ordinance, and appearing on pages 1853 through 1858 of the Journal of the Proceedings of said date, is hereby ratified and reenacted in its entirety.

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

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

Thereupon, on motion of Alderman Gabinski the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

*Nays*--None.

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

---

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the twenty-third (23rd) day of November, 1983, at 10:00 A.M. be and the same is hereby fixed to be held on Tuesday, the sixth (6th) day of December, 1983, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

*Yeas*--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, 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, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schufter, Volini, Orr, Stone--45.

*Nays*--None.

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

---

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 Tuesday, December 6, 1983, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,  
*City Clerk.*

