

COPY



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

Regular Meeting—Tuesday, December 6, 1983

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

ALDERMAN EUGENE SAWYER, PRESIDENT PRO TEM.
IN THE CHAIR.

In the absence of Honorable Harold Washington, Mayor, Alderman Eugene Sawyer, President Pro Tem., assumed the chair.

Attendance at Meeting.

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

Absent--Alderman Banks.

Call to Order.

On Tuesday, December 6, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Alderman Eugene Sawyer, President Pro Tem., called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone--48.

Quorum present.

On motion of Alderman Cullerton it was ordered noted in the Journal that Alderman Banks was absent due to illness.

Invocation.

Deacon Thomas B. Ewers, St. Dennis Church, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--VETO OF ORDINANCE PASSED 11-23-83 AND INTRODUCTION OF PROPOSED SUBSTITUTE ORDINANCE TO AMEND CHAPTER 26 OF MUNICIPAL CODE BY ADDITION OF NEW SECTIONS 26-27, 26-28 AND 26-29 CONCERNING EMPLOYMENT REQUIREMENTS FOR CONSTRUCTION PROJECTS, ETC.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--I return herewith, without my approval, an Ordinance passed November 23, 1983, providing for minority and female participation goals in City construction projects; in its place, I tender a substitute.

The substitute is substantially identical to the original Ordinance, differing only in that it: (1) memorializes the intention of the Council to provide greater employment opportunities for residents of Chicago and to assure equality of employment opportunity for minorities and women; and (2) provides that the City shall develop standards to be used by the purchasing agent in determining damages as provided for in the Ordinance.

These changes, though seemingly minor, nevertheless are important in insuring the conformance of this Ordinance to the mandates of federal law as articulated by the courts and by the guidelines of federal agencies.

It is important to note that these changes do not alter the substance of the Ordinance. Thus, it is once again appropriate to acknowledge on behalf of the Council and the people of Chicago our sincere appreciation to Alderman McLaughlin and to those Members of the City Council who worked so diligently to bring about this most important legislation. It represents a reasonable, fair and achievable solution to one of our most pressing problems, and brings us closer to the day when the goals of this great nation will be a reality for all Americans.

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

Alderman Burke and Alderman McLaughlin, pursuant to Chapter 24, Section 21-15 of the Illinois Revised Statutes, moved that the proposed substitute ordinance be *Referred to Committee on Employment*. The motion *Prevailed*.

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY APPLIED
MOLECULAR GENETICS, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$8,000,000 for the construction of a project by Applied Molecular Genetics, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY CHARLOTTE
CHARLES, INC.

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

December 6, 1983

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,450,000 for the construction of a project by Charlotte Charles, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY INFORMATION
RESOURCES, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

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

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY KENNICOTT
BROS. CO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,350,000 for the construction of a project by Kennicott Bros. Company.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY MADISON
STREET PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

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

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY
MIDWAY AIRLINES, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

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

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR PROJECT BY 2720 NORTH
PAULINA LIMITED PARTNERSHIP.

December 6, 1983

COMMUNICATIONS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$2,000,000 for the construction of a project by 2720 North Paulina Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF
GRANT APPLICATION WITH H.U.D. FOR U.D.A.G. TO
ASSIST BELMONT-SHEFFIELD, LTD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Housing, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development from which the City will loan \$571,000.00 to Belmont-Sheffield, Ltd. to assist in rehabilitation of abandoned real estate into a mixed use 57-unit residential/9,365 square foot commercial complex located at 1001-11 West Belmont Avenue, and in the event the application is approved, authorizing the Mayor to enter into and execute a grant agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL
APPROVAL OF INDUSTRIAL REVENUE BOND FOR PROJECT
BY CHICAGO COMMUNICATION SERVICE, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$1,200,000 for the construction of a project by Chicago Communication Service, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF 15TH
WARD STREETS AND SANITATION YARD FACILITY AND
REDEVELOPMENT AGREEMENT TO WIENKE CO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 6, 1983.

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

LADIES AND GENTLEMEN--At the request and recommendation of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing and approving the contract of sale for the 15th Ward Street and Sanitation yard facility and the redevelopment agreement to the Wienke Co., for the sum of \$220,000.00 in conjunction with the \$6,000,000.00 commercial redevelopment of the 61st and Western Avenue Area.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Proclamations.

Proclamations of Honorable Harold Washington, Mayor, designating times for special observances as follows:

"CHANNEL 11 DAYS IN CHICAGO":
November 25 - December 12, 1983;

"MUNTU DANCE THEATRE DAY IN CHICAGO":
November 26, 1983;

"JOHN H. JOHNSON DAY IN CHICAGO":
November 30, 1983;

"MASADA OF THE ZOC CHANUKAH TORCH RELAY DAY IN CHICAGO":
December 4, 1983;

"JAMES L. HICKLIN III DAY IN CHICAGO":
December 4, 1983;

"FRANKLIN A. COLE DAY IN CHICAGO":
December 8, 1983.

Acceptances and Bonds Under Ordinances.

Also acceptances and bonds under ordinances as follows:

American National Bank and Trust Company of Chicago, U/T. No. 56881: Acceptance and bond under an ordinance passed on June 28 and amended September 28, 1983 (vaulted sidewalk space); filed on December 1, 1983;

Catholic Bishop of Chicago: Acceptance and bond under an ordinance passed on September 16, 1983 (tunnel); filed on December 1, 1983;

Lawrence A. Craelius: Acceptance and bond under an ordinance passed on August 31, 1983 (loading platform); filed on December 1, 1983;

De Paul University: Acceptance and bond under an ordinance passed on July 27, 1983 (hatch); filed on December 1, 1983;

Intercraft Industries Corporation: Acceptance and bond under an ordinance passed on June 28, 1983 (loading platforms); filed on December 1, 1983;

104 South Michigan Ltd.: Acceptance and bond under an ordinance passed on June 28, 1983 (vaulted sidewalk space); filed on December 1, 1983;

Texas Eastern Transmission Corporation: Acceptance and bond under an ordinance passed on July 27, 1983 (pipeline); filed on December 1, 1983.

Reports and Documents of Commonwealth Edison Co.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of December 1, 1983, which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of December, 1983.

Statement for bills issued in December, 1983, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Quarterly report to Securities and Exchange Commission (Form 10-Q) as of September 30, 1983.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. 5), for the month of October, 1983.

Monthly power plant report to the Federal Energy Regulatory Commission for the month of October, 1983."

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on November 23, 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 December 5, 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 23, 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 December 5, 1983.

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:

Annual Report of Chicago Housing Authority.

The annual report for the Chicago Housing Authority for the year ended December 31, 1982.--*Placed on File.*

Zoning Reclassifications of Particular Areas.

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

Capital Associates Development Corp.--to classify as a Residential Planned Development instead of a C1-1 Restricted Commercial District the area shown on Map No. 5-I bounded by

W. Charleston Street; the alley next east of and parallel to N. Campbell Avenue; the alley next south of and parallel to W. Charleston Street; a line 205.58 feet east of and parallel to N. Campbell Avenue; a line 124.20 feet south of and parallel to W. Charleston Street; N. Artesian Avenue; a line 306.51 feet south of and parallel to S. Charleston Street; a line 205.62 feet east of and parallel to N. Campbell Avenue; the alley next north of and parallel to W. McLean Avenue; the alley next east of and parallel to N. Campbell Avenue; W. McLean Avenue; and N. Campbell Avenue;

Ridgeway Hospital, c/o Di Leonardi & Associates, Ltd.--to classify as a B2-1 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 1-J bounded by

a line 236.85 feet north of and parallel to W. Ferdinand Street; the alley next east of and parallel to W. Hamlin Avenue; W. Ferdinand Street and N. Hamlin Avenue;

Noah R. Robinson--to classify as a B4-3 Restricted Service District instead of a B3-3 General Retail District the area shown on Map No. 10-E bounded by

a line 106.00 feet north of and parallel to E. 47th Street; S. Prairie Avenue; E. 47th Street; and a line 142.00 feet west of and parallel to S. Prairie Avenue;

Noah R. Robinson--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 20-H bounded by

W. 83rd Street; S. Ashland Avenue; a line 148.78 feet south of and parallel to W. 83rd Street; and alley next west of and parallel to S. Ashland Avenue.

Claims Against the City of Chicago.

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

Abington Teresa, Allstate Ins. Co. (5) Lazaros Ftikas, W.R. Kruif, Ken LaRoe, Gloria Shirt and Jack R. Simone, Ashby Homer;

Bond Richard T., Bowler Bonnie A., Bowman Helen M.;

Cail Jimmie, Callas George, Cattoni Deborah V., Chambers Kenneth E.;

Davis Florence;

Economy Fire & Cas. Co. and Princess D. Denny, Epps Nathaniel;

Fields Cleveland, Fine Bruce, Freedman Rick M.;

General Cab Service, General Parking Corp., Gold Lawrence H., Gualtier Michael R.;

Hardin Joan M., The Hartford (2) Frank M. Diaz Sr., and Steven & GERALYN Siptrott, The Hertz Corp., Hightower Jennidean, Himplemann Helen;

Jan Electric Co., Juratich Helene;

Kosowski Lawrence P., Kruse Kevin M.;

Lewis James, Love Berlis M.;

Mady Vic, McEvilly Myles J., Mendelson J., Menotti Anthony;

Omaha Indemnity and Elsie Hudspeth;

The Peoples Gas Light and Coke Co. (7) Pittman Bertha, Przybyszewski Victor S.;

Recovery Services and John Chessman, Replacement Rent-a-Car, Rivera Myrna E., Rollins Kenneth A.;

Salinas Jose C., Schiff S., Simmons Alfred, Smith Mildred, Stastny Vaughn R., State Farm Ins. Co. (6) Joseph Ciavirelli, Helen Keuter, Frank La Coco, Martin M. Martinez & Martha Marquez, Naim U. Qureshi and Mitchell Wlodarczyk, Steemer Almata D., Stein Joseph;

Tardi John A.;

Wagner Gregory W., Wilkosz Leo E., Wilson Richard A., Derrick Winfrey, Wrobel Joe.

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

Also communications from Lester S. Dickenson, Acting Commissioner of Streets and Sanitation, addressed to the City Clerk under date of December 2, 1983, transmitting certified copies of amounts of assessments for new Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code.--Placed on File.

Referred--PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under the date of

December 5, 1983 signed by him Edwin J. Kowalski, Secretary of the Board of Local Improvements; Department of Streets and Sanitation, which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Streets and Alleys.*

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost of said improvement thereof and recommends passage of said ordinances:

Ward 6	Grading, paving and improving the alley between E. 100th Street, E. 101st Street, S. Vernon Avenue and S. Dr. Martin Luther King Jr. Drive, etc.;
Ward 7	Grading, paving and improving the alley between E. 91st Street, E. 92nd Street, S. Yates Avenue and S. Oglesby Avenue, etc.;
Ward 8	Grading, paving and improving the alley between E. 80th Street, E. 81st Street, S. Bennett Avenue and S. Constance Avenue, etc.;
Ward 8	Grading, paving and improving the alley between E. 84th Street, E. 84th Place, S. Cregier Avenue and S. East End Avenue, etc.;
Ward 8	Grading, paving and improving the alley between S. Anthony Avenue, E. 89th Street, S. Yates Boulevard and S. Oglesby Avenue, etc.;
Ward 8	Grading, paving and improving the alleys between E. 102nd Street, E. 102nd Place, S. Dauphin Avenue and S. St. Lawrence Avenue, etc.;
Ward 9	Grading, paving and improving the alleys between E. 120th Street, E. 120th Place, S. Indiana Avenue and S. Michigan Avenue, etc.;
Ward 9	Grading, paving and improving the alleys between E. 122nd Place, E. 123rd Street, S. Michigan Avenue and S. State Street, etc.;
Ward 9	Grading, paving and improving the alleys between E. 125th Place, E. 126th Place, S. Indiana Avenue and S. Michigan Avenue, etc.;
Ward 13	Grading, paving and improving the alley between W. 64th Street, W. 64th Place, S. St. Louis Avenue and S. Central Park Avenue;
Ward 21	Grading, paving and improving the alley between W. 90th Street, W. 91st Street, S. Aberdeen Street and S. May Street, etc.;
Ward 22	Grading, paving and improving the alley between W. 36nd Street, W. 33rd Street, S. Ridgeway Avenue and S. Hamlin Avenue, etc.;

Ward 41

Grading, paving and improving the alley between W. Thorndale Avenue, W. Ardmore Avenue, N. Ozark Avenue and N. Canfield Avenue, etc.;

Ward 49

Grading, paving and improving the alley between W. Estes Avenue, W. Greenleaf Avenue, N. Wolcott Avenue and N. Damen Avenue, etc."

Referred--PROPOSED ORDINANCES RECOMMENDED BY
BOARD OF LOCAL IMPROVEMENTS FOR *REPEAL* OF
CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted three communications from Edwin J. Kowalski, Secretary of the Board of Local Improvements, Department of Streets and Sanitation under date of December 5, 1983 transmitting proposed ordinances to *repeal* ordinances passed on the dates noted, which were *Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDER FOR DRAFT OF ORDINANCE
FOR VACATION OF SPECIFIED PUBLIC WAY.

Also a communication from Canal-Randolph Corporation transmitting a proposed order for a draft of an ordinance for the vacation of a specified public way.--*Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDINANCE PRESENTED BY C.T.A.
REQUESTING APPROVAL FOR CONSTRUCTION OF BUS
PASSENGER SHELTERS.

Also a communication received in the City Clerk's Office from the Chicago Transit Authority requesting approval by the City Council for the construction and maintenance of three (3) bus passenger shelters at various locations.--*Referred to the Committee on Local Transportation*.

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE

Resolution that 1984 Appropriate Ordinance Provide Funds
for AIDS Support and Educational Program.

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

WHEREAS, Acquired Immune Deficiency Syndrome (AIDS) has posed an uncompromising threat to the health and safety of this country, this state and this City; and

WHEREAS, Currently recognized as a predominantly urban phenomenon, AIDS has now reached widespread attention and fear, and in combatting this dread disease the National Institute of Health has granted the Howard Brown Memorial Clinic in Chicago \$2.9 million to study AIDS, though monies from this grant are restricted to research and cannot be used for support and educational programs. Support by the City is clearly called for; and

WHEREAS, AIDS has been identified since 1980, and the City of Chicago Department of Health designated AIDS a reportable condition in March, 1983, and has established an Office of AIDS Activities charged with the coordination of program services and activities of federal, state and local agencies; and

WHEREAS, Since 1981 there have been well over 2500 AIDS cases. In Chicago 41 victims of this disease have been reported, of which 18 have died; and

WHEREAS, Local funding would provide: 1) appropriate community health care educational programs to promote community health awareness; 2) expansion of the AIDS Hotline, currently receiving up to 20 calls per day; 3) development of a comprehensive surveillance and reporting system for AIDS and related conditions; 4) expansion of basic support programs for AIDS victims and their families; and 5) establishing a network made up of local AIDS authorities, adjacent county and state agencies and the Center for Disease Control in Atlanta; now, therefore,

Be It Resolved, That we the members of the City Council of the City of Chicago, do hereby give serious consideration to amending the 1984 Budget of the City of Chicago to provide supportive and educational funding for a comprehensive and committed program of the study of AIDS.

On motion of Alderman Burke the foregoing resolution was *Adopted* by a viva voce vote.

**Industrial Revenue Bond Authorized for Chicago Metropolitan
Mutual Assurance Company Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of an industrial revenue bond in the amount of \$1,500,000 for the construction of a project by Chicago Metropolitan Mutual Assurance Company.

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

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

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, As a result of negotiations between the Issuer and Chicago Metropolitan Mutual Assurance Company, an Illinois corporation (the "Company"), the Issuer, through its Economic Development Commission, has entered into a Memorandum of Agreement with the Company (the "Memorandum of Agreement") and contracts have been or will be entered into by the Company for the construction of improvements to land and buildings located thereon in the City of Chicago,

Illinois, which will constitute an "industrial development project" within the meaning of the Enabling Ordinance (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company pursuant to which the Issuer shall lend the company a sum sufficient, together with other moneys of the Company, to accomplish such construction, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$1,500,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, It is anticipated that additional amounts may be necessary to complete or improve the Project and as a result, provisions should be made for the issuance of additional parity bonds from time to time (hereinafter sometimes referred to as the "Additional Bonds"); and

WHEREAS, The Issuer proposes to issue and sell the revenue bonds hereinafter authorized and designated "Industrial Revenue Bonds, Series 1983 (Chicago Metropolitan Mutual Assurance Company Project)" (the "Series 1983 Bonds") upon a negotiated basis to The First National Bank of Chicago and Independence Bank of Chicago pursuant to a Bond Purchase Agreement between the Issuer and said banks; and

WHEREAS, Pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1982, the necessary public hearing on the proposed plan of financing has been held by the City of Chicago prior to approval of the revenue bonds hereinafter provided for; now, therefore,

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

Definitions.

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

"Additional Bonds" means the additional parity Bonds authorized to be issued pursuant to Section 15 hereof.

"Agreement" means the Loan Agreement dated as of September 1, 1983, by and between the Issuer and the Company, as from time to time supplemented or amended, pursuant to which the Issuer will assign its rights under the Loan Agreement (except its rights under Sections 4.2(c), 5.3 and 6.3 thereof).

"Assignment" means the Assignment, dated as of September 1, 1983, by and between the Issuer and the Trustee, as from time to time supplemented and amended.

"Authorized Company Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Banks" means The First National Bank of Chicago, a national banking association duly organized and validly existing under the laws of the United States of America, and its successors and assigns, and Independence Bank of Chicago, a banking corporation duly organized and validly existing under the laws of the State of Illinois, and its successors and assigns, including without limitation, in each case, any assignee thereof or transferee therefrom of any of the Bonds.

"Base Rate" means that per cent per annum of interest which is the corporate base rate of interest as announced by The First National Bank of Chicago, Chicago, Illinois, from time to time; provided that the Base Rate shall be determined only as of the first day of each calendar quarter.

"Bonds" means the Series 1983 Bonds and any Additional Bonds authorized to be issued hereunder.

"Bond Fund" means the City of Chicago, Cook County, Illinois, Bond Fund (Chicago Metropolitan Mutual Assurance Company Project) created by Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated as of September 1, 1983, by and among the Issuer and the Banks, as from time to time supplemented or amended.

"Code" means the Internal Revenue Code of 1954, as amended, and the regulations, rules and rulings promulgated thereunder.

"Company" means Chicago Metropolitan Mutual Assurance Company, a mutual insurance corporation duly organized and validly existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as provided in Section 5.2 of the Agreement.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Construction Fund (Chicago Metropolitan Mutual Assurance Company Project) created by Section 5 hereof.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended.

The term "event of default" means those events specified in and defined in Section 11 hereof.

"Final Determination of Taxability" means the issuance by the Internal Revenue Service of a final notice of assessment and demand for payment from which no appeal has been taken and for which all appeal periods have expired, to the effect that interest on the Series 1983 Bonds or any portion thereof is includable in the Federal gross income of the holder or a former holder of the Series 1983 Bonds (other than a "substantial user" or "related person" within the meaning of Section 103 of the Code), or a final decision of any court of competent jurisdiction to the aforesaid effect, from which all appeal periods have expired.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Indenture" means the Indenture of Trust, dated as of the 1st day of September, 1983, by and between the Issuer and the Trustee, pursuant to which the Trustee agrees, among other things, to hold and disburse the Construction Fund and the Bond Fund.

"Issuer" means the City of Chicago, Cook County, Illinois, and its successors and assigns.

"Note" means the promissory note in the aggregate principal amount of \$1,500,000 to be executed and delivered by the Company to the City concurrently with the sale and delivery by the City of the Series 1983 Bonds, which is the promissory note of the Company referred to in Section 4.2(a) of the Agreement.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Premises" means the Premises as defined and described in the Agreement.

"Project" means the improvements, fixtures and related property to be constructed on the Premises, together with the items of information and data processing equipment to be installed therein, which are to be financed in part with the moneys received by the Company from the Issuer under the Agreement.

"Series 1983 Bonds" means the Industrial Revenue Bonds, Series 1983 (Chicago Metropolitan Mutual Assurance Company project) authorized to be issued by the Issuer in the principal amount of \$1,500,000 pursuant to Section 3 hereof.

"Taxable Date" means the earliest date on which interest on the Series 1983 Bonds or any portion thereof is includible in the Federal gross income of the holder or a former holder of the Series 1983 Bonds (other than a "substantial user" or "related person" within the meaning of Section 103 of the Code) established pursuant to a Final Determination of Taxability.

"Taxable Rate" means that rate of interest which is equal to the lesser of (1) the sum of the Base Rate plus 0.05 per cent per annum of interest or (2) the maximum rate of interest per annum allowable under applicable Illinois law. All calculations of the Taxable Rate shall be based on a year of 360 days and computed based on the actual number of days elapsed.

"Tax-Exempt Rate" means that per cent per annum of interest which from time to time shall equal the product of multiplying the Base Rate as in effect from time to time by 0.65. All calculations of the Tax-Exempt Rate shall be based on a year of 360 days and computed based on the actual number of days elapsed.

"Trustee" means The First National Bank of Chicago, a national banking association duly organized and validly existing under the laws of the United States of America, as Trustee under the Indenture, and any successor Trustee.

Authorization of the Project.

SECTION 2. That in order to promote the general welfare of the Issuer and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the construction of the Project is not less than \$_____, of which \$1,500,000 will be provided by the issuance of the Series 1983 Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as herein provided and as provided in the Agreement is necessary to accomplish the public purposes described in the Enabling Ordinance and the preamble hereto, and that in order to secure the 1983 Bonds, the assignment and pledge to the Trustee of all right, title and interest of the Issuer in and to the Agreement and the Note (except with respect to certain rights of the Issuer for indemnification and payment of certain expenses by the Company) are necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bonds, Series 1983 (Chicago Metropolitan Mutual Assurance Company Project), in the aggregate principal amount of \$1,500,000, dated September 1, 1983, lettered and numbered R-1 and upward, as fully registered bonds without coupons in any denomination. Each Series 1983 Bonds shall mature in thirty (30) consecutive equal principal installments payable commencing March 1, 1984 and semiannually thereafter on the first day of each March and September to and including September 1, 1998 and shall bear interest on the unpaid principal balance thereof at the Tax Exempt Rate (except as may be increased by a Final Determination of Taxability) payable commencing on December 1, 1983 and quarterly thereafter on the first day of each March, June, September and December until the principal thereof is paid.

Should a Final Determination of Taxability occur, Principal of the Series 1983 Bonds unpaid on the date of the Final Determination of Taxability shall bear interest from such date at the Taxable Rate. As additional interest on the 1983 Bonds upon a Final Determination of Taxability, the Issuer shall, within 60 days after receipt by the Company and the Issuer of notice of the Final Determination of Taxability, also pay from the source and as hereinafter provided to the owner or former owner of the Series 1983 Bonds, the difference between the aggregate amount of interest

paid on the Series 1983 Bonds at the Tax-Exempt Rate and the aggregate amount of interest which would have been payable to said owner or former owner of the Series 1983 Bonds at the Taxable Rate during the period commencing on the Taxable Date and ending on the date of the Final Determination of Taxability.

The Banks and any holders or former holders of the Series 1983 Bonds will give the company and the Issuer prompt notice of any assessment, revenue agent's report or other official or legal notice or action challenging the tax exempt status of interest on the Series 1983 Bonds, but failure of the Banks or any other holders or former holders of the Series 1983 Bonds to give prompt notice will not relieve the Issuer of its obligation to pay said additional interest or interest at the Taxable Rate as herein provided. The Banks and any holders or former holders of the Series 1983 Bonds shall cooperate with the Company in any challenge of an assessment or any suit for refund of taxes paid; provided, however, that any expenses incurred in connection with such challenge shall be paid by the Company.

The principal installments of and interest on the Series 1983 Bonds shall be payable in lawful money of the United States of America at the principal office of the Trustee in Chicago, Illinois. At least annually, the Trustee shall notify the Issuer of the payment of the principal installments of the Series 1983 Bonds (whether at maturity or upon redemption or acceleration) and shall include in such notification a statement of the unpaid balance of the Series 1983 Bonds.

The Series 1983 Bonds, together with interest thereon, shall be a limited obligation of the Issuer secured by the Agreement and the Note, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Series 1983 Bonds proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Trustee and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal installments of and interest on the Series 1983 Bonds and any Additional Bonds, except as may be expressly authorized otherwise in this Ordinance and in the Agreement. The Series 1983 Bonds have been issued under and shall contain a recital that they are issued pursuant to the provisions of the Enabling Ordinance; Series 1983 Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts from the Agreement and the Note (except as stated aforesaid).

The Trustee, which is hereby appointed Bond Registrar of the Issuer shall keep and maintain books for the registration and transfer of Bonds. The Bonds shall be freely transferable as provided herein. Upon surrender for transfer of the Bonds at the principal corporate trust office of the Trustee, duly endorsed for transfer, or accompanied by an assignment duly authorized in writing, the Issuer shall execute and deliver new Bonds of the same series, maturities, interest rates, in the unpaid principal amounts of the Bonds thereby transferred, and shall be dated as of the next preceding interest payment date, or if issued on an interest payment date, as of such date. The Trustee shall notify the Company of any such transfer.

The principal installments of the Series 1983 Bonds shall be subject to redemption prior to maturity if the Company exercises its option to prepay the Note or a portion thereof pursuant to Section 7.1(a) of the Agreement, on any date, in whole or in part, in the inverse order of maturity of the principal installments of Series 1983 Bonds, at a prepayment price equal to 100% of the amount thereby being prepaid plus accrued interest thereon to the date of prepayment.

Upon the receipt by the Issuer, the Bank and the Trustee of at least 45 days' prior written notice from the Company specifying a date for the prior redemption of principal installments of the Series 1983 Bonds, the Trustee shall, to the extent that amounts are or become available therefor in the Bond Fund redeem the principal installments of the Series 1983 Bonds in accordance with the preceding paragraphs. All principal installments of the Bonds designated for prior redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the principal corporate trust office of the Trustee on such date.

The Series 1983 Bonds may be prepared in typewritten, mimeographed, printed or engraved form.

The Series 1983 Bonds shall be signed by the Mayor of the Issuer by his manual or facsimile signature, attested by the manual or facsimile signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto. In case any official whose signature shall appear on the Series 1983 Bonds shall cease to be such official before the delivery of the Series 1983 Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

In the event any Bond issued hereunder is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as that Bond mutilated, lost, stolen or destroyed; provided that, in the case such Bond is mutilated, such mutilated Bond shall first be surrendered to the Issuer, and in the case such Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to the Issuer and the Trustee. In the event all the principal installments of such Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the owner of such Bond with reasonable fees and expenses in this connection.

Bond Form

SECTION 4. That the Series 1983 Bonds, the form for Assignment thereof and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the following form:

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

Industrial Revenue Bond, Series 1983
(Chicago Metropolitan Mutual Assurance Company Project)

The principal of this Bond is subject to redemption in part from time to time which the registered holder hereof is required to endorse on this Bond. Partial redemptions may have occurred subsequent to the date of issue of this Bond. Accordingly, the unpaid principal amount of this Bond may be less than set forth on the face hereof. Anyone acquiring this Bond may ascertain its current principal amount by inquiry of the Trustee.

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM
REVENUES AND RECEIPTS DERIVED FROM THE
LOAN AGREEMENT AND THE NOTE HEREIN DEFINED

R- _____ \$ _____

Know All Men by These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to

or registered assigns as hereinafter provided, the principal sum hereof in thirty (30) consecutive equal semiannual principal installments commencing March 1, 1984 and on each March 1 and September 1 thereafter to and including September 1, 1998 and to pay interest on the unpaid principal amount hereof from the date of this Bond at the Tax-Exempt Rate as defined in the hereinafter described Indenture (except upon the occurrence of a Final Determination of Taxability as set out in said Indenture), commencing on December 1, 1983, and quarterly thereafter on the first day of each March, June, September and December until the principal hereof is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto. Interest shall be computed on the basis of a calendar year of 360 days and computed based on the actual number of days elapsed. The principal of and interest on this Bond is payable in lawful money of the United States of America and shall be paid by check or draft mailed to the registered owner hereof at his address as it appears on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such owner to the Trustee.

This Bond is one of an authorized series of Bonds of the Issuer in the aggregate principal amount of \$1,500,000 designated as "Industrial Revenue Bonds, Series 1983 (Chicago Metropolitan Mutual Assurance Company Project)" (hereinafter called the "Series 1983 Bonds"), issued under and secured by an Indenture of Trust, as from time to time amended (the "Indenture"), dated as of September 1, 1983, duly executed and delivered by the Issuer to the First National Bank of Chicago, as Trustee (the term "Trustee" where used herein referring to said Trustee or its successors in trust). The Series 1983 Bonds are issued in order to increase employment and to promote the diversification of business, commerce and industry in and near the Issuer and to promote the health, prosperity, economic stability and general welfare of the area in and near the Issuer by funding a loan by the Issuer to Chicago Metropolitan Mutual Assurance Company (the "Company"), an Illinois mutual insurance company duly authorized to conduct business in the State of Illinois, for the purpose of financing costs of the acquisition and construction by the Company of certain economic development facilities consisting of acquiring, constructing, repair, improvement, extension and equipping additions to office facilities (the "Project") located in the Issuer. As provided in the Indenture, additional bonds (hereinafter called the "Additional Bonds") may be issued to the extent permitted by law, in one or more series for the purpose of financing the cost of completing the Project and the cost of acquiring and constructing additional economic development facilities and for the purpose of refunding any Series 1983 Bonds or Additional Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the holders of the Series 1983 Bonds and the terms upon which Additional Bonds may be issued and secured.

This Series 1983 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Trustee in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 1983 Bond. Upon such transfer, a new registered Series 1983 Bond or Bonds of the same series and the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

This Series 1983 Bond and the series of Bonds of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Chapter 15.2 of the Municipal Code of the Issuer (the "Enabling Ordinance") implementing its home rule powers, and pursuant to proceedings adopted by the Issuer, which proceedings authorized the execution and delivery of the Indenture. This Series 1983 Bond and the series of Bonds of which it forms a part are limited obligations of the Issuer and are payable solely from payments from a promissory note dated September 1, 1983 (the "Note") delivered by the Company to evidence its obligation to repay the loan made by the Issuer to the Company for the purpose of financing costs of the acquisition, construction, repair, improvement, extension and equipping by the Company of the Project, and otherwise as provided in a Loan Agreement dated as of September 1, 1983, by and between the Issuer and the Company (the "Loan Agreement"). Pursuant to the Loan Agreement, payments on the Note sufficient for the prompt payment when due of the principal of and interest on the Series 1983 Bonds are to be made by the Company to the Trustee for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Cook County, Illinois Bond Fund (Chicago Metropolitan Mutual Assurance Company Project)"; such payments have been duly assigned and pledged to the Trustee for that purpose; and under the Indenture the rights of the Issuer under the Loan Agreement and the Note have been assigned and pledged to the Trustee to secure payment of such principal and interest on the Series 1983 Bonds. This bond and the series of bonds of which it forms a part shall not constitute an indebtedness or a loan of credit of the issuer, the State of Illinois or any political subdivision thereof or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision.

Should a Final Determination of Taxability occur, principal of the Series 1983 Bonds outstanding on the date of the Final Determination of Taxability shall bear interest from such date to maturity or prior redemption at the Taxable Rate (as defined in the Indenture). As additional interest on

the Series 1983 Bonds upon a Final Determination of Taxability, the Company shall, within 60 days after receipt by the Company and the Issuer of notice of a Final Determination of Taxability, pay to the Trustee for deposit in the Bond Fund the difference between the aggregate amount of interest paid on the Series 1983 Bonds at the Tax-Exempt Rate and the aggregate amount of interest which would have been payable to the holders or former holders of the Series 1983 Bonds at the Taxable Rate during the period commencing on the Taxable Date and ending on the date of the Final Determination of Taxability.

Any holders or former holders of the Series 1983 Bonds shall give the Company and the Issuer prompt notice of any assessment, revenue agent's report or other official or legal notice or action challenging the tax-exempt status of interest on the Series 1983 Bonds, but failure of any holders or former holders of the Series 1983 Bonds to give prompt notice will not release the Company of its obligation to pay such additional interest or interest at the Taxable Rate as herein provided. Any holders or former holders of the Series 1983 Bonds will cooperate with the Company in any challenge of an assessment or any suit for refund of taxes paid.

By the acceptance of this Bond, the holder hereof grants to the Company in connection with a Final Determination of Taxability the right to commence and maintain any action in the name of such holder on the terms and conditions set forth in the Indenture and the Loan Agreement and by such acceptance agrees to sign all pleadings and other documents necessary to file and maintain an action to judgment and through any appeals therefrom and other proceedings related thereto.

The Series 1983 Bonds are callable for redemption on any date, without premium, in the event the Company shall exercise its option to prepay the loan pursuant to Section 7.1 of the Loan Agreement. If called for redemption, the Series 1983 Bond shall be subject to redemption by the Issuer in whole or in part at a redemption price of 100% of the principal amount thereby being prepaid plus accrued interest thereon to the redemption date.

Each redemption in part of the Series 1983 Bonds shall be pro rata to all then outstanding Series 1983 Bonds according to the respective outstanding principal amounts thereof, shall be applied on the principal installments thereof in the inverse order of their maturity and shall be at a redemption price of 100% the principal amount thereby being redeemed plus accrued interest thereon to the redemption date.

In the event any of the Series 1983 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 1983 Bonds to be redeemed shall be given by mailing a copy of the redemption notice by registered or certified mail at least thirty days prior to the date fixed for redemption at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Series 1983 Bonds. All Series 1983 Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and such Series 1983 Bonds shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. If for any reason it is impossible or impractical to call for redemption in the manner herein provided, then such notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

The holder of this Series 1983 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all of the Series 1983 Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture or of any supplements thereto may be made only to the extent and in the circumstances permitted by the Indenture.

It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 1983 Bond and the issue of which it forms a part do exist, have happened and have been performed in due time, form and manner as required by law; and the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

This Series 1983 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authenticity hereon shall have been signed by the Trustee.

In Witness Whereof the City of Chicago, Illinois, has caused this Series 1983 Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and a manual or facsimile of its corporate seal to be hereunto imprinted, all as of September 1, 1983.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

(SEAL)

ATTEST:

City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Series 1983 Bonds described in the within mentioned Indenture of Trust.

THE FIRST NATIONAL BANK OF
CHICAGO, as Trustee

By _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED

THE UNDERSIGNED SELLS, ASSIGNS AND TRANSFERS UNTO

(Name and Address of Assignee)

THE WITHIN BOND

AND DOES HEREBY IRREVOCABLY CONSTITUTE AND APPOINT

TO TRANSFER THE SAID BOND ON THE BOOKS KEPT FOR REGISTRATION
THEREOF WITH FULL POWER OF SUBSTITUTION IN THE PREMISES.

DATED: _____

SIGNATURE GUARANTEED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Custody and Application of Proceeds of Bonds;
Construction Fund.*

SECTION 5. There is hereby created and established with the Trustee, a special fund in the name of the Issuer to be designated "City of Chicago Cook County, Illinois, Construction Fund-Chicago Metropolitan Mutual Assurance Company Project" (the "Construction Fund"). The proceeds received by the Issuer upon the sale of the Series 1983 Bonds, exclusive of accrued interest, if any, which shall be deposited in the Bond Fund, shall be deposited in the Construction Fund which shall be held in a separate account by the Trustee. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement and, particularly, Section 3.3 thereof.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the project has been completed and a certificate of payment of all costs filed as provided in this Section, the Trustee shall deliver copies of such records to the Issuer and the Company.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of a certificate of the Authorized Company Representative required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

*Construction of Project and Payment of Amounts
Under the Agreement.*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Series 1983 Bonds in order to finance a portion of the cost of the construction of the Project by the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are to be sufficient to pay the principal installments of and interest on the Series 1983 Bonds hereby authorized, and are hereby pledged and ordered paid into the Bond Fund, as specified in Section 7 hereof. The Agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Trustee for deposit in the Bond Fund and such provision is hereby expressly approved.

Revenues; Bond Fund.

SECTION 7. The Series 1983 Bonds (including all payments required of the Issuer hereunder) are not general obligations of the Issuer but are special and limited obligations payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note as provided herein.

There is hereby created by the Issuer and ordered established with the Trustee a special fund to be designated "City of Chicago, Cook County, Illinois Bond Fund-Chicago Metropolitan Mutual Assurance Company Project" (the "Bond Fund"), which shall be used to pay the principal installments of and interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

There shall be deposited into the Bond Fund, as and when received, (a) a sum equal to the accrued interest, if any, paid by the purchaser of the Series 1983 Bonds; (b) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (c) all payments on the Note; (d) all prepayments on the Note specified in Article VII of the Agreement; (e) all other moneys received by the Trustee required to be deposited in the Bond Fund under and pursuant to any of the provisions of the Agreement, the Note, or the Indenture. The Trustee is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal installments of, premium, if any, and interest on the Bonds.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Banks and any other owner of the Series 1983 Bonds to the end of fully protecting the rights and security of the Banks and any other such owner. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of, premium, if any, and interest on the Series 1983 Bonds and the charges and expenses of the Trustee, shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement.

Assignment.

SECTION 8. As security for the due and punctual payment of the principal installments of and interest on the Series 1983 Bonds hereby authorized, the Issuer hereby assigns and pledges to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(c) of the Agreement relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company or Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon an event of default under the Agreement) and all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof, and as evidence of such assignment, pledge and security interest, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

Investments; Arbitrage.

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof and the Bond Fund created pursuant to Section 7, may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement and Section 701 of the Indenture. Any such investment shall be held by or under control of the Trustee and shall be deemed at all times a part of the fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Trustee may cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Series 1983 Bonds which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the purchasers and the owners from time to time of the Series 1983 Bonds that so long as any principal installment of or interest on the Series 1983 Bonds remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Series 1983 Bonds to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Sections 1.103-13, 1.103-14 and 1.103-15 of the Internal Revenue Service Rules and Regulations (26 C.F.R., Part 1) as the same presently exist, or may from time to time hereafter be amended, supplemented or revised, and will make and deliver certain certifications and representations with respect to Section 103(a) of the Code.

General Covenants.

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bonds, the principal installments of and interest on the Bonds hereby authorized at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The Bonds and the obligation to pay interest thereon are limited obligations of the Issuer, secured and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bonds, the Agreement, the Assignment, the Bond Purchase Agreement and the Indenture, and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, as supplemented and amended, to issue the Bonds authorized hereby and to pledge and assign the revenues and receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds has been duly and effectively taken and that the Bonds are and will be valid and enforceable limited obligations of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, granting, pledging and assigning unto the Trustee the interest of the Issuer in and to the Agreement and the Note for the benefit of the Banks and any other owner of the Bonds, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2 (a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement or the Note, or of its rights under the Agreement or the Note.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note and under the Agreement shall at all reasonable times be open to inspection by the Banks or any other owner of the Bonds or such accountants or other agencies as any such owner may from time to time designate.

The Issuer covenants and agrees that it shall, through the Trustee, enforce all of its rights and all of the obligations of the Company under the Agreement, the Note and the Bond Purchase Agreement on its own behalf or on behalf of the Banks or any other owner of the Bonds. The Issuer shall protect the rights of the Banks or any other owner of the Bonds hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement or the Note.

Events of Default and Remedies.

SECTION 11. If any of the following events occurs it is hereby defined as and declared to be and to constitute an "event of default" hereunder:

(a) Default in the due and punctual payment of any interest on any Bond when due and the continuation of such default for a period of five days (provided that the failure to pay any additional interest upon a Final Determination of Taxability required to be paid under Section 3 hereof shall not constitute an event of default hereunder until 60 days after the Issuer and the Company have received notice of a Final Determination of Taxability).

(b) Default in the due and punctual payment of any principal installment of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon redemption or proceedings for the acceleration thereof, and the continuation of such default for a period of 5 days.

(c) An "Event of Default" shall have occurred and be continuing under the Agreement.

(d) Subject to the provisions of Section 912 of the Indenture, default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City in the Indenture or in the Bonds contained, or default on the part of the Company in connection with the matters referred to in Section 912 of the Indenture.

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Trustee, by notice in writing delivered to the Company and the Issuer, may declare the principal installments of the Bonds and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement and the Note from the Company immediately shall become due and payable as provided in Section 6.2 of the Agreement.

Upon the occurrence of an event of default hereunder, the Trustee may exercise such rights as exist under the Agreement and the Indenture or may pursue any available remedy at law or in equity by suit, action mandamus or other proceeding to enforce the payment of the principal installments of and interest on the Bonds and to enforce and compel the performance of the duties and obligations of the Company as herein and in the Agreement and the Note set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Company or the Trustee) or under the Indenture at the time of the occurrence of an event of default hereunder shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal installments and interest due and unpaid upon the Bonds to the person entitled thereto in accordance with the provisions of the Indenture.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine in accordance with the provisions of the Indenture. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal installments of and interest on the Bonds have been paid under the provisions of this Section and all expenses of the Trustee, the Banks and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.5 of the Agreement.

With regard to any default concerning which notice is given to the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

*Sale of the Series 1983 Bond:
Execution of Documents.*

SECTION 12. (a) The sale to the Banks of the Series 1983 Bonds hereby authorized at a price of \$1,500,000 (plus accrued interest, if any) against payment therefor pursuant to the Indenture and the Bond Purchase Agreement are hereby in all respects authorized, approved and confirmed.

(b) The Memorandum of Agreement, the Bond Purchase Agreement, the Agreement, the Assignment, the Indenture and the form of the Series 1983 Bonds set forth in the Indenture, each in substantially the form in which the same has been presented to the governing body of the Issuer is hereby in all respects authorized, approved and confirmed by said governing body, with such insertions and non-substantive changes therein as shall be approved by the Mayor of the Issuer, and his execution thereof shall constitute conclusive evidence of the City Council's approval of any and all such changes.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement, the Agreement, the Assignment, the Indenture and the Series 1983 Bonds for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(c) The Memorandum of Agreement, the Bond Purchase Agreement, the Agreement, the Assignment, the Indenture and the form of the Series 1983 Bonds set forth in the Indenture, each in the form in which presented to the governing body of the Issuer, with such insertions and non-substantive changes as shall be approved by the Mayor, his execution thereof constituting conclusive evidence of the City Council's approval of any and all such changes, are hereby incorporated herein by reference as a part hereof.

Performance Provisions.

SECTION 13. The Mayor, City Clerk and City Comptroller for and on behalf of the Issuer shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Clerk and City Comptroller shall be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Series 1983 Bonds, the Agreement, the Assignment, the Indenture and the Bond Purchase Agreement, and to discharge all of the obligations of the Issuer thereunder.

Notices.

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Trustee at One First National Plaza, Chicago, Illinois 60670, Attention: Corporate Trust Department; if to the Company at 4455 Dr. Martin Luther King Jr. Drive, Chicago, Illinois, 60653, Attention: Senior Vice President.

*Ordinance A Contract; Provisions for Modifications,
Alterations and Amendments; Additional Bonds.*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owners of the Bonds hereby authorized; and after the issuance of the Series 1983 Bonds, no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the Banks and any other owner of the Bonds until such time as all principal installments of and interest on the Bonds shall have been paid in full, except as hereinafter provided with respect to Additional Bonds.

So long as the Agreement is in effect, one or more series of Additional Bonds may be delivered for the purposes and in accordance with the provisions set forth in Section 3.2 of the Agreement. The Additional Bonds of each such series shall be executed and delivered by the Issuer to the owners of such Additional Bonds, pursuant to an Ordinance supplementary hereto. Upon payment to the Issuer of the proceeds of said sale of Additional Bonds, they shall be delivered by the Issuer to the Trustee in accordance with the provisions set forth in section 207 of the Indenture, but only upon there being filed with the Issuer such documents as are required under Section 207 of the Indenture.

The proceeds of payment for such Additional Bonds shall be paid over to the Trustee and deposited in the Bond Fund and the construction Fund pursuant to Sections 5 and 7 hereof.

Each series of Additional Bonds issued pursuant to this Section shall be equally and ratably secured under this Ordinance and the Indenture with the Series 1983 Bonds now being issued and all other series of Additional Bonds, if any, issued pursuant to this Section, without preference, priority or distinction of any Bonds over any other, but shall bear such date or dates, bear interest at such rate or rates, mature on such date or dates and be subject to redemption on the dates and at such premises, and be issued at such prices as shall be approved in writing by the Issuer and the Company.

Notwithstanding anything herein to the contrary, no Additional Bonds shall be issued unless the Agreement is in effect and there is no event of default continuing at the time of issuance under the Agreement or this Ordinance.

Satisfaction and Discharge.

SECTION 16. All rights and obligations of the Issuer, the Company and the Trustee under the Bonds, this Ordinance, the Agreement, the Note, the Assignment, the Indenture, the Memorandum of Agreement and the Bond Purchase Agreement shall terminate, such instruments shall cease to be of further effect, the Banks or any other owner of Bonds shall surrender the Bonds to the Trustee, and the Trustee shall cancel the Bonds, deliver them to the Issuer, deliver a copy of the cancelled Bonds to the Company, and assign and deliver to the Company any moneys in the Bond Fund required to be paid to the Company under Section 7 hereof (except moneys held by the Trustee for the payment of principal installments of or interest on the Bonds) when:

- (a) all expenses of the Issuer, the Banks and the Trustee shall have been paid;
- (b) the Issuer, the Company and the Trustee shall have performed all of their covenants and promises in the Bonds, this Ordinance, the Agreement, the Note, the Assignment, the Bond Purchase Agreement, the Memorandum of Agreement and the Indenture; and
- (c) all principal installments of and interest on the Bonds have been paid.

Severability.

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions.

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Superseded.

SECTION 19. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This ordinance shall be in full force and effect from and after its passage.

Acknowledgment of Hearing.

SECTION 20. The action of the Commissioner of Economic Development in publishing a notice of public hearing as required by the Tax Equity and Fiscal Responsibility Act of 1982 is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago on September 9, 1983.

[Assignment, Bond Purchase Agreement, Indenture of Trust and Loan
Agreement omitted for printing purposes.]

**Transfer of Funds Authorized in Committee on
Streets and Alleys.**

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.

From:

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1219-005	Salaries and Wages	\$ 5,500
100-1219-700	Contingency	690

To:

<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1219-157	Rental of Equipment and Services	\$ 6,190

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

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

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

Nays--None.

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

**Resolution Authorizing Transfer of Funds Under
1983 Emergency Jobs Bill Program.**

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

WHEREAS, The City of Chicago passed an ordinance on May 26, 1983 establishing procedures for the 1983 Emergency Jobs Bill Community Development Block Grant and Year IX Community Development Program which required that the City shall not reprogram by more than 10% funds to or from any project category as set forth in the Supplement, Projected Use of Funds by Program without the prior approval of the Council; and

WHEREAS, The Mayor and City are desirous of providing sufficient resources to provide emergency food for individuals and families who are in an emergency situation; and

WHEREAS, One of the basic objectives of the 1983 Jobs Bill CDBG funds is to provide humanitarian assistance to the indigent; and

WHEREAS, The United States Department of Housing and Urban Development will now permit recipients of CDBG funds authorized by the Emergency Jobs Act of 1983 to allocate in excess of 50% of said funds to Public Service projects; and

WHEREAS, The resources of \$1,300,000 allocated to the City's Emergency Food Program under the 1983 Jobs Bill CDBG program authorized by City Council under the May 26, 1983 ordinance for the period extending July 1, 1983 through June 30, 1984 are exhausted; and

WHEREAS, The City Council in the aforesaid May 26, 1983 ordinance allocated and authorized expenditure of \$4,000,000 from the total grant of funds from said Jobs Act in support of the Multi-Unit Rehabilitation Program; and

WHEREAS, The slower than planned pace of payout of funds under the aforesaid Multi-Unit Rehabilitation Program is inconsistent with one of the main objectives of the Emergency Jobs Act of 1983, that is, rapid disbursement of funds so as to quickly assist the unemployed and the needy; and

WHEREAS, The City has available to it \$957,314 of Community Development salvage (surplus funds from completed CDBG projects) from Program Years V -VIII; and

WHEREAS, By allocating the salvage funds from Program Years V - VIII of the Community Development Block Grant Entitlement Program to the Year IX Entitlement Multi-Unit Rehabilitation Program, the City can maintain the full funding level of the aforesaid Program and make available an equal sum of funds originally allocated from the Emergency Jobs Act Program for reprogramming; now; therefore:

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

1. The sum of \$957,314 in salvage funds from Program years V - VIII of the Community Development Block Grant Program be reprogrammed to Year IX of said Program and allocated to the Year IX Entitlement Multi-Unit Rehabilitation Program in the same sum.

2. The sum of \$957,314 of funds allocated to the aforesaid Multi-Unit Rehabilitation Program from the City's grant of Emergency Jobs Act of 1983 funds be programmed from that Rehabilitation Program and allocated to the Emergency Food Program.

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

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

Nays--None.

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

**Authority Granted for Execution of Amendment to Agreement Between
City and State for Improvement of Lake Shore Drive.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an execution of an amendment to an agreement between City of Chicago and State of Illinois for improvement of Lake Shore Drive between the Chicago River and Huron Street.

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

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

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation

Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the improvement of Lake Shore Drive between the Chicago River and Huron Street described therein, said amendment to be substantially in the following form:

Whereas, on September 10, 1980, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 3627 through 3629); and

Whereas, on March 12, 1981, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to improve and construct Lake Shore Drive hereinafter referred to as 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; and

Whereas, Numbered Paragraph 22 of the aforementioned Agreement contains the estimated cost and the division of financial responsibilities for the Project.

Now, Therefore, Be It Agreed that Numbered Paragraph 22 of the aforementioned Agreement be revised to read as follows:

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

Right-Of-Way Acquisition	\$	7,000,000
Contract Construction	\$	33,500,000
Force Account Construction	\$	1,000,000
Construction Engineering/Supervision	\$	3,500,000
TOTAL:	\$	45,000,000

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)		
(85% of \$45,000,000)	\$	38,250,000
Non-Federal Funds (State)		
(15% of \$45,000,000)	\$	6,750,000
TOTAL:	\$	45,000,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$7,425,000, 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 Numbered Paragraph 22 be added to the aforementioned Agreement as follows:

25. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval of the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 22.

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

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

In Witness Whereof, the City and State have cause this Amendment 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.

**Execution of Memorandum of Agreement Authorized Between City and
Belmont-Sheffield Limited Partnership, for Rental Housing
Located at Nos. 1001-1011 W. Belmont Av.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a Memorandum of Agreement between City and Belmont-Sheffield Limited Partnership, for rental housing consisting of 56 units located at Nos. 1001-1011 W. Belmont Avenue.

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

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

Nays--None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary housing which persons of low and moderate income, including but not limited to elderly and handicapped persons, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, Belmont-Sheffield Limited Partnership, an Illinois limited partnership (the "Partnership") wishes to secure financing for the acquisition, construction, rehabilitation and equipping of a residential rental housing facility to be located at 1001-11 West Belmont in the City and known as Belmont-Sheffield Apartments (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, construction and equipping of such Project; and

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

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

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

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

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

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount of approximately \$2,600,000 for the aforementioned purpose.

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

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

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and Belmont-Sheffield Limited Partnership, an Illinois limited partnership (the "Partnership").

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

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

(b) It is proposed that the Partnership acquire, construct, rehabilitate and equip a residential housing project located at 1001-11 West Belmont in the City (the "Project"). After completion of rehabilitation the Project will provide approximately 56 residential rental dwelling units. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned on behalf of the Partnership wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount of approximately \$2,600,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

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

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

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

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

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

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

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

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

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

(b) The undersigned will cause the Partnership and the Owner to be duly formed and/or qualified under applicable law to consummate the transactions contemplated by the documents referred to herein.

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

(d) That contemporaneously with the issuance of the Bonds, the undersigned will cause the Partnership, the Owner and/or the Project Lender, as applicable, to enter into a financing agreement

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

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

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

4. City Financing Fee.

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

5. Successors and Assigns.

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

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

[Signature forms omitted for printing purposes.]

Refund of Fee Authorized for Illinois Central Community Hospital.

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

Ordered, That the City Comptroller is hereby authorized and directed to refund \$1,876.75 to Descon, Ltd., No. 411 S. Wells Street, for Building Permit No. 623656. Fee issued for installation of new boiler and incinerator at Illinois Central Community Hospital, No. 5800 S. Stony Island Avenue.

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

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

Nays--None.

Alderman Stemberk 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 November 23, 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. and Type of Inspection</i>	<i>Amount</i>
Assumption Church No. 363 W. Illinois Street	D3-386945 (Sign)	\$ 40.00
Bjornstjerne Bjornson Lodge 97/Sons of Norway, No. 2350 N. Kedzie Avenue	B3-201838 B3-201839 B3-201840 (Pub. Place of Assem.)	23.00 23.00 23.00
Dialysis Center Ltd. No. 53 E. Superior Street	D4-095480 D4-195459 D4-295360 D4-395347 (Sign)	2,892.22 2,892.22 3,011.56 2,856.88
Inner City Impact No. 2704 W. North Avenue	F4-363750 (Mech. Vent.)	36.50
Jackson Park Hospital and Medical Center No. 7531 S. Stony Island Avenue	(Sign)	6,030.00
Northwestern Memorial Hospital No. 710 N. Fairbanks Court	B4-300224 (Fire Prev.)	184.00
Resurrection Health Care Corporation No. 7268 W. Peterson Avenue	P1-307133 (Fuel Burn. Equip.)	105.00
St. Anne's Hospital No. 4950 W. Thomas Street	D3-387165 (Sign)	12,345.00
	(Int. Insp. No. 1 and 3 Water Tb. BI)	40.00
St. Paul's House/Grace Convalescent Home, No. 3831 N. Mozart Street	D3-387017 (Sign)	160.00
Streeterville Corporation/Northwestern Hospital (sundry locations)	A1-306728 (Elev.) B1-314310 (Bldg.)	136.00 23.00
University of Chicago (sundry locations)	B1-318078 B1-318604 B1-318839 B1-318875	34.50 34.50 46.00 34.50

B1-318928	\$ 36.50
B1-318975	379.50
B1-319068	46.00
(Bldg.)	

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

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

Nays--None.

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

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

The Committee on Finance submitted eleven proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith to grant authority to lay water mains at sundry locations.

On separate motions made by Alderman Burke *each* of the said proposed orders was *Passed*, by yeas and nays as follows:

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

Nays--None.

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

The following are said orders as passed:

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

In W. Carmen Avenue from N. Ashland Avenue to N. Ravenswood Avenue, 1,295 feet of 8-inch ductile iron water pipe,

at the total estimated cost of \$217,108.31, chargeable to the 1983 Appropriation Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71517.

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

In S. Exchange Avenue from E. 99th Street to E. 101st Street, 1,388 feet of 12-inch ductile iron water pipe,

at the total estimated cost of \$236,949.21, chargeable to the 1983 Appropriation Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71501.

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

In first alley south of Foster Avenue from N. Kanton Avenue to N. Kolmar Avenue and in N. Cicero Avenue at 313 feet and 625 feet S.S.L. of Foster Avenue, 309 feet of 8-inch ductile iron water pipe (first alley south of Foster Avenue between N. Kanton Avenue and N. Kolmar Avenue) and two fire hydrants in N. Cicero Avenue at 313 feet and 625 feet S.S.L. of Foster Avenue,

at the total estimated cost of \$59,891.43, chargeable to the 1983 Appropriation Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71514.

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

In W. Hutchinson Street from N. Cicero Avenue to N. Kilpatrick Avenue and in N. Kilpatrick Avenue from W. Hutchinson Street to W. Berteau Avenue, 967 feet of 8-inch ductile iron water pipe,

at the total estimated cost of \$126,480, chargeable to the 1983 Appropriation Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71515.

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

In N. Knox Avenue from W. Montrose Avenue to 1,385 feet S.S.L. of W. Montrose Avenue, 1,431 feet of 12-inch ductile iron water pipe,

at the total estimated cost of \$191,897.39, chargeable to the 1983 Appropriation Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71516.

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

In Lake Shore Drive from E. Monroe Street to E. Wacker Drive, 140 feet of 16-inch ductile iron water pipe and 3,365 feet of 12-inch ductile iron water pipe,

at the total estimated cost of \$388,643.13, chargeable to the Department of Public Works, Requisition No. 41269.

The above work is to be done under Order No. 37009.

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

In N. Leclaire Avenue from W. Washington Boulevard to W. West End Avenue and in W. Fulton Street from N. Lavergne Avenue to N. Leclaire Avenue, 1,403 feet of 12-inch ductile iron water pipe and 8-inch ductile water pipe,

at the total estimated cost of \$211,419.15, chargeable to the 1983 Appropriation Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71524.

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

In W. 109th Street from S. Homan Avenue to S. Christiana Avenue, 406 feet of 8-inch ductile iron water pipe,

at the total estimated cost of \$58,249.87, chargeable to the 1983 Appropriation Account No. 200-8285(7930) - .557 - Betterment.

The above work is to be done under Order No. 71504.

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

In W. 37th Street from S. Ashland Avenue to S. Iron Street, 1,634 feet of 12-inch ductile iron water pipe,

at the total estimated cost of \$360,669.90, chargeable to the Reimbursable Fund, Department of Streets and Sanitation.

The above work is to be done under Order No. 71528.

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

In W. 36nd Street from S. Damen Avenue to S. Hoyne Avenue, 671 feet of 12-inch ductile iron water pipe,

at the total estimated cost of \$152,000, chargeable to the Reimbursable Funding, Department of Streets and Sanitation.

The above work is to be done under Order No. 71526.

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

In W. Wilcox Avenue from S. Keeler Avenue to S. Pulaski Road, 1,389 feet of 8-inch ductile iron water pipe,

at the total estimated cost of \$189,575.05, chargeable to the 1983 Appropriation Account No. 200-8285(7930).557 - Betterment.

The above work is to be done under Order No. 71525.

**Authority Granted for Payments of Hospital, Medical and Nursing
Services Rendered Certain Injured Members of Police
and Fire Depts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

The following is said order as passed:

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

[Regular Orders printed on pages 3671 thru 3672 of this Journal.]

Placed on File--MISCELLANEOUS MATTERS.

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

The following is a summary of said documents:

A communication from the City Comptroller transmitting his quarterly report for the month ending September 30, 1983.

Two communications from the Department of Public Works concerning monthly progress reports for Sewer Bond Projects for the months ending September 30 and October 31, 1983.

COMMITTEE ON LEASES.

**City Comptroller Authorized to Execute Lease Agreement
with Peterlin Building Corp. for Vacant Property
Located at No. 9541 S. Baltimore Av.**

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to execute a lease agreement with Peterlin Building Corp. for property located at No. 9541 S. Baltimore Avenue.

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

(Continued on page 3273)

REPORT DATE 12/05/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/06/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS JAMES	POLICE OFFICER	FOURTH DISTRICT	8/10/83	105.15
BROOKS CHARLES L	POLICE OFFICER	FIRST DISTRICT	8/22/83	78.50
CERNY RONALD R	POLICE OFFICER	FIRST DISTRICT	8/26/83	135.00
CLARKE JAMES R	POLICE OFFICER	NINETEENTH DISTRICT	8/15/83	255.00
ORYGAL OENNIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/25/83	53.00
HOWARD FREDERICK	POLICE OFFICER	ELEVENTH DISTRICT	7/19/83	65.00
KOSTELNY GERALD B	POLICE OFFICER	NINTH DISTRICT	8/06/83	192.20
LOUIS EDWARD H	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	7/17/83	173.00
MANN KENNETH E	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/13/83	126.00
MOORE DONALD A	POLICE OFFICER	SEVENTH DISTRICT	8/26/83	74.00
OSULLIVAN MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	6/11/83	1896.00
RIMKUS STANLEY	POLICE OFFICER	FOURTH DISTRICT	8/07/83	124.00
SCHAEFFER JOHN E	POLICE OFFICER	HOUMTED UNIT	8/31/83	150.50
SCHREY EDWARD M	POLICE OFFICER	SEVENTH DISTRICT	8/27/83	264.00
SOTO LOUIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/28/83	64.00
SWEENEY MICHAEL	POLICE OFFICER	RECRUIT TRAINING	8/28/83	79.00
TOLIVER JAMES	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	8/05/83	593.80
TROCCHIO PHILLIP	POLICE OFFICER	INTERSECTION CONTROL UNIT	8/24/82	141.00
WALKER ROY J	SERGEANT	CANINE UNIT	8/07/83	107.60
BIGOTT ADRIAN R	FIREFIGHTER	ENGINE COMPANY 1/42	9/28/83	186.50
BONGIORNO MARIO	FIREFIGHTER	ENGINE COMPANY 95	10/07/83	103.00
BURNS JR WILLIAM J	CAPTAIN	SQUAD 2	9/24/83	171.00
BYRNE ROBERT	LIEUTENANT	DISTRICT RELIEF 2	10/28/83	38.00
CATUARA JAMES	FIREFIGHTER	TRUCK 1	9/28/83	352.00
COLLINS WILLIAM	FIREFIGHTER	TRUCK 35	10/05/83	140.00
COOK JR JAMES H	FIREFIGHTER	TRUCK 1	9/28/83	357.00
CRAVEN PATRICK	FIREFIGHTER	TRUCK 32	10/09/83	137.00
DORY RICHARD	FIREFIGHTER	SQUAD 5	8/22/83	132.00
EDWARDS JOHN	FIREFIGHTER	ENGINE COMPANY 110	11/02/83	138.00
EISENBERG HANNAH	PARAMEDIC	AMBULANCE 39	7/26/83	130.00
FENOT OTTO	FIREFIGHTER	ENGINE COMPANY 108	10/17/83	143.75
FLEMING LEROY	FIREFIGHTER	TRUCK 35	10/07/83	144.25
FOURTE ATELL	FIREFIGHTER	TRUCK 24	10/17/83	173.65
FRIDUSS JODI	PARAMEDIC	AMBULANCE 14	9/24/83	80.00
GOBAC MATTHEW	FIREFIGHTER	TRUCK 1	9/28/83	307.00
HAFFLER JOSEPH	FIREFIGHTER	ENGINE COMPANY 99	10/06/83	340.70
HIRTZER ROBERT	FIREFIGHTER	TRUCK 27	10/13/83	205.23
HOLMES MAURICE	FIREFIGHTER	ENGINE COMPANY 101	10/15/83	37.00
KAPPEL RAYMONO	FIREFIGHTER	TRUCK 1	9/28/83	172.00
KINNERK JOSEPH	FIREFIGHTER	ENGINE COMPANY 29	9/11/83	239.20
LICHTER IRWIN JAY	PARAMEDIC	AMBULANCE 20	7/03/83	100.00
MAHONEY JOSPEH	LIEUTENANT	ENGINE COMPANY 106	9/05/83	214.00
MARSHALL HILARY	CAPTAIN	TRUCK 1	9/28/83	365.50
MEDINAS FRANK J	FIREFIGHTER	ENGINE COMPANY 92	7/13/82	552.85
MILLER DOUGLAS	PARAMEDIC	AMBULANCE 35	7/28/83	74.00
OBOYLE WILLIAM J	CAPTAIN	SQUAD 1	9/28/83	1254.98
OTOOLE TIMOTHY	FIREFIGHTER	DISTRICT RELIEF 1	10/25/83	45.00
PINAITIS WILLIAM	FIREFIGHTER	ENGINE COMPANY 96	10/07/83	178.00
QUANE PATRICK	FIREFIGHTER	ENGINE COMPANY 88	10/17/83	201.00

REPORT DATE 12/05/83
PROGRAM--PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/06/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROJAS	ROBERT J	FIREFIGHTER	ENGINE COMPANY 44	10/31/83 88.00
ROLSTON	HARRY	FIREFIGHTER	ENGINE COMPANY 29	10/09/83 514.00
SIMMONS	HOWARD	FIREFIGHTER	ENGINE COMPANY 59	10/09/83 50.00
SIMMONS	PAUL	FIREFIGHTER	ENGINE COMPANY 82	10/07/83 137.10
STEINER	WILLIAM	PARAMEDIC	AMBULANCE 13	12/15/82 115.00
STRAMAN	KENNETH	FIREFIGHTER	TRUCK 14	8/22/83 172.00
STULL	JOE	FIREFIGHTER	ENGINE COMPANY 120	10/28/83 62.40
TALLEY	FREDERICK	PARAMEDIC	AMBULANCE 13	9/08/83 143.60
TALLEY	FREDERICK	PARAMEDIC	AMBULANCE 13	6/01/83 136.95
WEIHER	JEROME	FIREFIGHTER	TRUCK 28	10/05/83 163.00
WILSON	FRED	FIREFIGHTER	ENGINE COMPANY 96	10/07/83 192.50
ZANIN	MARTIN	FIREFIGHTER	TRUCK 18	10/07/83 132.82

(Continued from page 3670)

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease to the Peterlin Building Corporation, for approximately 39,731 square feet of vacant land at 9541 South Baltimore Avenue, for parking of corporations's vehicles, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 3674 of this Journal.]

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

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

Rider "A"

Attached hereto and made a part hereof a lease between the City of Chicago, a municipal corporation, as Lessor and Peterlin Building Corporation, as Lessee, for use of vacant land located at 9541 South Baltimore Avenue, Chicago, Illinois.

Description of Land Subject to Lease

An irregular shaped parcel of land under the "Chicago Sky Way" with an average width of approximately 131 feet and extending in a northwest southeasterly direction for approximately 256 feet for a total of approximately 39,731 square feet and legally described as:

That part of the south 254.24 feet of block 114, lying west of the railroad, in Calumet and Chicago Canal Dock Company's subdivision in sections 5 and 6, Twp. 37 N., R. 15, east of the 3rd P.M., and described as follows: beginning at the northwest corner of said south 254.24 feet of block 114; thence easterly along the north line of said south 254.24 feet of block 114, a distance of 139.21 feet; thence southeasterly along a straight line having an angle of 123 degrees 36'15" with the aforesaid north line, a distance of 22.65 feet to a point; thence southeasterly along the arc of a curve concave to the northeast having a radius of 5664.65 feet, a distance of 256.53 feet to the west line of the Pittsburgh, Fort Wayne and Chicago Railway Company, thence southerly along the west line of said railway on the arc of a curve concave to the west having a radius of 930.4 feet, a distance of 24.59 feet to a point on the south line of said block 114, said point being 298.26 feet easterly of the southwest corner of said block 114; thence westerly along the south line of said block 114, a distance of 141.42 feet to a point; thence northwesterly along the arc of a curve concave to the northeast having a radius of 5794.65 feet, a distance of 197.86 feet to a point; thence northwesterly along a straight line having an angle of 33 degrees 51'30" with the west line of said block 114, a distance of 78.63 feet to a point on the aforesaid west line of block 114, thence northerly along the west line of block 114, a distance of 25.85 feet to the point of beginning, all in Cook County, Illinois.

Rider "B"

Additional Responsibilities of Lessor and Lessee

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

(Continued on page 3675)

This Indenture, Made this _____ day of _____

A. D. 19 _____ Between City of Chicago, a Municipal Corporation _____

_____ party of the first part and Peterlin Building Corporation _____

9651 South Ewing Avenue, Chicago, Illinois 60617 _____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in The City of Chicago _____ County of Cook _____ and State of Illinois, known and described as follows:

For Description of Property See Rider "A" Attached

Hereto and Made A Part Hereof.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st day of April _____ A. D. 19 78 until the 31st day of March _____

A. D. 19 84. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at 121 N. LaSalle, Department of Finance, Rm 501, Attn: Director of Real Estate as rent for said leased premises for said term the sum of Three Thousand Nine Hundred & no/100 Dollars (\$3,900.00) annually payable in advance in equal/quarterly installments upon the first day of each and every quarter (January 1st, April 1st, July 1st and October 1st) during the term hereof.

SECOND.—That the Lessee examined and knows the condition of said premises; and has received the same in good order and repair, and that they will keep said premises in good repair during the term of this lease, at Lessee's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That the premises will not be sublet or any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For Additional Responsibilities of Lessor and

Lessee See Rider "B" Attached Hereto and Made A

Part Hereof.

The party of the second part hereby irrevocably constitutes _____ or any attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality:

Assistant Corporation Counsel

By: _____ (SEAL)
Peterlin Building Corporation

By: _____ (SEAL)
Assistant Comptroller, Real Estate

By: _____ (SEAL)
City Comptroller

(Continued from page 3673)

Lessee shall not use said premises for any fund raising or political activities.

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

Lessee shall provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessor to receive a certificate of insurance for said renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessee shall mail to the Lessor at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

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

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

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

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

Lessee shall use the demised premises solely for the parking of trucks and other similar vehicles belonging to or used by the Lessee in operation of and incident to Lessee's business. Lessee covenants and agrees that the demised premises shall not be used for public parking of motor vehicles and trucks for profit.

Lessee shall not, without obtaining the prior written approval of the Lessor do any of the following: (A) Assign or convey this lease or any interest under it; (B) Allow any transfer hereof or any lien upon Lessee's interest by operation of law; (C) Sublet the premises or any interest thereof; (D) Permit the use or occupancy of the premises or any part thereof by anyone other than the Lessee and for purposes other than those specified above.

The Lessor may enter into premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give the Lessee notice prior to entering upon premises.

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

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

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows:

Assistant Comptroller, Real Estate, Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location.

In the event of a breach of any of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to immediately terminate this lease upon giving written notice by certified or registered mail to the Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

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

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

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

The Committee on Leases submitted three proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use by City departments and agencies.

On separate motions made by Alderman Kellam *each* of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

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

*Department of Police.
(No. 7064 N. Clark St.).*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Onnig M. Norehad and Christine Norehad, as joint tenants, under First National Bank of Skokie Trust, Trust No. 5661, dated December 2, 1981, for approximately 740 square feet of office space located at 7064 North Clark Street, for use by the Beat Representative Program of the Department of Police such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 3678 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

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

Rental Payment Provisions.

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

Three Hundred Fifteen and no/100 Dollars (\$315.00) per month for a period beginning on the 1st day of December, 1983, and ending on the 30th day of November, 1984;

Three Hundred Forty and no/100 Dollars (\$340.00) per month for a period beginning on the 1st day of December, 1984, and ending on the 30th day of November, 1985;

Three Hundred Sixty and no/100 Dollars (\$360.00) per month for a period beginning on the 1st day of December, 1985, and ending on the 30th day of November, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Norehad Building Account, 7058 North Clark Street, Chicago, Illinois 60626.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

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

Provide and pay for central air conditioning when required for comfortable occupancy; maintain plants and equipment in good operable condition.

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

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

Provide and pay for plate glass insurance.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

(Continued on page 3679)

LEASE--Short Form Lease No. 12001

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Onnig M. Norehad and Cristine Norehad, as joint tenants, under First National Bank of Skokie Trust, Trust No. 5661, dated December 2, 1968 as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 740 square feet of office space located on the first floor at 7064 North Clark Street for use as an Area Center for the Beat Representative Program, of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December A. D. 19 83, and ending on the 30th day of November A. D. 19 86. Lessee has the right to terminate this lease Upon Thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at O.M. Norehad, 7058 North Clark St., Chicago, IL 60626 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made A Part Hereof Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made A Part
Hereof.

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Beneficiaries of First National Bank of Skokie Trust, Trust No. 5661

By: _____

Approved: _____

Assistant Corporation Counsel

Assistant Comptroller

Real Estate Manager

By: _____

By: _____

Comptroller,

Approved: _____

Superintendent, Department of Police

(Continued from page 3677)

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee Under This Lease Shall:

Pay for electricity as metered.

Additional Terms and Conditions:

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

In the event the Lessor should fail to furnish any alterations, repairs or services as required by this lease or fails to remove and/or correct any fire hazards or violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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

—
*Department of Health.
(No. 4942 W. Division St.).*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from St. Anne's Hospital of Chicago, Inc. a one story masonry constructed building containing approximately 6,250 square feet of office space located at 4942 West Division Street. Also, an adjacent 25 foot wide fenced in lot with gravel surface having a total area of 3,111 square feet to be used for parking and storage. This facility to be used as a health center by the Department of Health; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 3681
of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

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

Rental Payment Provisions.

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

Three Thousand Two Hundred and no/100 Dollars (\$3,200.00) for the period beginning on the 1st day of June, 1983 and ending on the 31st day of May, 1984;

Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) for the period beginning on the 1st day of June, 1984 and ending on the 31st day of May, 1985;

Three Thousand Four Hundred and no/100 Dollars (\$3,400.00) for the period beginning on the 1st day of June, 1985 and ending on the 31st day of May, 1986;

Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller to St. Anne's Hospital, c/o Office of the Administrator, 4950 W. Thomas Street, Chicago, Illinois, 60651.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Paint entire premises prior to June 1, 1984.

Install fire extinguishers in attic areas prior to execution of lease.

Provide and pay for heat; maintain heating plant and equipment in good operable condition but may utilize controlling devices on thermostats or furnace to provide heat in accordance with governmental regulations.

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

Provide central air-conditioning and maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

(Continued on page 3682)

LEASE-Short Form Lease No. 10015

Form C. O. No. 1B

City of Chicago

This Agreement, Made this _____ day of _____A. D. 19 _____, between St. Anne's Hospital of Chicago, Inc.

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

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: A one story masonry constructed building containing approximately 6,250 square feet of office space located at 4942 West Division Street. Also, an adjacent 25 foot wide fenced in lot with gravel surface with a total area of 3,111 square feet to be used for parking and storage. This facility to be used as a health center by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1983, and ending on the 31st day of May A. D. 1986. Lessee has the right to terminate this lease upon thirty (30) days prior written notice. Lessor has the right to terminate this lease upon six (6) months prior ~~written notice, said right only to be exercised on or after May 31, 1984.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at C/O Timothy C. Toomey, 111 W. Washington St., Chicago, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee.

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

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made A Part
Hereof.

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

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

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

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

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

Approved: _____
Assistant Comptroller, _____
Real Estate _____

By: _____
St. Anne's Hospital of Chicago, Inc.

CITY OF CHICAGO

By: _____
Acting City Comptroller,

Approved: _____
Commissioner, Department of Health

(Continued from page 3680)

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

Maintain exterior and interior of building including maintenance of mechanical components.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to the lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Lessee under this lease shall:

Provide and pay for electricity as metered for central air conditioning, outlets, and lights only.

Provide and pay for custodial service which includes the daily cleaning of lease premises.

Provide and pay for repairs for damage to said premises caused by acts of vandalism by Lessee's personnel or invitees.

Additional Terms and Conditions:

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

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or Building Code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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

*Department of Health.
(No. 110 E. 79th St.).*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Howard Elfman as beneficiary of Harris Trust and Savings Bank Trust, Trust No. 35736, as lessor, for approximately 7,200 square feet of office space on the second (2nd) floor

located at 110 E. 79th Street and private parking for approximately 25 automobiles adjacent to the east side of the building for the Department of Health, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease attached to this ordinance printed on page 3684 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

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

Rental Payment Provisions.

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

Two Thousand Three Hundred Seventy-five and no/100 Dollars (\$2,375.00) per month for a period beginning on the 1st day of November, 1983, and ending on the 31st day of October, 1984;

Two Thousand Four Hundred Twenty-five and no/100 Dollars (\$2,425.00) per month for a period beginning on the 1st day of November, 1984, and ending on the 31st day of October, 1985;

Two Thousand Four Hundred Seventy-five and no/100 Dollars (\$2,475.00) per month for a period beginning on the 1st day of November, 1985 and ending on the 31st day of October, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Albert H. Johnson Realty Company, 736 East 75th Street, Chicago, Illinois, 60619.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Repair or replace central air conditioning equipment so that it is in good operable condition.

Clean and repair all air vents.

Replace damaged ceiling tiles throughout premises.

Replace damaged floor tiles.

Repair window releases used to open windows.

Replace all broken kitchen windows.

Caulk window in supply closet.

Replace missing toilet paper dispenser in ladies washroom.

Paint directors office, reception area, and meeting room.

(Continued on page 3685)

LEASE--Short Form Lease No. 10011

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Howard Elfman as beneficiary under Harris Trust & Savings Bank Trust,
Trust No. 35736, dated October 13, 1973
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: approximately 7,200 square feet of office space
located at 110 East 79th Street and private parking for approximately 25 automobiles
adjacent to the East Side of the building for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November
 A. D. 19 83, and ending on the 31st day of October A. D. 1986. Lessee has the right to
 terminate this lease Upon Thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
A.H. Johnson Realty Co., 732 E. 75th St., Chicago, IL 60619. or if such other place as the Lessor (from time
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto
 and Made a Part Hereof.
For Rental Payment
Provisions See Rider Attached Hereto and Made a Part Hereof
 Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a Part
Hereof

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

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

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

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

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

Approved: _____
 Assistant Comptroller
 Assistant Comptroller _____
 Real Estate Agent

Approved: _____
 Commissioner, Department of Health

BY:
Albert H. Johnson Realty Co., as agents for
Howard Elfman beneficiary under Harris Trust
& Savings Bank Trust, Trust No. 35736

By _____
 Comptroller,

(Continued from page 3683)

Paint stairs and install treads.

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

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

Provide and pay for central air conditioning and maintain air conditioning equipment in good operable condition.

Provide and pay for nightly custodial service and janitorial service as needed.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

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

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

During the term of this lease provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the Lessee to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice with fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

Additional terms and conditions:

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

In the event the Lessor should fail to furnish any alterations, repairs or services as required by this lease or fails to remove and/or correct any fire hazards or violations of the municipal building code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

**City Comptroller Authorized to Amend Renewal of
Lease for Property Located at No. 7908 S.
Ashland Av.**

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

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

SECTION 1. That the ordinance and lease passed by the City Council on August 10, 1983, page 1358, C.P., authorizing the City Comptroller to execute on behalf of the City of Chicago, a renewal of lease from Jesse T. Jones, Maye F. Jones, Rudolph A. James and Velma R. James as beneficiaries under Chicago Title & Trust Company, Trust No. 63697 dated January 22, 1974 for approximately 1,428 square feet of office space located on the first floor at 7908 S. Ashland Avenue for the Department of Police, Beat Representative Program, be and same is hereby amended by inserting the following:

"Lessor has the right to terminate this lease upon One Hundred Twenty (120) days prior written notice."

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

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

COMMITTEE ON STREETS AND ALLEYS.

Ordinances Passed for Grants of Privilege in Public Ways.

The Committee on Streets and Alleys, to which had been referred (October 31, 1983) nine proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Cullerton *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

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

Grant to A.C. Trading Corp.

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

SECTION 1. Permission and authority are hereby given and granted to A.C. Trading Corp., Profit Sharing Plan, Eugene Chesrow, Trustee, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a stairway adjacent to the building commonly known as 207 W. Superior Street. Said stairway shall service the front entrance and shall extend into the public-way approximately five (5) feet three (3) inches in length and nine (9) feet in width. The above described use of the public right of way shall exist by authority herein granted for a period of five years from and after date of passage of this ordinance.

The location of said privilege shall be shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 dollars (\$100.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof of said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Booth Fisheries Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Booth Fisheries Corporation, a Wholly Owned Subsidiary of Consolidated Foods Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed, two (2) water pipes consisting of an eight (8) inch intake pipe and a six (6) inch outlet pipe from a point on the north bank of the Chicago River near the east line of N. LaSalle Street, thence running both north and south of W. Carroll Street and east and west under N. LaSalle Street, for a total distance of four hundred and eighteen (418) feet. Said system of pipes begin at the rear of the property commonly known as 121 W. Kinzie Street; for a period of five (5) years from and after November 30, 1983.

The location of said privilege shall be shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Two and no/100 dollars (\$502.00) per annum, in advance, the first payment to be made as of November 30, 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

supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof of said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Centrum Properties, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Centrum Properties, Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use the following privileges in the public right-of-way:

One E. Chestnut - Glass Vestibule

Extending approximately nine (9) feet in length and eight (8) feet in width

7 E. Chestnut - Stairwell

Extending approximately three (3) feet eight (8) inches in length and eight (8) feet in width

7 E. Chestnut - Canopy

Approximately nineteen (19) feet in length and eight (8) feet in width

11 E. Chestnut - Stairwell

Extending approximately eight (8) feet six (6) inches in length and fifteen (15) feet in width

15 E. Chestnut - Stairwell

Extending approximately eight (8) feet six (6) inches in length and fifteen (15) feet in width

19 E. Chestnut - Stairway

Extending approximately four (4) feet two (2) inches in length and eight (8) feet ten (10) inches in width

19 E. Chestnut - Stairwell

Extending approximately eight (8) feet six (6) inches in length and thirteen (13) feet in width

The above described uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Thirty and no/100 Dollars (\$730.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging

the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

—
Grant to Edgewater Hospital, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Edgewater Hospital, Inc., a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, vaults under the subsidewalk space at the northwest corner of N. Ashland Avenue and W. Hollywood Avenue, occupying an area of approximately 3,132 square feet; with the following dimensions: Thirty-eight (38) feet in length on the W. Hollywood Avenue portion and sixteen (16) feet nine (9) inches in width; the N. Ashland Avenue portion of said vault is one hundred eighty (180) feet one (1) inch in length by thirteen (13) feet four (4) inches in width; for a period

of five (5) years from and after July 1, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance, the first payment to be made as of July 1, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Kerr Glass Manufacturing Corp.

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

SECTION 1. Permission and authority are hereby given to Kerr Glass Manufacturing Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a tunnel to be used for employee use. Tunnel is of concrete construction, dimensions are approximately five (5) feet in width and six (6) feet in height, under and across W. 16th Street at a point two hundred twenty (220) feet west of west line of S. Western Avenue; connecting building No. 5 with Power House. Also a pipeline under and across W. 16th Street four hundred eighty-three (483) feet west of west line of S. Western Avenue. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after September 29, 1983.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Sixteen and no/100 Dollars (\$616.00) per annum, in advance, the first payment to be made as of September 29, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion; at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed.

by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Loyola University.

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

SECTION 1. Permission and authority are hereby given to Loyola University of Chicago, an Illinois not-for-profit corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now installed a ten (10) inch steel conduit containing a six (6) inch steam line and a

seven (7) inch steel conduit containing a two and one-half (2-1/2) inch pump discharge and three (3) transit telephone conduits for communication under and across the north-south public alley east of N. Sheridan Road from Mertz Hall, a point thirty-four (34) feet north of the north line of W. Loyola Avenue and one hundred eighty (180) feet east of the east line of N. Sheridan Road, thence east into a manhole six (6) feet by eight (8) feet in said public alley, thence south under said public alley and under and across W. Loyola Avenue, thence into Campion Hall or private property; for a period of five (5) years from and after December 22, 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 Sixty and no/100 Dollars (\$360.00) per annum, in advance, the first payment to be made as of December 22, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or, by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance

insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Marshall Field & Co.

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

SECTION 1. Permission and authority are hereby given and granted to Marshall Field & Company, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an ornamental entrance supported by four (4) columns in the sidewalk space on the east side of N. State Street between E. Washington Street and E. Randolph Street, the bases of each of said supporting columns not exceeding six (6) feet (6) inches by four (4) feet ten (10) inches; for a period of five (5) years from and after January 30, 1984.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Seven and no/100 Dollars (\$407.00) per annum, in advance, the first payment to be made as of January 30, 1984 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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

SECTION 1. Permission and authority are hereby given and granted to Pattee Manufacturing Company, upon the terms and subject to the conditions of this ordinance to install, maintain, and use a telephone cable connecting the main plant located at 2332 W. Walnut Street to the second plant located at 2324 W. Fulton Street. Said cable shall be installed at a height of twenty (20) feet and shall run north from the main plant along private property crossing the sixty-six (66) foot public-way of W. Fulton Street connecting with the building located on W. Fulton Street. The above described use of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars (\$216.00) per annum, in advance, the first payment to be made as of date of passage and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the Bonding Company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the

insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

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Grant to Salvation Army

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

SECTION 1. Permission and authority are hereby given and granted to the Salvation Army, an Illinois Corporation, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a manhole on W. Monroe Street adjacent to the building commonly known as 20 S. Campbell Avenue. Said area shall be approximately six (6) feet six (6) inches by six (6) feet six (6) inches with a depth of eight (8) feet and shall be used to install a lift pump for use with an eight (8) inch sanitary line. Above described use of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after date of passage of the ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000.00, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of passage of ordinance and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted

or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The surety, as to the extent of its penal bond as provided in Section 1, and the grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Orders Passed for Grants of Privilege in Public Ways (Canopies).

The Committee on Streets and Alleys to which had been referred on October 31, 1983, five 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, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

Grant to American National Bank & Trust U/T No. 57371: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National Bank and Trust Company of Chicago U/T 57371, to maintain and use an existing canopy over the public right of way in N. Lincoln Avenue attached to the building or structure located at Nos. 5912-5930 N. Lincoln Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and No/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Walter K. Kotaba: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Walter K. Kotaba to construct, maintain and use a canopy over the public right of way in N. Milwaukee Avenue attached to the building or structure located at No. 3094 N. Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 19 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Rush-Presbyterian St. Luke's Medical Center:
Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Rush-Presbyterian St. Luke's Medical Center to maintain and use an existing canopy over the public right of way in W. Congress Parkway attached to the building or structure located at No. 1753 W. Congress Parkway for a period of three (3) years from and after February 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 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.

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.

Grant to Skaja Funeral Home: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Skaja Funeral Home to maintain and use an existing canopy over the public right of way in W. Belmont Avenue attached to the building or structure located at No. 3656 W. Belmont Avenue for a period of three (3) years from and after January 27, 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 19 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

**Authority Granted for Vacation of Portions of W.
61st St., S. Claremont Av., and S. Oakley Av.,
Etc.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted in compliance with an order passed on July 27, 1983).

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public streets, public alleys and part of public alley described in the following ordinance; now therefore,

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

SECTION 1. That all that part of W. 61st Street lying north of the north line of Lots 57, 58, 97 and 98; lying north of a line drawn from the northeast corner of Lot 57 to the northwest corner of Lot 58; lying north of a line drawn from the northeast corner of Lot 58 to the northwest corner of Lot 97; lying north of line drawn from the northeast corner of Lot 97 to the northwest corner of Lot 98 all in Leighton's Subdivision of Lots 3 and 4 of Block 5, except the south 125 feet thereof, and all of Block 4 in Subdivision of the South 1/2 of the Southwest 1/4 of Section 18, Township 38 North, Range 14 East of the Third Principal Meridian; and lying north of a line drawn from the northeast corner of Lot 98 in Leighton's Subdivision aforementioned, to the northwest corner of Lot 150 in E. A. Cumming's Subdivision of Blocks 2 and 7, Blocks 3 and 6 (except the E. 340 feet thereof) and Lots 1 and 2 in Block 5, all in Subdivision of the S. 1/2 of the S.W. 1/4 of aforementioned; lying south of the south line of Blocks 4 and 5 of vacated Dewey's Subdivision of the N.W. 1/4 of the S.W. 1/4 of Section 18, Township 38 North, Range 14 (except the right of way of the Pittsburgh, Chicago and St. Louis Railroad); lying south of the south line of the vacated north-south alley in Block 4 and the south line of vacated S. Claremont Ave. between Blocks 4 and 5 south of the south line of vacated S. Oakley Avenue between Blocks 5 and 6, all in vacated Dewey's Subdivision aforementioned; the aforesaid north-south alley S. Claremont Avenue and S. Oakley Avenue being vacated by ordinance passed June 11, 1917, and recorded June 22, 1917, in the Office of the Recorder of Deeds as Document No. 6139010; lying east of a line drawn from the northwest corner of Lot 57 in Leighton's Subdivision aforementioned; to the southwest corner of Block 4 in vacated Dewey's Subdivision aforementioned; and lying west of a line drawn from the northwest corner of Lot 150 in E. A. Cumming's Subdivision aforementioned, to the southwest corner of Block 6 in vacated Dewey's Subdivision aforementioned; said last described line being the west line of W. 61st Street as vacated by ordinance passed July 22, 1949, and recorded August 8, 1949, in the Office of the Recorder of Deeds as Document No. 14606992;

also

all that part of S. Claremont Avenue lying east of the east line of Lots 58 to 77, both inclusive; lying west of the west line of Lots 78 to 97, both inclusive; lying south of a line drawn from the northeast corner of Lot 58 to the northwest corner of Lot 97, and lying north of a line drawn from the southwest corner of Lot 77 to the southwest corner of Lot 78 all in Leighton's Subdivision aforementioned;

also

all that part of S. Oakley Avenue lying east of the east line of Lots 98 to 117, both inclusive, in Leighton's Subdivision aforementioned; lying west of the west line of Lots 150 to 173, both inclusive; in E. A. Cumming's Subdivision aforementioned; lying south of a line drawn from the northeast corner of Lot 98 in Leighton's Subdivision aforementioned, to the northwest corner of Lot 150 in E. A. Cumming's Subdivision aforementioned; and lying north of a line drawn from the southeast corner of Lot 117 in Leighton's Subdivision aforementioned; to the southwest corner of Lot 173 in E. A. Cumming's Subdivision aforementioned;

also

all that part of W. 62nd Street lying south of the south line of Lots 149 and 173 and the south line of the vacated alley between said Lots 149 and 173; lying north of the north line of Lot A in Consolidation of Lots 174 to 200, both inclusive; and vacated alleys between said Lots in E. A. Cumming's Subdivision aforementioned; lying east of a line drawn from the southwest corner of Lot 173 in E. A. Cumming's Subdivision aforementioned, to the northwest corner of Lot A in Consolidation of Lots 174 to 200 aforementioned; and lying west of a line drawn from the southeast corner of Lot 149 in E. A. Cumming's Subdivision aforementioned, to the northeast corner of Lot A in Consolidation of Lots 174 to 200 aforementioned;

also

all of the remaining north-south 16-foot public alley lying east of the east line of Lots 41 to 51, both inclusive; lying west of the west line of Lots 63 to 71, both inclusive; lying south of a line drawn from the northeast corner of Lot 51 to the northwest corner of Lot 63; and lying north of a line which is 184 feet north of and parallel to the south line of Lot 77, all in Leighton's Subdivision aforementioned;

also

all that part of the east-west 16-foot public alley as dedicated by Plat recorded August 30, 1927, in the Office of the Recorder of Deeds as Document No. 9763731 and described as follows:

That part of Lot 71 lying between lines 184 feet and 200 feet north of and parallel to the south line of Lot 77 in Leighton's Subdivision aforementioned;

also

all that part of the north-south 16-foot public alley lying east of the east line of Lots 78 to 97, both inclusive; lying west of the west line of Lots 98 to 117, both inclusive; lying south of a line drawn from the northeast corner of Lot 97 to the northwest corner of Lot 98; and lying north of a line drawn from the southeast corner of Lot 78 to the southwest corner of Lot 117, all in Leighton's Subdivision aforementioned; said public streets, public alleys and part of public alley herein vacated being further described as all that part of W. 61st Street lying between the east line of S. Western Avenue and the east line of S. Oakley Avenue, all that part of S. Claremont Avenue and S. Oakley Avenue lying between the south line of W. 61st Street and the north line of W. 62nd Street; all that part of W. 62nd Street lying between the east line of S. Oakley Avenue and the west right of way line of the Baltimore and Ohio Chicago Terminal Railroad; together with all of the north-south 16-foot public alley, the east-west 16-foot public alley, and the remaining north-south 16-foot public alley in the area bounded by W. 61st Street, W. 62nd Street, S. Western Avenue and S. Oakley Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for itself and for the benefit of such public and quasi-public utility agencies as may be involved, easements to maintain existing facilities now located and for the installation of any additional facilities which in the future may be located in said public streets and public alleys as herein vacated, and for the renewal and construction of such facilities. It is further provided that no buildings or other structures shall be erected on said right of ways herein reserved or other use made of said areas, which in the judgment of the respective municipal officials having control of the aforesaid service facilities or the public or quasi-public agencies involved, in the case of the other service facilities, would interfere with the use, maintenance, renewal or reconstruction on said facilities, or the construction of additional facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, Sears Roebuck and Company, American Can Company and Southwest Development Corp. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public streets, public alleys and part of public alley hereby vacated, the sum of Two Hundred Eighty-four Thousand and no/100 Dollars (\$284,000.00) which sum in the judgment of this body will be equal

to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalks and curb across the entrances to the public streets and public alley hereby vacated, similar to the sidewalk and curb in S. Western Avenue and W. 62nd Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as it requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, Sears Roebuck and Company, American Can Company and Southwest Development Corp. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

**Authority Granted for Vacating Part of North-South Alley in Area
Bounded by W. Lawrence Av., W. Leland Av., N. Wolcott Av.,
and N. Ravenswood Av., Etc.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted in compliance with an order passed on March 30, 1983).

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now therefore,

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

SECTION 1. That all that part of the north-south 20-foot public alley lying west of the west line of Lots 3 to 6, both inclusive, in Block 1 in Ravenswood being a Subdivision of part of the N.E. 1/4 and the N.E. 1/4 of the S.E. 1/4 of Section 18 and part of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; lying west of the west line of Lot 4 in Resubdivision of Lots 1 and 2 in Block 1 in Ravenswood aforementioned; lying east of the east line of Lots 1, 5, 6, and 7 in Fannie Rudolph's Subdivision of Lots 21, 22, 23, and 24 in Block 1 of Ravenswood aforementioned; lying east of the east line of Lots 19 and 20 in Block 1 of Ravenswood aforementioned; lying south of a line drawn from the northeast corner of Lot 1 in Fannie Rudolph's Subdivision aforementioned to the northwest corner of Lot 4 in Resubdivision of Lots 1 and 2 in Block 1 of Ravenswood aforementioned; and lying north of the westwardly extension of a line which is 1.17 feet north of and parallel to the south line of Lot 6 in Block 1 in Ravenswood aforementioned; said part of public alley herein vacated being further described as the north 295.83 feet, more or less, of the north-south 20-foot public alley in the block bounded by W. Lawrence Avenue, W. Leland Avenue, N. Wolcott Avenue, and N. Ravenswood Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Bank of Ravenswood and the Bank of Ravenswood, as Trustee, Trust No. 25-5157 shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

That part of Lots 6 and 7 in Block 1 in Ravenswood being a Subdivision of part of the N.E. 1/4 and the N.E. 1/4 of the S.E. 1/4 of Section 18 and part of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at a point on the east line of Lot 7 aforesaid 31.87 feet south of the northeast corner thereof; thence north 0 degrees, 00 minutes, 41 seconds west along the east line of Lot 7 aforesaid a distance of 20.21 feet; thence north 81 degrees, 49 minutes, 48 seconds west a distance of 128.23 feet to a point of curvature; thence westerly along an arc of a circle convex northerly and having a radius of 40.0 feet for a distance of 26.65 feet to a point on the west line of Lot 6 aforesaid which is 1.17 feet north of the southwest corner of Lot 6; thence south 00 degrees, 00 minutes, 21 seconds west along the west line of Lots 6 and 7 aforesaid a distance of 30.54 feet to a point 29.37 feet south of the northwest corner of Lot 7 aforesaid; thence north 68 degrees, 15 minutes, 44 seconds east a distance of 37.68 feet; thence south 81 degrees, 49 minutes, 48 seconds east a distance of 118.82 feet to the point of beginning, in Cook County, Illinois,

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Bank of Ravenswood and the Bank of Ravenswood, as Trustee, Trust No. 25-5157 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of property abutting said part of public alley hereby vacated, the sum of One Hundred Sixty-three Thousand and no/100 dollars (\$163,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in W. Lawrence Avenue; and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Bank of Ravenswood and the Bank of Ravenswood, as Trustee, Trust No. 25-5157 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

**Amendment of Ordinance Authorized Directing Supt. of Maps
to Approve Plat of Subdivision.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith for approval of a plat of subdivision (which was referred to the committee on October 31, 1983):

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

SECTION 1. The ordinance passed by the City Council October 31, 1983 (C.J. p. 2962), "Supt. of Maps Directed to Approve Plat of Subdivision" (No. 22-19-83-843) is hereby amended by changing the name from "Hartz Subdivision" to "Talley's Corner Subdivision" and by substituting a new drawing revised December 5, 1983, in lieu of the drawing attached to said ordinance as passed.

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

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

**Authority Granted 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 the following substitute ordinance as amended transmitted therewith (which was re-referred to the committee on November 23, 1983):

WHEREAS, On December 7, 1959, the City Council authorized contracts between the City and certain mass transportation carriers for the use of boulevards within the City, said ordinance appearing on pages 1234 through 1241 of the Journal of the Proceedings of the City Council Meeting of said date; and

WHEREAS, Said ordinance provided for the use of the boulevards by such vehicles for a fee based on the miles traveled on the boulevards; and

WHEREAS, The system provided for in said ordinance, is now difficult to enforce and does not provide for many new carriers now desirous of using the boulevard system; and

WHEREAS, A permit system where such vehicles paid an annual fee for such use would be both enforceable and result in increased revenue to the City to compensate the City for the cost of such use at low cost to such carriers; now, therefore,

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

SECTION 1. The ordinance entitled "Authority Granted for Contracts with Mass Transportation Carriers for Use of City Streets and Boulevards", authorizing contracts with mass transportation carriers for the use of City streets and boulevards as previously permitted by the Chicago Park District, printed on pages 1234 through 1241 of the Journal of the Proceedings of the council meeting of December 7, 1959, is hereby repealed.

SECTION 2. Chapter 27 of the Municipal Code of Chicago is hereby amended by adding a new section in italics to be known as Section 27-275.1, to read as follows:

27-275.1 (a) No motor vehicle except vehicles owned or operated by Chicago Transit Authority or R.T.A. designed and used for the transportation of seven or more passengers for hire may operate upon any boulevard, unless a permit for such operation has been issued therefor by the City. This ordinance does not restrict the City Council from establishing or regulating C.T.A. bus routes on any boulevard within the City.

(b) Application for permits under this section shall be made to the Commissioner of Public Works upon forms supplied by the Commissioner of Public Works, supplying such information as he or she shall require.

(c) The Commissioner of Public Works shall issue a permit under this section upon receipt of a completed application and payment of \$10.00 after the Commissioner verifies the information contained in the application. The holder of such permit shall prominently display such permit on the windshield of such vehicle wherever such vehicle is operated upon a boulevard. Permits hereunder shall be effective only for the vehicle for which they were issued, and no permit shall be assignable or transferable.

(d) A permit issued hereunder shall be effective until the thirty-first of December following its issuance, and there shall be no proration of the permit fee.

SECTION 3. This ordinance shall be in effect on January 1, 1984.

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCE TO ESTABLISH LOADING ZONES ON PORTIONS OF N. AVERS AV.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to establish a loading zone on N. Avers Avenue (east side) from a point 30 feet west of N. Milwaukee Avenue to a point 39 feet west thereof and from a point 87 feet west of N. Milwaukee Avenue to a point 25 feet west thereof; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

Banks (36th Ward)

North-South alley bounded by N. Parkside Avenue, N. Central Avenue, W. Barry Avenue and W. Wellington Avenue -- southerly;

McLaughlin (45th Ward)

First east-west alley bounded by N. Menard Avenue, N. Monitor Avenue, N. Avondale Avenue and W. Foster Avenue -- easterly.

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION
ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION
ON PORTION OF SPECIFIED PUBLIC WAY.

Alderman Laurino (39th 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 first east-west alley south of W. Foster Avenue between N. Spaulding Avenue and N. Christiana Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

*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>
Bloom (5th Ward)	S. Cornell Avenue (west side), from a point 265 feet south of E. 53rd Street to a point 25 feet south thereof; S. Cornell Avenue (east side), from a point 42 feet south of E. 54th Street to a point 25 feet south thereof;
Beavers (7th Ward)	E. 91st Street (north side), at No. 2416 (except for handicapped);
Sheahan (19th Ward)	S. Christiana Avenue (east side), from a point 145 feet north of W. 111th Street to a point 154 feet north thereof;
Krystyniak (23rd Ward)	W. 51st Street (north side), from S. Avers Avenue to S. Springfield Avenue;
Banks (36th Ward)	N. Oleander Avenue at No. 3233 (except for handicapped);
Orr (49th Ward)	W. Juneway Terrace (north side), from a point 98 feet east of N. Hermitage Avenue to a point 15 feet east thereof; W. Juneway Terrace (north side), from a point 40 feet east of N. Paulina Street to a point 15 feet west thereof.

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION
AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS
ON PORTION OF S. HALSTED ST.

Alderwoman Langford (16th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on S. Halsted Street (west side), from Nos. 6400 through 6599; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCES TO AMEND "RESIDENTIAL PARKING ZONES" FOR VEHICLES AT SPECIFIED LOCATIONS.

Alderman Laurino (39th Ward) presented seven proposed ordinances to amend "Residential Parking Zones" at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Present Designation

W. Balmoral Avenue (both sides),
from N. St. Louis Avenue to N. Bernard
Avenue

W. Bryn Mawr Avenue (both sides),
from N. Drake Avenue to N. Central
Park Avenue

W. Catalpa Avenue (both sides),
from N. St. Louis Avenue to N.
Kimball Avenue

N. Central Park Avenue (both sides),
from W. Bryn Mawr Avenue to W.
Hollywood Avenue

N. Drake Avenue (both sides),
from W. Bryn Mawr Avenue to
W. Hollywood Avenue

W. Hollywood Avenue (both sides),
from N. Drake Avenue to N.
Central Park Avenue

N. St. Louis Avenue (both sides),
from W. Bryn Mawr Avenue to
W. Berwyn Avenue

Amended Designation

W. Balmoral Avenue (both sides), from N.
St. Louis Avenue to N. Bernard Avenue--
8:00 A.M. to 8:00 P.M.--Monday through Friday;

W. Bryn Mawr Avenue (north side), from N.
Drake Avenue to N. Central Park Avenue--
8:00 A.M. to 8:00 P.M.--Monday through
Friday;

W. Catalpa Avenue (both sides), from N. St.
Louis Avenue to N. Kimball Avenue--8:00
A.M. to 8:00 P.M.--Monday through Friday;

N. Central Park Avenue (east side), from W.
Bryn Mawr Avenue to W. Hollywood Avenue--
8:00 A.M. to 8:00 P.M.--Monday through
Friday;

N. Drake Avenue (both sides), from W. Bryn
Mawr Avenue to W. Hollywood Avenue--
8:00 A.M. to 8:00 P.M.--Monday through Friday;

W. Hollywood Avenue (both sides), from N.
Drake Avenue to N. Central Park Avenue--
8:00 A.M. to 8:00 P.M.--Monday through
Friday;

N. St. Louis Avenue (east side), from W. Bryn
Mawr Avenue to W. Berwyn Avenue--8:00
A.M. to 8:00 P.M.--Monday through Friday.

*Referred--*PROPOSED ORDINANCES TO IMPOSE SPEED LIMITS FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Nardulli (26th Ward)

Stone (50th Ward)

Location and Speed

W. Superior Street between N. Ashland Avenue
and N. Damen Avenue--20 miles per hour;

W. Lunt Avenue between N. Western Avenue
and N. Ridge Avenue--25 miles per hour.

*Referred--*PROPOSED ORDER FOR INSTALLATION OF TRAFFIC-CONTROL SIGNALS.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of automatic traffic-control signals at the intersection of W. Hubbard Street and N. Orleans Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDERS FOR INSTALLATION OF
TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Bloom (5th Ward)	E. 58th Street and S. Kimbark Avenue--"Stop"; E. 77th Street and S. Luella Avenue--"Stop";
Madrzyk (13th Ward)	W. 57th Place and S. Karlov Avenue--"Stop"; W. 58th Place and S. Karlov Avenue--"Stop";
Krystyniak (23rd Ward)	Entrances to north-south alley in 5000 block between S. Keating Avenue and S. Cicero Avenue--"No Thru Traffic";
Frost (34th Ward)	S. Green Street and W. 106th Street--"2- Way Stop"; S. Peoria Street at No. 11529--"2-Way Stop"; S. Peoria Street at No. 11623--"2-Way Stop";
Kotlarz (35th Ward)	N. Hamlin Avenue and W. Byron Street-- "4-Way Stop";
Cullerton (38th Ward)	N. New England Avenue and W. School Street-- "3-Way Stop";
Laurino (39th Ward)	W. Ainslie Street and N. Sawyer Avenue-- "All-Way Stop"; W. Ainslie Street and N. Spaulding Avenue-- "All-Way Stop"; W. Argyle Street and N. Sawyer Avenue-- "All-Way Stop"; W. Argyle Street and N. Spaulding Avenue-- "All-Way Stop";
O'Connor (40th Ward)	N. Virginia Avenue and W. Catalpa Avenue-- "Stop";
Natarus (42nd Ward)	W. Hubbard Street and N. Orleans Avenue-- "4-Way Stop";
McLaughlin (45th Ward)	E. Byron Street and N. Leclaire Avenue-- "Stop"; N. Kedvale Avenue and W. Cullom Avenue-- "4-Way Stop"; W. Birchwood Avenue and N. Sacramento Avenue--"2-Way Stop".

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively for the claimants named, which were *Referred to the Committee on Claims and Liabilities* as follows:

<i>Alderman</i>	<i>Claimant</i>
Burke (14th Ward)	James F. Venckus;
Krystyniak (23rd Ward)	Mr. and Mrs. E. Filas;
Nardulli (26th Ward)	Don Tomasiam;
Natarus (42nd Ward)	Mrs. Harriet Lover;
Oberman (43rd Ward)	Lorna Gale Cheifetz.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--PROPOSED ORDINANCES FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS.*

Two proposed ordinances to grant permission and authority for various privileges in public ways to specified organizations which were *Referred to the Committee on Streets and Alleys*, as follows:

Henry Crown and Company--to maintain and use, as now constructed, two pedestrian bridges and one pedestrian tunnel: Bridge 1 connects the seventh floor of the building at 120 Franklin Street with the eighth floor of the building at 124 N. Franklin Street; Bridge 2 connects the second floor of 300 W. Washington Street with the corresponding floor of 130 N. Franklin Street; the tunnel is located under the east/west 18-foot right of way known as Court Place between W. Washington and W. Randolph Streets;

Hilton Hotels Corporation--to construct, maintain and use vaulted sidewalk space located at 720 S. Michigan Avenue to include areas under S. Michigan Avenue (five levels), E. Balbo Street (six levels already constructed and two additional levels to be constructed), S. Wabash Avenue (three levels already constructed and two additional levels to be constructed), and E. 8th Street (two levels).

*Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND
MAINTAIN SPECIFIED CANOPIES.*

Also two proposed orders for issuance of permits to specified organizations to construct, maintain and use certain canopies attached (or to be attached) to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Metropolitan Structures, Inc.--to construct, maintain and use a canopy at 205 N. Michigan Avenue;

Robert C. Woo and Bow Lin C. Woo--to maintain and use an existing canopy at 2201 S. Wentworth Avenue.

Presented by

ALDERMAN RUSH (2nd Ward), ALDERMAN SANTIAGO (31st Ward),
ALDERMAN MELL (33rd Ward), ALDERMAN ORR (49th
Ward) and OTHERS:

*Referred--*PROPOSED RESOLUTION FOR FEASIBILITY STUDY AND
REPORT FOR PHASED "CAP" ON CITY UTILITY TAX REVENUE.

A proposed resolution, presented by Aldermen Rush, Santiago, Mell, Orr, Roti, Evans, Langford, Smith, Damato, Oberman, Hansen and Orbach, to conduct a study of the level of a phased-in "cap" on City utility tax revenues, along with a fiscal plan for assuring adequate City revenues to meet future City expenses which is to be transmitted to the City Council not later than November 15, 1984, for consideration together with the City's 1985 budget, etc.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN EVANS (4th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 426 E. 51st Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 426 E. 51st Street is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

*Yeas--*Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

*Nays--*None.

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

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to A.M. Carson, Ltd., 10 E. Sauk Trail, South Chicago Heights, IL 60411, to install a sign/signboard at 4650 S. Cottage Grove Avenue for McDonald's Restaurant.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 17
OF MUNICIPAL CODE REGARDING WASTE DUMPING
PROTECTION ORDINANCE.

A proposed ordinance to amend Chapter 17, Sections 17-6.2, 17.1-11, and 17-6.12 of the Chicago Municipal Code by the addition of new language in reference to the issuance of permits for the retention of hazardous waste materials at their place of origin for processing for periods not to exceed 90 days upon conditions which the Commissioner of Consumer Services deems satisfactory to protect the public health, safety and welfare, etc.--*Referred to the Committee on Energy and Environmental Protection.*

Presented by

ALDERMAN HUELS (11th Ward):

Congratulations Extended to Immaculate Conception Parish in
Celebration of Their 100th Anniversary.

A proposed resolution reading as follows:

WHEREAS, Immaculate Conception Parish located in Bridgeport, is celebrating its 100th anniversary with a dinner dance on December 11, 1983; and

WHEREAS, Immaculate Conception Parish has progressed tremendously since the first church was established 100 years ago by Father Peter Fisher, which was just a small frame building on Bonfield Street; and

WHEREAS, Immaculate Conception Parish has grown into an active community parish, and continues to survive and serve the religious and social needs of the Bridgeport community; and

WHEREAS, The generosity of the people of the Immaculate Conception Parish has resulted in the complete renovation of the parish rectory, church, school, and convent in preparation of the Centennial Year Celebration of 1983; and

WHEREAS, The spiritual needs of the hardworking people of the Bridgeport community have been served generously for the past 100 years by the devoted priests and nuns of Immaculate Conception Parish; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here on this 6th day of December, 1983, extend our sincerest congratulations to Immaculate Conception Parish on this occasion of its 100th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father Ron Scarlata, Pastor of Immaculate Conception Parish, and to the parishioners with our warmest wishes for many more years of continued success and happiness.

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

On motion of Alderman Huels the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Rinn-Scott Lumber Company to maintain and operate, as now constructed, a switch track at street grade on and across S. Troy Street, from a point on the east line thereof forty feet north of the north line of W. 28th Street, thence southwesterly on a curve on and across S. Troy Street to a point on the west line thereof fifteen feet north of the north line of W. 28th Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred--PROPOSED ORDINANCE TO APPROVE SPECIFIED
PLAT OF SUBDIVISION.

A proposed ordinance to approve a plat of "First Addition to Talley's Corner Subdivision" located 706 feet north of the north line of W. 103rd Street having a frontage of 706.0 feet on S. Pulaski Road and a depth of 770.67 feet and providing for the dedication of W. 101st Street, W. 101st Place, S. Harding Avenue, and S. Springfield Avenue.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER TO MEMORIALIZE C.T.A. TO INSTALL
BUS PASSENGER SHELTER AT SPECIFIED LOCATION.

Also a proposed order to memorialize the Chicago Transit Authority to install a bus passenger shelter on the southeast corner of W. 47th Street and S. Kedzie Avenue.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN MAJERCZYK (12th Ward) and OTHERS:

Referred--PROPOSED RESOLUTION EXPRESSING CITY COUNCIL
DISAPPROVAL UPON CLOSING OF SOUTHWEST SIDE PLANT
BY WESTINGHOUSE ELECTRIC CORP.

A proposed resolution, presented by Aldermen Majerczyk, Humes, Huels, Madrzyk, Sherman Stemberk, Krystyniak, Marzullo, Smith, Santiago, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Orr and Stone, expressing total disapproval of the elimination of hundreds of jobs by Westinghouse Electric Corporation upon the closing of its southwest side plant.--*Referred to the Committee on Cable Television.*

Presented by

ALDERMAN KRISTYNIK (23rd Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 185
OF MUNICIPAL CODE CONCERNING EXEMPTIONS
ON WATER SERVICE CHARGES.

A proposed ordinance, presented by Aldermen Krystyniak, Majerczyk, Madrzyk, Kellam, Sheahan, Stemberk and Stone, to amend Chapter 185 of the Chicago Municipal Code by the addition of a new Section 185-38.1 which would exempt senior citizens and handicapped persons from payment of water service charges for multiple dwellings of three units or less.--*Referred to the Committee on Municipal Code Revision.*

Presented by

ALDERMAN NARDULLI (26th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 935 N. Ashland Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at No. 935 N. Ashland Avenue, is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas--Aldermen Roti, Sawyer, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Damato, Cullerton, Laurino, O'Connor, Pucinski, Orbach, Stone--26.

Nays--None.

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

Presented by

ALDERMAN SMITH (28th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to Cascade Bowling Center, Inc., to maintain and use an existing canopy attached to the building or structure located at 3825 W. Madison Street.-- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN
PUBLIC WAY.

A proposed ordinance to grant permission and authority to Pettibone Corporation to maintain and use a portion of the 66-foot right of way of N. Cicero Avenue, N. Keating Avenue and N. Kilpatrick Avenue for the purpose of employee parking --*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SANTIAGO (31st Ward) and OTHERS:

Referred--PROPOSED ORDINANCE TO PROVIDE CERTAIN ENERGY
ASSISTANCE PAYMENTS TO LOW-INCOME CHICAGOANS FOR
THEIR WINTER HEATING BILLS.

A proposed ordinance, presented by Aldermen Santiago, Roti, Evans, Majerczyk, Langford, Smith, Gabinski, Mell, Banks, Damato, O'Connor, Oberman, Hansen, McLaughlin, Orbach, Orr and Stone, to set aside Five Million Dollars (\$5,000,000.00) from the 1984 utility tax revenue for energy assistance to Chicagoans with an emphasis on households with children and senior citizens, which payment program would be administered by the Department of Human Services, etc.-- *Referred to the Committee on Finance.*

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDINANCE TO APPROVE SPECIFIED
PLAT OF SUBDIVISION.

A proposed ordinance to approve a plat of "West Town Subdivision" located in the area bounded by W. Blackhawk Street, N. Paulina Street, N. Milwaukee Avenue, and N. Ashland Avenue. -- *Referred to the Committee on Streets and Alleys*

Referred--PROPOSED RESOLUTION URGING INVESTIGATION AND
HEARINGS ON CERTAIN FOLLOW-UP LICENSING
PROCEDURES, ETC.

Also a proposed resolution ordering the City Council Committee on License to investigate and hold hearings on the proceedings followed in the issuance of licenses for the sale of alcoholic beverages and the issuance of the license for the sale of alcoholic beverages for the premises located at 1935 W. Armitage Avenue, and the reasons for the issuance of this illegal license, etc.--*Referred to the Committee on License.*

Presented by

ALDERMAN LAURINO (39th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING
CANOPY.

A proposed order for issuance of a permit to Petite Marmite to construct, maintain and use a canopy attached to the building or structure located at 3449 W. Peterson Avenue.--*Referred to the Committee on Streets and Alleys.*

Referred--PROPOSED ORDER FOR PERMISSION TO CLOSE TO
TRAFFIC PORTION OF N. SAWYER AV. FOR SCHOOL
PURPOSES.

Also a proposed order to grant permission to the Hibbard Elementary School, 3244 W. Ainslie Street, to close to vehicular traffic, except school buses, N. Sawyer Avenue from W. Ainslie Street to W. Argyle Street on all school days for school purposes.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN
PUBLIC WAY.

A proposed ordinance to grant permission and authority to Edgewater Hospital Inc. to maintain and use sub-surface space adjacent to the premises at 1614-1616 W. Hollywood Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND
MAINTAIN CANOPIES.

A proposed order for issuance of a permit to Gandhara Corporation to construct, maintain and use four canopies attached to the building or structure located at 718 N. Rush Street--*Referred to the Committee on Streets and Alleys.*

*Referred--*PROPOSED ORDERS FOR PERMITS TO INSTALL SIGNS/
SIGNBOARDS AT SPECIFIED LOCATIONS.

Also two proposed orders for issuance of sign permits to National Advertising Company, 6850 S. Harlem Avenue, Bedford Park, IL 60501, to install signs/signboards for Dancona Management Company at specified locations, which were *Referred to the Committee on Zoning, as follows:*

250 E. Grand Avenue;

249 E. Ohio Street.

Presented by

ALDERMAN OBERMAN (43rd Ward) and OTHERS:

December 10, 1983 Declared as "Human Rights Day in Chicago."

A proposed resolution, presented by Aldermen Oberman, Roti, Rush, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, W. Davis, Smith, D. Davis, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr and Stone, reading as follows:

WHEREAS, December 10, 1983 marks the 35th anniversary of the adoption of the Universal Declaration of Human Rights by the United Nations General Assembly; and

WHEREAS, At the request of Andrei Sakharov, Amnesty International has initiated a worldwide public appeal calling for a Universal Amnesty for All Prisoners of Conscience in the world; and

WHEREAS, The Universal Amnesty appeal has been endorsed by Pope John Paul II, Coretta Scott King, numerous world leaders and over 1,000,000 citizens in 119 countries around the world; and

WHEREAS, The Universal Amnesty appeal will be presented to the United Nations General Assembly and to all Heads of State throughout the world; and

WHEREAS, The Chicago chapters of Amnesty International invite all citizens of Chicago to lend their signatures to the Universal Amnesty appeal at a public signing at the Richard J. Daley Center on December 9, 1983 from 9:00 A.M. until 5:00 P.M.; and

WHEREAS, The Chicago chapters of Amnesty International have requested that this Council proclaim December 10, 1983 to be Human Rights Day in the City of Chicago and endorse the Universal Amnesty appeal; now, therefore,

Be It Resolved by the City Council of the City of Chicago, Cook County, Illinois, as follows:

1. December 10, 1983 is hereby proclaimed and declared to be Human Rights Day in the City of Chicago, Cook County, Illinois, and all citizens of this City are hereby urged to join in a reaffirmation of commitment to human rights for all people.

2. This City Council hereby endorses the Amnesty International appeal seeking a universal amnesty for all prisoners of conscience and urges all Chicago citizens to join members of this City Council in signing the appeal on December 9, 1983 in the west lobby of the Richard J. Daley Center.

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

On motion of Alderman Oberman the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN ORBACH (46th Ward):

*Referred--*PROPOSED ORDINANCE TO ESTABLISH BUS STAND AT
SPECIFIED LOCATION.

A proposed ordinance to establish a bus stand at N. Broadway and Clarendon Avenue (east curb) from a point 110 feet north of the north property line of Sheridan Road to a point 105 feet north thereof.--*Referred to the Committee on Local Transportation.*

*Referred--*PROPOSED ORDINANCE TO INSTALL MOTORBUS ROUTE
AT SPECIFIED LOCATION.

Also a proposed order to install, maintain and operate a motorbus route on portion of N. Clarendon Avenue from W. Irving Park Road to N. Broadway.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN STONE (50th Ward):

*Referred--*PROPOSED RESOLUTION TO EXPLAIN CERTAIN PROVISIONS
OF PERSONNEL CODE IN REFERENCE TO VARIOUS
PROMOTIONS, ETC.

A proposed resolution urging that the Committee on Administration, Reorganization and Personnel to investigate whether the Department of Personnel is properly giving appropriate promotions to City employees who have taken and passed written examinations, also whether the Department of Personnel is setting a scholarship qualification beyond the necessity of the particular job qualifications, and finally requesting said committee to call the Commissioner of the Department before the committee to explain those applicable provisions of the personnel code.--*Referred to the Committee on Administration, Reorganization and Personnel.*

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permit:

BY ALDERMAN NATARUS (42nd Ward):

Cathedral of Saint James -- for the restoration and rehabilitation of the Cathedral on the premises known as No. 65 E. Huron Street.

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

Mercy Hospital and Medical Center, Stevenson Expressway at King Drive.

BY ALDERMAN EVANS (4th Ward):

Provident Hospital and Medical Center, No. 500 E. 51st Street.

BY ALDERMAN BRADY (15th Ward):

Holy Cross Hospital, No. 2701 W. 68th Street.

BY ALDERMAN SMITH (28th Ward):

Ridgeway Hospital, Inc., No. 520 N. Ridgeway Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Elizabeth Hospital, No. 1431 N. Claremont Avenue.

BY ALDERMAN LAURINO (39th Ward):

Bohemian Home for the Aged, No. 5061 N. Pulaski Road.

Booth Memorial Hospital/Salvation Army, No. 5040 N. Pulaski Road.

Jewish Home for the Blind, No. 3524 W. Foster Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Health Care Corporation, No. 7435 W. Talcott Avenue.

BY ALDERMAN NATARUS (42nd Ward):

College of Podiatric Medicine, No. 1001 N. Dearborn Street.

Institute of Development Behavior, Ltd., No. 1150 N. State Street, Suite 300.

BY ALDERMAN OBERMAN (43rd Ward):

Infant Welfare Society of Chicago, No. 1931 N. Halsted Street.

BY ALDERMAN ORBACH (46th Ward):

Columbus-Cuneo-Cabrini Medical Center (Frank Cuneo Memorial Hospital), No. 750 W. Montrose Avenue.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, No. 6300 N. California Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN SHEAHAN (19th Ward):

Morgan Park United Methodist Church, No. 11030 S. Longwood Drive -- building inspection.

St. John Fisher Church, No. 10200 S. Washtenaw Avenue -- boiler and fuel burning equipment inspection.

Washington Jane Smith Home, No. 2340 W. 113th Place -- elevator, mechanical ventilation and refrigeration inspections (3).

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Waldorf School, No. 2135 N. Kenmore Avenue -- sign inspections.

BY ALDERMAN ORBACH (46th Ward):

Japanese American Service Committee, No. 4427 N. Clark Street --refrigeration inspection.

Jesus People U.S.A., No. 4626 N. Magnolia Avenue -- elevator inspections:

Water Rate Exemption:

BY ALDERMAN FROST (34th Ward):

House of Prayer, No. 622 W. 120th Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (November 23, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 23, 1983, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Authority Granted for Execution of Contract with Chicago Rehab Network for Year IX Community Development Block Grant Funding.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of October 20, 1983, page 2587, recommending that the City Council pass a proposed resolution authorizing execution of a contract with the Chicago Rehab Network for Year IX Community Development Block Grant Funding.

On motion of Alderman Burke the said proposed resolution was *Adopted*, by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago, passed an ordinance on May 26, 1983 establishing requirements for the 1983 Emergency Job Bill Community Development Block Grant and the Year IX Community Development Program which state that any contract in the amount of \$50,000 or more shall be subject to approval by the City Council of the City of Chicago; and

WHEREAS, The following agency is recommended for an award of over \$50,000; now, therefore,

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

1. That the Mayor is authorized to execute a contract with the Chicago Rehab Network for the period of September 16, 1983 through June 30, 1984 in the amount of \$119,604, to be provided from the Year IX Community Development Block Grant.

MISCELLANEOUS BUSINESS.

RECESS TAKEN.

Thereupon, at 11:30 A.M., Alderman Burke moved that pursuant to Chapter 24, Section 8-2-6 of the Illinois Revised Statutes and to a resolution adopted by the City Council and published in the Chicago Tribune, the City Council *Do Recess* for the purpose of providing members of the public an opportunity to testify with respect to the 1984 Annual Appropriation Ordinance. The motion *Prevailed* by a viva voce vote and the City Council *Stood in Recess*.

PUBLIC HEARING ON BUDGET FOR YEAR 1984.

At 11:35 A.M., the City Council re-convened to hold a Public Hearing on the Budget Document for the fiscal year 1984.

Alderman Burke next requested the public be informed and the record reflect that upon conclusion of the December 6 session, the hearing would re-convene on December 7, 1983 at 10:00 A.M. to accommodate any person who had not previously indicated a desire to testify but now wished to be heard. Alderman Burke also asked that the record indicate interpreters were available for the hearing impaired and any Spanish speaking peoples.

President Pro Tempore Eugene Sawyer thereupon presented the following speakers who addressed the Council:

Michael Thom	The Civic Federation
Jim Watts	Chicago Association of Commerce
John Coulter	and Industry
John Dineen	Fraternal Order of Police
Ramona Shiffer	Chicago Crossing Guard Association
Rose Wandel	North River Commission
J. William Fredrickson	
Arlene Brown	
Eleanor Elam	League of Women Voters
Irwin A. Cohen	Plitt Theaters, Inc.
Maureen Payne	League of Chicago Theatres
Patrick F. Bosco	Chicagoland Bowling Proprietors Association
Howard Arvey	Shubert Theater
Nelson Forest	The Greater North Michigan Avenue Association
John G. Poust	Rooks, Pitts, Fullager & Poust
Howard Walker	Olympia & York
Charles G. Gardner	Greater State Street Council

Josephine Holzer
Daniel L. Guiney
Melissa M. Henz
Marian Butler
Jim Charlton
Herbert Nelson
Eloise Williams
Carter Burton
Susan Nussbaum
Linda Harrington
Herb Hoffman
Dan Guiney

Chicago Hearing Society

Fr. Kyle

St. Francis Xavier Church

Leon Finney, Jr.

The Woodlawn Organization

At this point in the proceedings, Alderman Burke moved to *Recess* the City Council until Wednesday, December 7, 1983 at 10:00 A.M. The motion *Prevailed* by a viva voce vote and the City Council *Stood In Recess*.



WALTER S. KOZUBOWSKI
City Clerk.

