

COPY



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

Regular Meeting—Wednesday, December 28, 1983

at 12:30 P.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent--Aldermen Madrzyk, Marzullo, O'Connor.

Call to Order.

On Wednesday, December 28, 1983 at 12:30 P.M. (the day and hour appointed for the meeting) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--46.

Quorum present.

On motion of Alderman Nardulli, it was ordered noted in the Journal that Alderman Marzullo was absent due to illness.

Invocation.

Alderman George J. Hagopian, 30th Ward, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

**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:

Proclamation.

Proclamation of Honorable Harold Washington, Mayor, designating time for special observance as follows:

"LITHUANIAN INDEPENDENCE DAY IN CHICAGO":
February 16, 1984.

Acceptance and Bond Under Ordinance.

An acceptance and bond of Sears, Roebuck and Company, under an ordinance passed on August 31, 1983 (tunnel); filed on December 28, 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 December 22, 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 28, 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 December 22, 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 28, 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:

Zoning Reclassifications of Particular Areas.

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

Huron-Clark Associates, Ltd.--to classify as a Residential-Business Planned Development instead of a B7-5 General-Central Business District the area shown on Map No. 1-F bounded by

W. Superior Street; a line 110.30 feet east of N. Clark Street; W. Huron Street; and N. Clark Street;

McDonald's Corporation--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 18-H bounded by

a line 125.00 feet north of W. 79th Street; a line 157.75 feet east of S. Hoyne Avenue; W. 79th Street; and S. Hoyne Avenue.

Claims Against City of Chicago.

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

Allstate Ins. Co. and Michael Jackson;

Giles Rose;

Hander Mrs. Bernice P.;

Lema Siri;

Polk Robert;

Shoyer Robert L., Sithithum Viroje, State Farm Ins. Co. and Edwin Folkens;

Vaughn Audrey.

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.

**Authority Granted for Designation of Depositories for City and School
Funds During 1984.**

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 following regularly established national and state banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have submitted bids for the payment of interest on certificates of deposit and/or time deposits of City and School Funds and that each said depository has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34 and 7-34.1 of the Municipal Code of the City of Chicago:

Commercial Banks

Amalgamated Trust & Savings
American National Bank
Chicago Bank of Commerce
Chicago City Bank and Trust Company
Chicago-Tokyo Bank
Colonial Bank and Trust
Commercial National Bank
Continental Illinois National Bank
Drovers National Bank
East Side Bank & Trust Company
First Commercial Bank
First National Bank of Chicago
Harris Trust & Savings
Independence Bank
Lakeside Bank
LaSalle National Bank
Maine Bank of Chicago
Republic Bank of Chicago
South Shore National Bank
Unibanc Trust Company
Union Bank of Bavaria

SECTION 2. The depository institutions listed in Section 1, are hereby designated as legal depositories for city and school funds for the year of 1984 and the City Treasurer may deposit monies received by him in any of these institutions.

SECTION 3. That during the ensuing days of the year of 1984, qualified depository institutions, as defined in Chapter 7 of the Municipal Code of the City of Chicago, that in the judgment of the City Comptroller have completed and submitted bid forms to him will be designated as qualified and that he will so advise the City Treasurer.

SECTION 4. This ordinance shall be effective from and after its passage.

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Volini, Orr, Stone--41.

Nays--None.

Alderman Schuller was excused from voting under Rule 14 of the Council's Rules of Order.

**Execution of Agreement Authorized Between City and State for
Improvement of Vincennes Av. Between 87th and 119th Sts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of agreement between the City of Chicago and State of Illinois for improvement of Vincennes Avenue between 87th Street and 119th Street in the amount of \$5,660,000.

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

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

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Vincennes Avenue between 87th and 119th streets described therein, said agreement to be substantially in the following form:

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

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Vincennes Avenue between 87th Street and 119th Street, hereinafter referred to as the "Project" and further described in Paragraph 12 of this Agreement; and

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

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

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

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

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

Whereas, the City shall enter into a separate Agreement with the Northeast Illinois Railroad Corporation for track and crossing improvements.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Federal Share and Non-Federal (State) share of the costs incurred in connection with the right-of-way acquisition, construction engineering/supervision, force account construction, railroad force account construction

and contract construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay all submittals which require Federal Highway Administration review, approval or other actions.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Title II and III requirements of the aforesaid Act.
5. Upon approval from the State, to let and award the contract for the Project, and to provide all railroad force account construction, force account construction and construction engineering/supervision in accordance with established procedures of the City, the State and the Federal Highway Administration.
6. To finance the work pending progressive reimbursement by the State of the Federal share and Non-Federal (State) share of costs and to prepare a complete and accurate breakdown of costs of said Project financed by the City.
7. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
8. That failure on the part of the City to fulfill its responsibilities as assigned in Paragraphs 7 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
9. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project of the parties hereto.

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

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
12. That said Project generally consists of surface removal, pavement base repair and the resurfacing, pavement marking and signing of Vincennes Avenue between 87th and 119th Streets.

Throat widening will be done at all four approaches to the intersections of Vincennes Avenue with 119th, 107th, and 99th Streets; at the east approaches to the intersections of Vincennes with 103rd Street and with Monterey Avenue; and at the north and south approaches to the intersections of Vincennes with 115th, 111th, 103rd/Beverly and 95th Streets.

The intersection of Peoria Street, 88th Street and Vincennes Avenue will be realigned to permit Peoria to outlet directly to Vincennes.

Right-of-Way will be purchased, where needed to permit the improvements to be made.

Traffic signals will be modernized at the intersections of Vincennes with 119th, 115th, Monterey, 111th, 107th, 103rd and 99th Streets. The traffic signals at 95th Street will be relocated.

Railroad grade crossings will be rubberized at 107th, 103rd and 99th Streets. Railroad crossing signals will be modernized at these locations as well as at the 119th Street crossing. Abandoned railroad tracks will be removed from the street at 103rd and where warranted.

This project will also include: repair or replacement of curb, gutter, and sidewalks where necessary; installation of sidewalk ramps for the handicapped; installation of passenger bus loading platforms where warranted; repair and/or relocation of utility drainage structures, catch basins and the existing street lighting system where necessary.

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

	<i>119th and Vincennes Intersections</i>	<i>Vincennes Avenue</i>	<i>Total Cost of Project</i>
(1) Contract Construction	\$ 425,000	\$ 2,865,000	\$ 3,290,000
(1) City Force Account Construction		805,000	805,000
(1) Construction Eng./Supervision	65,000	450,000	515,000
(2) Railroad Force Account	180,000	785,000	965,000
(3) Right-of-Way Acquisition	20,000	65,000	85,000
TOTAL:	\$ 690,000	\$ 4,970,000	\$ 5,660,000

(1) Project IX-5000(235)

(2) Project IX-5000(550)

(3) Project IX-5000(485)

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the Project will be:

City Federal-Aid Share (IX):	
(42.5% of \$690,000)	\$ 293,250
(85% of \$4,970,000)	\$ 4,224,500
SUB-TOTAL:	\$ 4,517,750
Suburban (State) Federal Aid Share:	
(42.5% of \$690,000)	\$ 293,250
Non-Federal (State) Share:	
(15% of \$5,660,000)	\$ 849,000
TOTAL:	\$ 5,660,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal (State) Share) shall be limited to a maximum of \$934,000, with any Non-Federal Share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

15. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
16. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1987.
18. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 14.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

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

Free Permit Authorized for Cathedral of Saint James.

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

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Cathedral of Saint James for restoration and rehabilitation of the Cathedral on the premises known as No. 65 E. Huron Street.

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

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

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--None.

**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 December 9 and 16, 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>
Edgewater Hospital No. 5700 N. Ashland Avenue	(Int. Insp. No. 1 Water Tube Boiler)	\$ 20.00
Japanese American Service Committee No. 4427 N. Clark Street	F4-327369 (Mech. Vent.)	35.00
Winthrop Towers No. 4848 N. Winthrop Avenue	B1-319434 (Bldg.)	149.50

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--42.

Nays--None.

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

The Committee on Finance submitted two 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, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--42.

Nays--None.

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 North Sheffield Avenue from West North Avenue to North Marcey Street) 377 feet of 8-inch Ductile Iron Water Pipe

at the total estimated cost of \$60,877.45, chargeable to Account No. 200-8285(7930).577 - Betterment.

The above work is to be done under Order No. 71527.

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

(in West 108th Street between Ridgeway Avenue and South Lawndale Avenue, in South Millard Avenue on West 107th Street and in South Hamlin Avenue on West 111th Street) 703 feet of 8-inch Ductile Iron Water Pipe

at the total estimated cost of \$112,406.43, chargeable to Account No. 200-8285(7930).577 - Betterment.

The above work is to be done under Order No. 71510.

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

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

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

Yeas--Aldermen Roti, Rush, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Naterus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--42.

Nays--None.

The following is said order as passed:

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

[Regular Orders printed on pages 4330 thru 4331
of this Journal.]

and

and *Be It Further Ordered*, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926.

(Continued on page 4332)

REPORT DATE 12/27/83
PROGRAM--PFR070

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/28/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOLUNTARY TOTAL
HUNT JR	POLICE OFFICER	INTERSECTION CONTROL UNIT	9/06/83	213.50
DEGREGORIO	POLICE OFFICER	SEVENTH DISTRICT	3/29/83	279.00
INGLIMA	POLICE OFFICER	YOUTH DIVISION AREA TWO	9/17/83	79.00
KEMMERLING	POLICE OFFICER	PUBLIC & INTERNAL INFORMATION	9/07/83	77.50
KIRBY	POLICE OFFICER	FIFTEENTH DISTRICT	9/21/83	225.00
MARCHFIELD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/23/83	94.65
MARES	POLICE OFFICER	GANG CRIMS ENFORCEMENT DIVISI	9/02/83	139.00
MARSELL	POLICE OFFICER	CENTRAL DETENTION SECTION	9/25/83	629.00
MAULIFFE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/03/83	25.00
MCMAULIFFE	POLICE OFFICER	SEVENTH DISTRICT	7/11/83	94.00
MCCOLOGY	POLICE OFFICER	SIXTEENTH DISTRICT	9/26/83	137.50
MCCOAGLES	POLICE OFFICER	SEVENTH DISTRICT	9/23/83	97.50
MCCLENDON	POLICE OFFICER	FIFTH DISTRICT	9/15/83	247.50
MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/21/83	253.60
MURKE	POLICE OFFICER	FIFTH DISTRICT	9/13/83	123.00
MURRALS	POLICE OFFICER	THIRTEENTH DISTRICT	9/29/83	55.00
MATTI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/09/83	115.50
MEUNIER	POLICE OFFICER	EIGHTEENTH DISTRICT	9/01/83	404.70
MICHAEL	POLICE OFFICER	DETACHED SERVICES--MISCELLANEOU	9/10/83	145.00
MICHAEL	POLICE OFFICER	FIRST DISTRICT	9/19/83	134.00
MICHAEL	POLICE OFFICER	FIFTH DISTRICT	9/29/83	166.00
MICHAEL	POLICE OFFICER	GANG CRIMS ENFORCEMENT DIVISI	9/05/83	92.50
MICHAEL	POLICE OFFICER	SIXTH DISTRICT	9/19/83	205.00
MICHAEL	POLICE OFFICER	SPECIAL OPERATIONS GROUP--WEST	9/25/83	194.50
MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	9/01/83	140.50
MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	9/26/83	115.00
MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	9/13/83	62.00
MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	9/12/83	55.00
MICHAEL	POLICE OFFICER	CENTRAL INVESTIGATION UNIT	3/04/83	135.00
MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/14/83	113.10
MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/11/83	54.00
MICHAEL	POLICE OFFICER	SPECIAL OPERATIONS GROUP--NORTH	9/10/83	75.00
MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	9/15/83	191.00
MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/09/83	77.50
MICHAEL	POLICE OFFICER	FIFTH DISTRICT	9/19/83	111.30
MICHAEL	POLICE OFFICER	SEVENTH DISTRICT	9/26/83	37.00
MICHAEL	POLICE OFFICER	SIXTH DISTRICT	9/17/83	92.50
MICHAEL	POLICE OFFICER	THIRD DISTRICT	9/11/83	141.50
MICHAEL	POLICE OFFICER	RECRUIT TRAINING	9/12/83	113.00
MICHAEL	POLICE OFFICER	SIXTH DISTRICT	9/04/83	123.70
MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	9/02/83	92.00
MICHAEL	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/19/83	253.00
MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	9/22/83	99.00
MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/08/83	54.00
MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	9/02/83	191.00
MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	9/12/83	105.00
MICHAEL	POLICE OFFICER	SIXTH DISTRICT	9/04/83	142.00
MICHAEL	POLICE OFFICER	PUBLIC TRANSPORTATION--MASS TRA	9/24/83	109.00
MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	9/26/83	124.00

CITY OF COLUMBIA
CITY COUNCIL MEETING

COUNCIL MEETING OF 12/21/83

REGULAR MEETING

NAME	EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE	WAGE
WELSH	PORT	POLICE OFFICER	LIGHTHOUSE DISTRICT	9/21/83	70.75
WILLIAMS	FORWARD J	POLICE OFFICER	THIRTEENTH DISTRICT	9/16/83	76.00
WILLIAMS	LOGAN	POLICE OFFICER	ELEVENTH DISTRICT	9/30/83	346.00
WILLIS	CRIST L	POLICE OFFICER	FIFTH DISTRICT	9/29/83	232.00
WIS	BRADICE	POLICE OFFICER	SECOND DISTRICT	9/23/83	268.00
WIS	REYNOLDS	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/02/83	43.75
WIS	PLUM L	POLICE OFFICER	SIXTH DISTRICT	9/04/83	142.50
WRIGHT	JYCE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/01/83	54.00
WELSH	THOMAS F	PARAMEDIC	AMBULANCE 4	7/31/83	344.00
WELSH	ROYAL J	FIREFIGHTER	TRUCK 2	5/13/80	230.00
WELSH	ROBERT	FIREFIGHTER	TRUCK 12	10/24/82	214.00
WELSH	OLIVER	FIREFIGHTER	ENGINE COMPANY 75	2/25/83	226.00
WELSH	JONES	LIEUTENANT	ENGINE COMPANY 9	4/19/83	2691.40

(Continued from page 4329)

The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third Party Order printed on page 4333
of this Journal.]

**Resolution Authorized Concerning Reduction in Chicago Employer's
Expense Tax.**

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

WHEREAS, It has become necessary to increase the Employer's Expense Tax to \$5.00 for each employee of an employer of 15 or more individuals in order to balance the budget of the City of Chicago for the year 1984; and

WHEREAS, This tax creates an undesirable burden for the affected Chicago businesses; and

WHEREAS, The City of Chicago is entitled to, and will make an effort to receive a more equitable share of state revenues; now, therefore,

Be It Resolved by the Mayor and the City Council of the City of Chicago that should the City of Chicago be successful in acquiring additional revenue from the State of Illinois amounting to four million dollars, apart from any unanticipated revenue shortfalls or expenditure overruns, the Mayor and the members of the City Council declare their intention to reduce the Employer's Expense Tax to \$4.00 per employee on or about July 1, 1984.

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

COMMITTEE ON AVIATION.

**Authority Granted for Hangar and Hangar Site Lease
Agreement Between City and Sears, Roebuck
and Co. at Chicago Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, December 21, 1983.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on October 20, 1983) authorizing the Mayor to execute and the City Clerk to attest and affix the corporate seal of the City of Chicago to the Hangar and Hangar Site Lease Agreement between the City of Chicago and Sears, Roebuck and Company at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance with said agreement, as amended, attached thereto, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

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

(Continued on page 4334)

December 28, 1983

REPORTS OF COMMITTEES

4333

CITY OF CHICAGO
CITY COUNCIL MEMBERS
COUNCIL MEETING OF 12/29/83
THIRD PARTY GROUPS

REPORT DATE: 12/27/83
BY: 60545-26076

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INURED	VOUCHER TOTAL
BEACH	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	6/22/83	276.14.67
CASARHOA	POLICE OFFICER	NINTH DISTRICT	9/30/83	35.00
COLE	POLICE OFFICER	SEVENTH DISTRICT	9/09/83	150.51
CRADY	POLICE OFFICER	ELEVENTH DISTRICT	3/05/83	34.01
DAY	POLICE OFFICER	SIXTH DISTRICT	9/06/83	265.23
DOYLE	POLICE OFFICER	SECOND DISTRICT	9/10/83	143.03
DEASHIRA	POLICE OFFICER	CANINE UNIT	9/23/82	54.03
CARH	POLICE OFFICER	THIRD DISTRICT	9/23/83	92.89
GUTSCHI	POLICE OFFICER	EIGHTEENTH DISTRICT	9/15/83	55.00
HARLES	POLICE OFFICER	FIFTH DISTRICT	9/08/83	197.80
MCCLINTON	POLICE OFFICER	THIRD DISTRICT	1/24/83	257.05
MCCLINTON	POLICE OFFICER	FIFTEENTH DISTRICT	9/12/83	75.00
MCCLINTON	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/83	175.00
MILLER	POLICE OFFICER	SEVENTEENTH DISTRICT	9/11/83	134.78
OLSEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	9/20/83	142.03
PARISI	POLICE OFFICER	EIGHTEENTH DISTRICT	9/21/83	213.26
PERKINS	POLICE OFFICER	THIRD DISTRICT	9/16/83	79.00
PLESANSKI	POLICE OFFICER	FOURTEENTH DISTRICT	9/15/83	339.03
RADJ	POLICE OFFICER	ELEVENTH DISTRICT	7/18/82	179.00
RETO	POLICE OFFICER	EIGHTEENTH DISTRICT	9/36/83	64.24
REITER	POLICE OFFICER	THIRD DISTRICT	9/16/83	79.00
RODIN	POLICE OFFICER	NINTH DISTRICT	9/30/83	214.51
SARAVIA	POLICE OFFICER	NINTH DISTRICT	7/31/82	1625.03
SOBULITZ	POLICE OFFICER	ELEVENTH DISTRICT	9/23/83	113.03
SERIO	POLICE OFFICER	SIXTEENTH DISTRICT	5/22/83	2309.24
SIMPSON	POLICE OFFICER	FIFTEENTH DISTRICT	9/19/83	173.00
SILVER	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/23/83	50.01
SOLTYSKI	POLICE OFFICER	ENFORCEMENT SECTION	7/24/83	35.91
STATER	POLICE OFFICER	FIFTH DISTRICT	9/30/83	137.63
THOMAS	POLICE OFFICER	SEVENTH DISTRICT	5/27/83	419.03
TURNER	POLICE OFFICER	EIGHTH DISTRICT	4/02/83	35.01
WALSH	POLICE OFFICER	SEVENTEENTH DISTRICT	9/25/83	323.03
WICK	POLICE OFFICER	ENGINE COMPANY 117	9/29/83	233.01
BERNARD	FIREFIGHTER	ENGINE COMPANY 46	4/02/83	113.74
DUFFY	PARAMEDIC	AMBULANCE 46	1/13/83	75.00
LYMAN	PARAMEDIC	AMBULANCE 36	9/29/83	213.01
SIMPSON	BATTALION CHIEF	BATTALION 13		

(Continued from page 4332)

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

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

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. A Hangar and Hangar Site Agreement between the City of Chicago and Sears, Roebuck and Company, in the form attached hereto, for the lease of certain premises at Chicago Midway Airport, is hereby authorized and approved. The Mayor is authorized to execute said Hangar and Hangar Site Agreement on behalf of the City, and the City Clerk is authorized and directed to attest the same and affix thereto the corporate seal of the City.

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

[Hangar and Hangar Site Agreement printed on
pages 4335 thru 4352 of this Journal.]

**Execution of Agency and Participation Agreement Authorized
Between City and State for Improvements at
Chicago Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, December 21, 1983.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, under date of September 30, 1983 (which was referred on October 12, 1983) authorizing the Mayor to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Amended Agency and Participation Agreement between the City of Chicago and the State of Illinois (copy attached), as it relates to--

Federal Assistance Airport Project
Federal Project Number 3-17-0025-03
Illinois Project Number _____

for Chicago Midway Airport improvements, subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance with said agreement attached thereto, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

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

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

(Continued on page 4353)

HANGAR AND HANGAR SITE AGREEMENT
BETWEEN THE CITY OF CHICAGO AND
SEARS, ROEBUCK AND CO.

THIS AGREEMENT, made this 1st day of July, 1983 by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as "Landlord" or "City") and SEARS, ROEBUCK AND CO., a corporation organized and existing by virtue of the laws of the State of New York (hereinafter referred to as "Tenant"):

WITNESSETH:

That Landlord, for and in consideration of the covenants and agreements hereinafter contained, and made on the part of Tenant, does hereby demise and lease to Tenant the premises on Chicago Midway Airport, (hereinafter referred to as "Airport", as the Airport is described on Exhibit A attached hereto and by this reference made a part hereof), situated in the City of Chicago, County of Cook, State of Illinois, such premises are described as follows:

All of plat S-10, all of plat S-9, and all of plat S-8, comprising an area 616.55 feet in width (running due east on a west to east axis from a western boundary which lies parallel to and at a distance of 40 feet from the extended centerline of South Laramie) and 280.50 feet in depth (on a north-south axis from a southern boundary which lies parallel to and at a distance of 33 feet from the centerline of west 63rd Street), totaling approximately 172,942 square feet.

as all designated on Exhibit "B" attached hereto and by this reference made a part hereof, subject to a reservation of easement rights by Landlord for the installation, maintenance, repair, and replacement, if necessary, of such public utilities or Federal Aviation Administration installations as may now traverse the demised premises, or as may be necessary to be installed during the term hereof. After said work is completed, Landlord shall restore the premises to its original condition.

Tenant agrees to lease, under the same rental rate applicable to the parcel described hereinabove, any additional ramp area immediately to the north of and contiguous to the present 616.55 feet northern lease line, when such additional square footage becomes available as a result of the utilization of a newly defined east/west taxiway north of the present taxiway. Said additional ramp area shall not exceed 12,000 square feet, and shall be leased for the same amount of time and under the same terms and conditions as herein provided. Tenant further agrees to surrender, upon 30 days written notice, any ramp area bordering the taxiway should the Federal Aviation Administration mandate a permanent increase in the obstacle free area relative to the centerline of the taxiway, with a corresponding decrease in rent.

TO HAVE AND TO HOLD the same pursuant to the terms of this agreement for twenty years commencing on the 1st day of July, 1983 and expiring on the 30th day of June, 2003.

In consideration of said demise and covenants and agreements hereinafter expressed, it is covenanted and agreed as follows:

ARTICLE I

NATURE OF TENANCY

Landlord hereby grants to Tenant the privilege of constructing and operating a hangar and other improvements at the airport for storage and maintenance of its own corporate aircraft and for storage of the aircraft of any subtenants approved by the City Council of the City of Chicago. Landlord also hereby grants to Tenant the privilege of installing and maintaining its own fuel farm on the demised premises.

In connection therewith Tenant is granted the exclusive use of the demised premises, subject to the terms and provisions hereof and to rules and regulations promulgated by Landlord, (which rules and regulations shall not interfere with Tenant's use of the premises as set forth in Article I) for the foregoing privileges and for the operation of related administrative offices, for loading, unloading of trucks, parking of automobiles of its own or its subtenants employees and of others having business with Tenant or subtenants and for no other purpose whatsoever.

Landlord covenants that the premises are properly zoned for the uses described in Article I, and that access is provided from the demised premises to all of the runways at the Airport, and to the public streets. If, at any time, Tenant is prohibited, for more than 30 days, by any governmental authority, from using the demised premises as described in Article I, or if it loses access to the Airport runways or public streets, for more than 120 days, then Tenant shall have the right to immediately terminate this agreement and payment to Tenant of the unamortized cost of the improvements as provided in ARTICLE VII hereof shall apply.

ARTICLE II

RESTRICTIONS OF OTHER STATUTES AND AGREEMENTS

This agreement shall be subject and subordinate to any existing or future Federal or State statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation or maintenance of said Airport. This agreement shall likewise be subject, to any lease or agreement which Landlord has or may hereafter have with others for the operation of restaurant facilities at the Airport, so long as it does not interfere with Tenant's use of the premises as set forth in Article I.

ARTICLE III

RENEGOTIATION AND RIGHT OF FIRST REFUSAL

If Tenant shall desire to negotiate a new agreement with Landlord and to extend its leasehold rights for ten more years, Tenant shall notify Landlord in writing of its intention to re-lease the hangar and hangar site no less than one year and no more than two years prior to the expiration of the initial term of this agreement. Following such notification Landlord shall

prepare a proposal with the terms and conditions upon which the demised premises are to be released and submit it to Tenant at least nine months prior to the expiration of this agreement. Tenant shall have sixty days after receipt of the Landlord's proposed new lease to accept or reject the offer. If the offer is not accepted within the sixty day period, Landlord may offer the property to others upon the same terms and conditions as those offered Tenant. Landlord agrees, however, that for ninety days after the expiration of this agreement, it will not enter into an agreement with any other private party containing terms and conditions differing from those last submitted to Tenant.

In any event, any proposed new agreement must be submitted to the City Council of the City of Chicago for approval.

ARTICLE IV

RENTALS, UTILITY CHARGES, FEES AND TAXES

Tenant shall pay to Landlord at the Office of the City Comptroller of the City of Chicago (hereinafter referred to as "Comptroller") for said demised premises ground rent in equal monthly installments, in advance and without set-off of any kind, on the first day of each month of the term of this agreement at the rate of twenty-five cents per square foot of land per year for the years 1 through 5 of the initial term of this agreement, thirty cents per square foot of land per year for the years 6 through 10 of the initial term of this agreement, thirty-five cents per square foot per year for the years 10 through 15 of the initial term of this agreement, and forty-five cents per square foot per year for the years 16 through 20 of the initial term of this agreement.

As additional rental Tenant agrees to pay Landlord each month, in arrears, for each gallon of fuel delivered to its own corporate aircraft, a flowage fee at the rate paid to the Landlord by its Midway Airport fixed base operator(s) on each gallon of aviation fuel sold at retail by them. Landlord shall bill Tenant at the appropriate rate after receiving Tenant's report on fuel usage as provided in Article IX hereinbelow. The flowage fee shall also be payable at the Office of the Comptroller, 121 North LaSalle Street, Room 501 - City Hall, Chicago, Illinois 60602.

Any rental or fees payable by Tenant hereunder which are not paid within five days after notice of non-payment shall bear interest at the rate of ten percent per annum from the due date thereof until paid. If any rental hereunder commences or terminates prior to the last day of any month, such rental for such month shall be determined on a pro rata basis according to the number of days of such month involved.

Tenant shall pay, in addition to ground rental and the charges above specified, all water rates, utility charges, permit and license fees, and taxes and assessments, general and special, if any, levied or assessed upon the demised premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created thereby during the term of this agreement.

ARTICLE V

CONSTRUCTION, ALTERATION AND MAINTENANCE OF HANGAR

Tenant, after securing necessary permits therefor, shall, at its own cost and expense, erect and install on the demised premises structures and improvements at a total capital expenditure of not less than \$3,500,000.00 including architect's and engineer's fees, costs of

plans and specifications, and other costs incidental to such erection and installation. Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works, which approval shall not be unreasonably withheld or delayed. If not specifically disapproved within 20 working days of submission, said plans and specifications shall be deemed to have been approved. Tenant agrees to pay in full, within thirty days of being billed therefor by the City Comptroller, the fee required by the City to review plans and specifications of Tenant prior to issuance of any joint letter of approval by the Commissioners of Aviation and Public Works. The hangar and hangar site improvements shall be completed except for minor punch list items, within twenty-four months of the effective date of this agreement.

During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the hangar and hangar site improvements shall be subject at all times to inspection by Landlord, without additional cost to Tenant. Tenant shall give or cause to be given to the Commissioner of Aviation and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Tenant shall cause all construction work, workmanship, materials and installations to be in full compliance with plans and specifications.

Tenant shall furnish to the Commissioner of Public Works an itemized statement, certified by an authorized officer of the Tenant, showing the total cost of the fixed improvements as described herein, installed and established upon the demised premises, including architects' and engineers' fees, cost of plans and specifications and other costs incidental to said construction and installation, within sixty days after the completion of the construction thereof, and shall, if requested by the City, produce copies of all invoices and other records in connection therewith. The Commissioner of Public Works shall review the material and notify the Tenant in writing within sixty days after its receipt whether said itemized statement and supporting invoices or other records meet with this approval, or not, and, in the latter event, in what respect it is deficient; provided, however, that said statement shall constitute prima facie evidence of the cost shown thereon unless disputed in writing by the City within sixty days following receipt thereof. Upon approval by the Commissioner of Public Works, said costs shall constitute the basis for the amortization contemplated in Articles I and VII; provided, however, that said statement shall be deemed approved in the event the Commissioner of Public Works shall not so notify Tenant within such sixty day period. The books and records of the Tenant relating to the project shall be subject to examination and audit by the Commissioner of Public Works to verify such costs.

Where Landlord has constructed or installed roadways and lines for water, sewerage, electricity, gas and storm drainage in the vicinity of the demised premises, Tenant, at its sole cost and expense, shall have the right to continue to construct, or have constructed or installed such roadways, lines and facilities and to connect the same to water supply and sewage lines, and to receive all necessary utilities and services, provided, however, that Tenant shall be responsible for securing or cause to have secured all necessary applications and permits and to pay all necessary application, and permit fees and user charges occasioned thereby.

Landlord, covenants to continue and maintain all lines for water, sewerage and drainage which connect with the premises, and to provide public roads onto which access can be had.

Upon completion of the hangar and hangar site improvements it shall thereafter not be enlarged or otherwise modified without in each case the consent in writing of the Commissioner of Aviation and the Commissioner of Public Works first had and obtained, which consent shall not be unreasonably withheld or delayed, and the other necessary permits received therefor.

Tenant shall at all times throughout the term hereof maintain the hangar and hangar site improvements and all other portions of the demised premises in good and serviceable condition and repair, reasonable wear and tear, acts of God and other unavoidable casualties excepted.

Tenant shall keep the demised premises and the hangar, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof, by Tenant; provided, however, that Tenant may in good faith contest the validity of any lien.

ARTICLE VI

ILLUMINATION, SIGNS, INSPECTION BY LANDLORD

Tenant shall illuminate the apron in front of the hangar and shall also install, maintain, and operate such obstruction or warning lights on structures in or constituting part of the demised premises as may from time to time be required to conform to Federal Aviation Administration standards or to conform to standards prescribed by any other governmental agency having jurisdiction.

Tenant shall not install, erect or place, or permit others to so do, any illuminated signs, placards, displays or other advertising media on the hangar or elsewhere on Airport, without the prior written consent of the Commissioner of Aviation, which shall not be unreasonably withheld or delayed.

Landlord, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary to inspect the demised premises and (without any obligation so to do) to enter thereon to direct Tenant to make the repairs described in Article V hereof.

ARTICLE VII

TITLE, COST OF FIXED IMPROVEMENTS AND AMORTIZATION

Title to the hangar upon and the hangar site improvements to the demised premises and to any and all subsequent alterations, modifications, and enlargements shall upon completion thereof vest in City.

In the event that the entire demised premises or such part thereof as will substantially impair tenants ability to use the premises for the purposes specified in this agreement, are required for Airport purposes or any other purposes prior to the expiration of this agreement,

the Commissioner of Aviation may, upon 120 days advance written notice to the Tenant direct Tenant to vacate the same and this agreement shall terminate. Landlord, within sixty (60) days after Tenant's removal therefrom, will pay to Tenant the unamortized portion of the cost of the permanent structures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date of the initial term hereof.

ARTICLE VIII

ACCESS, INGRESS, EGRESS, CONDUCT OF OPERATIONS

Landlord hereby grants to Tenant the right of access and ingress to and egress from the demised premises to the taxiway and to the public streets by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided that such rights of access, ingress and egress are at all times exercised in conformance with any City of Chicago ordinances and all regulations promulgated by Landlord or the Commissioner of Aviation or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

The operations of Tenant and its employees shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others at the Airport. Landlord shall have the right to complain to Tenant as to the demeanor, conduct, or appearance of Tenant's employees, whereupon Tenant will take all steps necessary to remove the cause of the complaint.

Tenant and its employees, invitees, and those doing business with it shall have no right hereunder to park vehicles upon the Airport premises, other than in places demised to Tenant and pursuant to this agreement, or except in regular parking areas upon payment of regular charges therefor.

ARTICLE IX

LANDING FEES, RECORDS AND REPORTS

Tenant shall pay the current landing fees in effect at Chicago Midway Airport, Chicago-O'Hare International Airport or at Merrill C. Meigs Field, for each landing at such airport.

For its own corporate aircraft parked upon the demised premises Tenant shall not pay any parking fee.

Tenant agrees that it shall keep and maintain records of its monthly traffic statistics covering its aircraft operations at Chicago Midway Airport, Chicago-O'Hare International Airport and Merrill C. Meigs Field, in form as approved by the Commissioner, and shall submit this form, signed by the Department Manager, by the 10th day of the month following the month of report to the City Administrative Office at the Airport.

Tenant further agrees to keep and maintain records of all aviation fuel delivered into its corporate aircraft, submitting a report to the Comptroller by the 10th day of each month of the number of gallons used during the preceding month, copy of which shall go to the Commissioner after being verified by an officer of Tenant.

Landing fees shall not be assessed for any landing of an aircraft returning to the airport from which it took off because of meteorological conditions, mechanical or operating causes, or any similar emergency or cautionary reason.

ARTICLE X

ABATEMENT OF RENT

Tenant shall not be obligated to operate the demised premises or to pay rent therefor during any time when all of the demised premises shall be untenable as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents. In the event the demised premises are partially untenable, as determined solely by the Commissioner of Aviation, through no fault or negligence of Tenant, its employees and agents, Tenant shall not be obligated to operate such part of the demised premises and the ground rent shall be proportionately and equitably abated. In the event that the Airport shall be closed for any period of time in excess of five days by any order or direction of Landlord other than for weather or for normal maintenance and repair, or by any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the ground rental shall abate for the period of such closing.

ARTICLE XI

INSURANCE REQUIREMENTS

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance of the following types and in not less than the following amounts, in connection with Tenant's use and occupancy of the Airport, the hangar and the hangar site improvements.

1. General liability insurance with bodily injury and property damage limits of liability of \$5,000,000 per occurrence, including contractual liability coverage endorsed to include the indemnity agreement in Article XIII hereof.
2. Worker's compensation (and occupational disease) providing statutory benefits under the Law of Illinois, and employer's liability insurance with limits of liability thereunder of \$500,000.
3. Aircraft public liability and property damage insurance with limits of liability of \$5,000,000 per occurrence.
4. During the course of construction of the improvements provided for herein, owners protective liability insurance in Tenant's name with limits of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.

Tenant shall furnish to Comptroller certificates evidencing such insurance coverage with the City of Chicago as an additional insured, as its interest may appear.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance upon the buildings and improvements (1) for the replacement cost of the improvements (except as provided below), (2) covering such hazards as are insured against by fire and extended coverage insurance upon improvements of similar character, and (3) the proceeds of which will be disbursed in accordance with this agreement and the customary terms of the customarily available fire insurance policy. Tenant shall furnish to Comptroller certificates evidencing such insurance coverage within 10 days after the effective date of this agreement.

In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of this agreement.

Tenant shall, before commencing construction of the hangar or hangar site improvements, furnish to Comptroller a Performance Bond in form similar to City Form No. P.W.O. 62 in the full amount of the hangar or hangar site improvement contract with sureties satisfactory to said Comptroller.

It is agreed that Tenant may at its option provide evidence of self insurance for any and all coverage including the aforementioned Performance Bond and in the amounts prescribed hereinabove in lieu of insurance policies issued by responsible insurance companies.

ARTICLE XII

DAMAGE TO OR DESTRUCTION OF PREMISES

If at any time during the term of this agreement the demised premises shall be damaged or destroyed in whole or in part by fire or by any other peril or perils for which insurance proceeds are or under this agreement should have been payable, Tenant shall, with all reasonable dispatch after such damage or destruction, cause plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property (in accordance with the original design, subject to such modifications thereof as may be approved by the Commissioner of Public Works and Commissioner of Aviation, whose approval shall not be unreasonably withheld) to be prepared by a firm of architects selected by the Tenant and approved by the Commissioner of Aviation (which approval shall not be unreasonably withheld). The plans and specifications for such work (except for emergency repairs) shall be submitted to and receive the approval of the Commissioner of Aviation and the Commissioner of Public Works prior to the commencement of such work. Upon approval of the plans and specifications for such work as aforesaid and receipt by Tenant of insurance recovered on account of such damage or destruction, Tenant shall, with reasonable diligence, proceed, except for unavoidable delays, to repair, restore, replace or rebuild, in accordance with the approved plans and specifications, the buildings, structures or other improvements so damaged or destroyed as nearly as possible to their condition immediately prior to such damage or destruction.

In the event the architects referred to in the foregoing paragraph certify to the Commissioner of Aviation that the insurance proceeds are insufficient to repair, replace or reconstruct the hangar and hangar site improvements substantially to the same condition they were prior to the fire or other casualty, Tenant, at its option, may upon written notice terminate its tenancy under this agreement. In such case the insurance proceeds shall be paid to Landlord. Tenant, at its expense, upon notice to do so by Landlord, shall demolish the remaining improvements and clear the debris. If Tenant fails to exercise such right to terminate its tenancy, it shall repair, replace or reconstruct the hangar and hangar site improvements regardless of the sufficiency of insurance proceeds for such purpose.

Except in the case provided in the foregoing paragraph, in which Tenant may choose to terminate its tenancy, all insurance proceeds recovered on account of damage or destruction to hangar and hangar building contents are to be applied and disbursed as follows:

1. To pay or reimburse the Tenant for all expenses incurred in connection with the adjustment or collection of such loss.
2. To pay or reimburse the Tenant for all costs and expenses incurred in connection with the preparation of the aforesaid plans, specifications and estimates of cost for repairing, replacing or restoring the damaged or destroyed property.
3. To pay or reimburse the Tenant for the costs and expenses of such work as the same progresses so that the demised premises shall at all times be free from liens for any labor, services or materials performed, furnished or delivered in connection with such work.
4. Of the balance, if any, of the insurance proceeds, exclusive of interest, remaining after payment in full of all of the above described prior charges, Tenant shall pay to the Landlord such proportion thereof as the number of full Lease Years immediately preceding the Lease Year in which such damage or destruction shall occur bears to the term of the agreement, and the balance of any such remaining proceeds shall be retained by Tenant.

ARTICLE XIII

INDEMNITY

Tenant shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against all claims and liabilities of and to third persons, excluding claims and liabilities resulting from the primary or active negligence of the City, its officers, agents and employees, arising out of the use or occupancy of the premises by Tenant or others with its consent or out of any other acts or omissions of Tenant, its officers, agents and employees, on the premises or elsewhere on the Airport. In the event any claim is made or action brought which is covered by the foregoing indemnity the City shall give prompt written notice of the same to Tenant and, if requested, Tenant shall attend to the defense of the same. The City shall not take any action, including settlement or compromise, which may in any manner adversely affect Tenant's ability to defend against any such claim or action, and if the City desires to defend itself without waiving its rights under the foregoing indemnity it shall do so at its own expense and Tenant shall be allowed to participate, at its expense, in the defense.

ARTICLE XIV

APPLICABLE, LAWS, ORDINANCES, RULES AND REGULATIONS

Tenant, its officers, agents, employees, and any other persons over which Tenant has control, shall comply with all lawful rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or of the demised premises as may from time to time be promulgated by Landlord in the interests of health, safety, sanitation and good order which are not inconsistent with applicable rules and regulations of any Federal, State or local governmental body having jurisdiction with respect thereto.

Tenant shall at all times faithfully obey and comply with all lawful present and future laws and ordinances of Federal, State or local governmental bodies and rules and regulations lawfully promulgated thereunder, whether or not of the type enumerated, applicable to, or affecting Tenant and its operations and activities in the demised premises or elsewhere at the Airport not inconsistent with the provisions of this agreement.

ARTICLE XV

LEGAL TRANSFER OF TENANT INTEREST, PEACEFUL POSSESSION

Tenant shall not assign, transfer, mortgage or pledge this agreement or the leasehold interest created therein, nor sublet the use of the premises or any part thereof, without the approval of the City Council of the City of Chicago, nor permit any transfer by operation of law of its interest created thereby. In the event of such assignment the right to self-insure provided in this agreement shall cease to be effective, except if Tenant retains any obligations hereunder.

In the event an assignment or sublease of the aforesaid premises or any part thereof, is approved by the City Council, under no circumstances shall the income derived by Tenant therefrom exceed the amount of a proportionate share of Tenant's obligations and expenses, under the terms of this agreement, plus an additional amount not to exceed 10% of such total income to cover administration and risk burdens of Tenant.

It is expressly understood and agreed that the only activity which Tenant may conduct on or from the demised premises, directly or indirectly, alone or through others, is only as authorized under the terms of this agreement.

This agreement does not constitute either party the agent or representative of the other for any reason whatsoever.

Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the premises or space leased exclusively to it during the term of letting thereof unless such term shall cease, close or expire sooner or shall be terminated as provided in this instrument.

ARTICLE XVI

EQUAL OPPORTUNITY

Tenant, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Tenant agrees to post in conspicuous places, on the premises hereof, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965, Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*; and all amendments to those statutes and executive orders and regulations of the United States Departments of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 and 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29 Sections 17 to 24 inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

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

NON-DISCRIMINATION IN THE USE OF THE PREMISES BY TENANT

This agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and thereby involves activity which services the public.

Tenant, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation Regulations.

PROHIBITION AGAINST EXCLUSIVE RIGHTS

It is hereby specifically understood and agreed that nothing herein contained shall be construed to authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended, and the Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

NON-DISCRIMINATION IN FURNISHING SERVICES

The Tenant agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided, that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types or price reductions to volume purchasers.

AFFIRMATIVE ACTION

Tenant assures that it will undertake affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XVII

PROHIBITION AGAINST FILING

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Tenant or any one acting for Tenant and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement. Notwithstanding the foregoing, either party may record a "short form" or memorandum of this Agreement.

ARTICLE XVIII

TERMINATION BY LANDLORD

In any of the following events which shall constitute "events of default", Landlord shall have the right at Landlord's election, immediately to terminate this agreement, or to terminate Tenant's tenancy hereunder:

- A. Tenant shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen or more days after written notice thereof shall have been given to Tenant.

- B. Tenant shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and such adjudication be not stayed or vacated within ninety days thereafter, or the interest of Tenant under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Tenant; or in the event that a Receiver or Trustee shall be appointed for Tenant or the interest of Tenant under this agreement, and such appointment has not been vacated within ninety (90) days thereafter.
- C. Tenant shall vacate or abandon said premises, or shall permit the same to remain vacant or unoccupied without the consent of Landlord first had and obtained.
- D. Tenant shall fail to observe any other provision of this agreement after thirty days written notice given by Landlord of such failure, or, if such failure cannot be cured within 30 days through no fault of Tenant, Tenant shall have such further time as is reasonably necessary to cure.

ARTICLE XIX

DEFAULT

Upon the occurrence of any one or more of the events of default specified, in Article XVIII, Tenant's right to possession of the demised premises shall at the option of Landlord terminate and Tenant shall surrender possession thereof immediately. In such event Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Tenant or any other person who may be occupying the said premises, or any part thereof, and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary; and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor waiver of any covenant, agreement or promise in said lease contained, to be performed by Tenant. Tenant shall make no claim of any kind against Landlord, its agents and representatives by reason of such termination or any act incident thereto.

At its option, Landlord may terminate this agreement for any uncorrected event of default. Landlord in any case may sue for and recover all damages and rent accrued or accruing under this agreement or arising out of any breach thereof.

Landlord may, if it so elects, pursue any other remedies provided by law for the breach of this agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

The acceptance of rent by Landlord, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Landlord's right to act or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof shall not be deemed to be waived, released or terminated by the service of any five day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the demised premises. Landlord may collect and receive any rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

ARTICLE XX

TERMINATION OF AGREEMENT

Upon termination of this agreement by lapse of time or otherwise as herein provided, Tenant agrees to surrender the demised premises and the hangar and improvements situated thereon in good condition and repair, normal wear and tear excepted, without the receipt of any demand for rent, notice to quit or demand for possession whatsoever.

Tenant shall be entitled during the term of this agreement and for fifteen calendar days after termination thereof, to remove from the premises any and all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this agreement, subject, however, to any valid lien Landlord may have thereon for unpaid rentals or other amounts payable by Tenant to Landlord, and provided that Tenant shall have repaired all damage resulting from said removal.

Tenant shall be deemed to have abandoned to Landlord any of said equipment or property of Tenant which it has failed to remove from said premises within the aforesaid fifteen calendar days after the end of the period of this agreement or effective date of termination thereof, unless Landlord shall grant in writing a further period for this purpose.

ARTICLE XXI

NOTICES

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Notices to the Landlord provided for herein shall be sent by registered or certified United States Mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Room 1111, Chicago, Illinois 60602, and notices to Tenant provided for herein shall be sent by registered or certified United States mail, postage prepaid, addressed to Tenant, SEARS, ROEBUCK AND CO., Sears Tower, Chicago, Illinois, 60684, attention: National Manager, Corporate Property Operations, Department 931, or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time, and such notices shall be deemed to have been given when so sent.

This agreement consisting of Articles numbered I to XXI inclusive and exhibits lettered A and B constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon such agreement that are not set forth herein at length.

Execution of this agreement authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under their respective seals on the day and year first above written.

CITY OF CHICAGO
a municipal corporation

By _____
Mayor

ATTEST:

City Clerk

APPROVED:

City Comptroller

Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

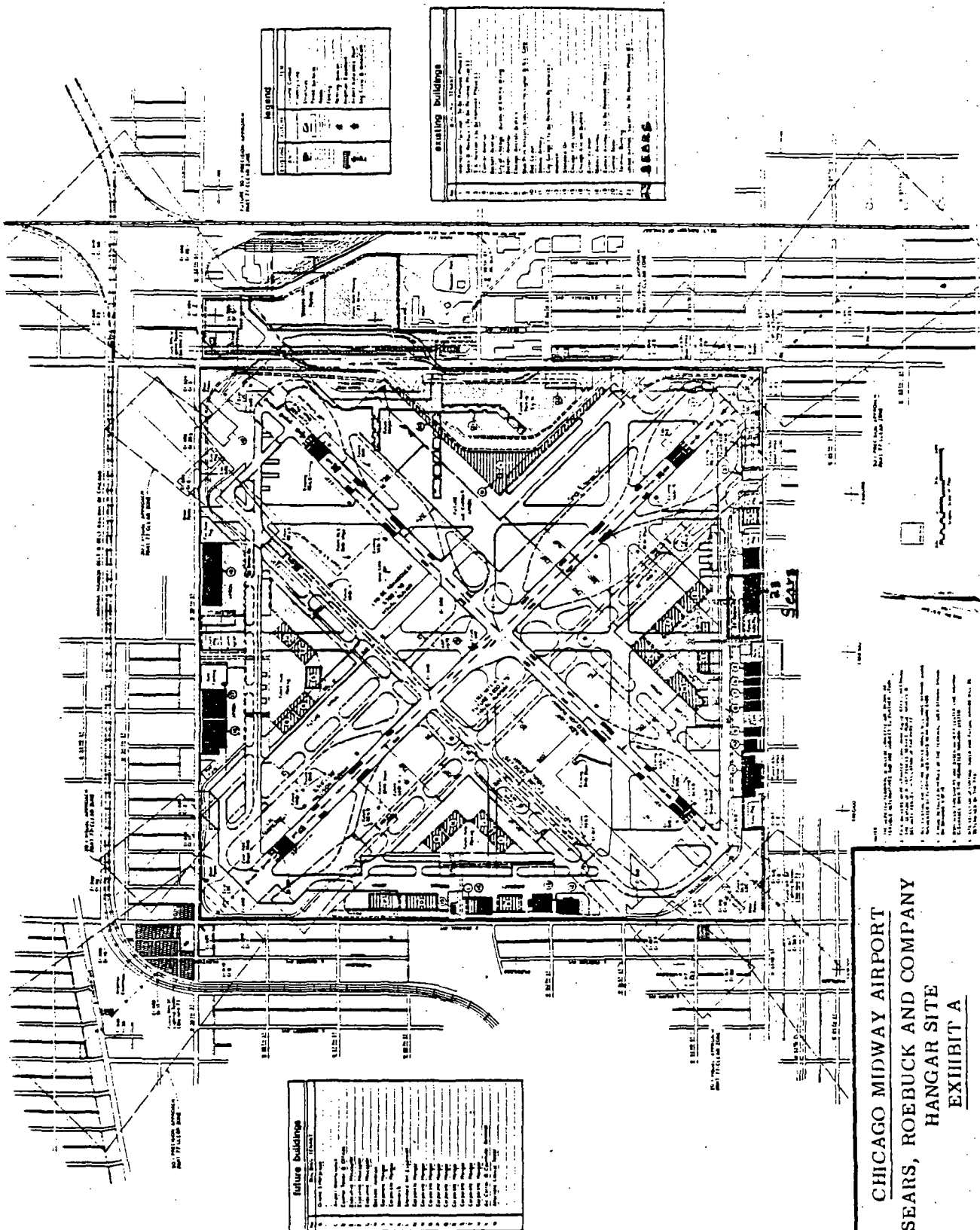
Assistant Corporation Counsel

SEARS, ROEBUCK AND CO.
a New York corporation

By _____

ATTEST:

Secretary



(Continued from page 4334)

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

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel, said agreement to be in the attached form:

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

WITNESSETH:

Whereas, the Municipality has undertaken the improvement and betterment of a public navigation facility, known as Chicago Midway Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982; and

Whereas, the Municipality desired to sponsor a project for the future development of said Chicago Midway Airport to be known as Project Number 3-17-0025-03, Illinois Project Number _____; under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the project is more specifically described as the aviation easements and land reimbursement; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0025-03 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of Seven Million Three Hundred Thirty-nine Thousand Eight Hundred Sixty-one Dollars (\$7,339,861.00); and

Whereas, the Division has had appropriated to it certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

Whereas, the Municipality has requested assistance of the Division in making up the amount of, and payment of the non-Federal share of the costs and expenses of said project, and to act as its agent in certain matters connected therewith; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Eight Million One Hundred Fifty-five Thousand Four Hundred One Dollars (\$8,155,401.00) the Division hereby agrees, with the approval of the Governor, to participate in the project, for payment of such project costs as are not barred by Section 34 of Illinois Aeronautics Act, from funds appropriated to the Division by and under Section 16, House Bill 439 of the 82nd General Assembly provided that, in the event said funds appropriated lapse or expire due to time limitations, then payment of project costs shall be made by the Division from reappropriated funds from that appropriation under and by virtue of subsequent Public Acts enacted by the same or succeeding General Assembly of the State of Illinois. The amount of participation will be as follows: on project costs eligible for ninety percent (90%) F.A.A. participation, the Division will participate up to five percent (5%). Subject to the approval of the Governor, the State will participate equally with the City to the extent of the aforesaid percentages in all allowable and justifiable overruns, but in no event shall the Division's financial participation in the overruns and contingencies cost cause the total amount

of the sponsors participation in the overall project to exceed \$407,770. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division, which shall be in excess of the percentage State financial participation hereinabove provided for.

Payments to the Contractors and/or Engineer shall be made by the Municipality from time to time on the basis of invoices for work performed submitted to and approved by the Chief Engineer. The Division shall reimburse the Municipality for payments to the Contractors and/or Engineers for work performed, provided that the Division's obligation to reimburse the Municipality shall not exceed total Federal and State participation, and provided further that ten percent (10%) of the total Federal and State participation shall be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractors and/or Engineer are complied with.

However, the Municipality specifically agrees that in any event it will pay on the project cost any amount by which the total of actual project costs may and shall exceed the sum of the State funds as are herein committed and the Federal funds granted to or allowed and paid on project costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise in order to complete the work called for by the project Grant Agreement with the United States and the Project Plans and Specifications as the same may, with the express consent and approval of the Municipality, be amended, changed, modified, or supplemented--subject, however, and only, to the limitations as to revenue raising and restrictions on bonded indebtedness imposed by State statutes and constitution.

9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.
15. In the event that the Municipality is unable to or does not diligently pursue the project to the completion of a usable facility, then the Municipality shall reimburse the Division for any funds expended by virtue of this agreement.
16. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

17. It is understood by the Municipality that in the event the Municipality should be determined to be in default of any of its obligations under this Agreement, the Division may refuse to fund or program any additional projects until such time as this project has been satisfactorily completed.
18. The Municipality agrees to keep complete and adequate books and records relating to the Project described in this Agreement and all books and records should be open to inspection and examination by the Division or the Federal Aviation Administration (if applicable) at all reasonable times.
19. The Municipality does hereby agree to maintain and keep operational this public air navigation facility throughout the useful life of the facility for the use and benefit of the public for a period not less than twenty (20) years from the date of execution of this agreement. Any breach of these conditions on the part of the Sponsor may result in the suspension or termination of, or refusal to provide State assistance under future programs, or such other action which may be necessary to enforce the rights of the State of Illinois under this agreement.
20. The Municipality agrees to construct and complete a useful and usable facility in accordance with the latest approved Layout Plan within a specified period based on anticipated need.
21. The Municipality agrees not to dispose of airport land by sale or lease without consent and approval of the Division and the F.A.A.
22. In the event approval is given to dispose of airport land, the Municipality agrees to refund the State and Federal share of the acquisition cost or the fair market value of the land at the time of sale, whichever is greater, based upon the percent of participation in the original purchase.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

**Execution of Agency and Participation Agreement Authorized
Between City and State for Improvements at Chicago
Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, December 21, 1983.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, under date of September 15, 1983 (which was referred on September 28, 1983) authorizing the Mayor to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an amended agency and participation agreement between the City of Chicago and the State of Illinois (copy attached), as it relates to-

Federal Assistance Airport Project
Federal Project Number 6-17-0025-06
Illinois Project Number 82A-12-920,

for Chicago Midway improvements, subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance with said agreement attached thereto, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

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

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

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

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Amended Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form:

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

WITNESSETH:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago-Midway Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1970 (Amended 1976); and

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago-Midway Airport to be known as Project Number 6-17-0025-06, Illinois Project Number 82A-12-920; under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the project is more specifically described as the aviation easements and land reimbursement; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 6-17-0025-06 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of Three Hundred Twenty-seven Thousand Three Hundred Six Dollars (\$327,306.); and

Whereas, the Division has had appropriated to it certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

Whereas, the Municipality has requested assistance of the Division in making up the amount of, and payment of the non-Federal share of the costs and expenses of said project, and to act as its agent in certain matters connected therewith; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government and of the Municipality used or to be used in payments of the costs and expenses as shall have been incurred by the parties hereto or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Three Hundred Sixty-three Thousand Six Hundred Seventy-five Dollars (\$363,675.00); the Division hereby agrees, with the approval of the Governor, to participate in the project, for payment of such project costs as are not barred by Section 34 of Illinois Aeronautics Act, from funds appropriated to the Division by and under Section 16, House Bill 439 of the 82nd General Assembly provided that, in the event said funds appropriated lapse or expire due to time limitations, then payment of project costs shall be made by the Division from reappropriated funds from that appropriation under and by virtue of subsequent Public Acts enacted by the same or succeeding General Assembly of the State of Illinois. The amount of participation will be as follows: on project costs eligible for ninety percent (90%) F.A.A. participation, the Division will participate up to five percent (5%). Subject to the approval of the

Governor, the State will participate equally with the City to the extent of the aforesaid percentages in all allowable and justifiable overruns, but in no event shall the Division's financial participation in the overruns and contingencies cost cause the total amount of the sponsors participation in the overall project to exceed \$13,351. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division, which shall be in excess of the percentage State financial participation hereinabove provided for.

Payments to the Contractors and/or Engineer shall be made by the Municipality from time to time on the basis of invoices for work performed submitted to and approved by the Chief Engineer. The Division shall reimburse the Municipality for payments to the Contractors and/or Engineer for work performed, provided that the Division's obligation to reimburse the Municipality shall not exceed total Federal and State participation, and provided further that ten percent (10%) of the total Federal and State participation shall be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractors and/or Engineer are complied with.

However, the Municipality specifically agrees that in any event it will pay on the project costs any amount by which the total of actual project costs may and shall exceed the sum of the State funds as are herein committed and the Federal funds granted to or allowed and paid on project costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise in order to complete the work called for by the project Grant Agreement with the United States and the Project Plans and Specifications, as the same may, with the express consent and approval of the Municipality, be amended, changed, modified, or supplemented--subject, however, and only, to the limitations as to revenue raising and restrictions on bonded indebtedness imposed by State statutes and constitution.

9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communication required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.
15. In the event that the Municipality is unable to or does not diligently pursue the project to the completion of a usable facility, then the Municipality shall reimburse the Division for any funds expended by virtue of this agreement.
16. This contract shall be and is deemed to be one entered into pursuant to the Illinois

Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

17. It is understood by the Municipality that in the event the Municipality should be determined to be in default of any of its obligations under this Agreement, the Division may refuse to fund or program any additional projects until such time as this project has been satisfactorily completed.
18. The Municipality agrees to keep complete and adequate books and records relating to the Project described in this Agreement and all books and records should be open to inspection and examination by the Division or the Federal Aviation Administration (if applicable) at all reasonable times.
19. The Municipality does hereby agree to maintain and keep operational this public air navigation facility throughout the useful life of the facility for the use and benefit of the public for a period not less than twenty (20) years from the date of execution of this agreement. Any breach of these conditions on the part of the Sponsor may result in the suspension or termination of, or refusal to provide State assistance under future programs, or such other action which may be necessary to enforce the rights of the State of Illinois under this agreement.
20. The Municipality agrees to construct and complete a useful and usable facility in accordance with the latest approved Layout Plan within a specified period based on anticipated need.
21. The Municipality agrees not to dispose of airport land by sale or lease without consent and approval of the Division and the F.A.A.
22. In the event approval is given to dispose of airport land, the Municipality agrees to refund the State and Federal share of the acquisition cost or the fair market value of the land at the time of sale, whichever is greater, based upon the percent of participation in the original purchase.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively here-after set forth.

[Signature forms omitted for printing purposes.]

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

**Execution of Agency and Participation Agreement Authorized
Between City and State for Improvements at
Chicago Midway Airport.**

The Committee on Aviation submitted the following report:

CHICAGO, December 21, 1983.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, under date of September 15, 1983 (which was referred on September 28, 1983) authorizing the Mayor to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Amended Agency and Participation Agreement between the City of Chicago and the State of Illinois (copy attached), as it relates to-

Federal Assistance Airport Project
Federal Project Number 3-17-0025-02
Illinois Project Number _____

for Chicago Midway Airport improvements, subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance with said Agreement attached thereto, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

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

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

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

Nays--None.

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in the attached form:

This Agreement, made and entered into by and between the Department of Transportation, Division of Aeronautics of the State of Illinois (hereinafter referred to as "Division"), for and on behalf of the State of Illinois, party of the first part, and the City of Chicago (hereinafter referred to as "Municipality"), party of the second part.

WITNESSETH:

Whereas, the Municipality has undertaken the improvement and betterment of a public air navigation facility, known as Chicago Midway Airport and pursuant thereto has sponsored various projects under the Airport and Airway Improvement Act of 1982; and

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago Midway Airport to be known as Project Number 3-17-0025-02, Illinois Project Number _____; under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0025-02 and responsive thereto the Federal Government, through the Federal Aviation Administration, has issued to the Municipality a Grant Agreement in the sum of Two Million One Hundred Sixty Thousand Five Hundred Forty Dollars (\$2,160,540.) and

Whereas, the Division has had appropriated to it certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

Whereas, the Municipality has requested assistance of the Division in making up the amount of, and payment of the non-Federal share of the costs and expenses of said project, and to act as its agent in certain matters connected therewith; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to participation by the United States, and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government and of the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, it is mutually covenanted and agreed as follows:

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.
5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and a final inspection report on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designated the Division, as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality.
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work or for any other cause or reason.
 - (b) To accept, receive, receipt for, and deposit with the State Treasurer any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States, through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Two Million Four Hundred Thousand Six Hundred Dollars (\$2,400,600.) the Division hereby agrees, with the approval of the Governor, to participate in the project, for payment of such project costs as are not barred by Section 34 of Illinois Aeronautics Act, from funds appropriated to the Division by and under Section 16, House Bill 439 of the 82nd General Assembly provided that, in the event said funds appropriated lapse or expire due to time limitations, then payment of project costs shall be made by the Division from reappropriated funds from that appropriation under and by virtue of subsequent Public Acts enacted by the same or succeeding General Assembly of the State of Illinois. The amount of participation will be as follows: on project costs eligible for ninety percent (90%) F.A.A. participation, the Division will participate up to five percent (5%). Subject to the approval of the Governor, the State will participate equally with the City to the extent of the aforesaid percentages in all allowable and justifiable overruns, but in no event shall the Division's financial participation in the overruns and contingencies cost cause the total amount of the sponsors participation

in the overall project to exceed \$53,090.00. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division, which shall be in excess of the percentage State financial participation hereinabove provided for.

Payments to the Contractors and/or Engineer shall be made by the Municipality from time to time on the basis of invoices for work performed, submitted to and approved by the Chief Engineer. The Division shall reimburse the Municipality for payments to the Contractors and/or Engineer for work performed, provided that the Division's obligation to reimburse the Municipality shall not exceed total Federal and State participation, and provided further that ten percent (10%) of the total Federal and State participation shall be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractors and/or Engineer are complied with.

However, the Municipality specifically agrees that in any event it will pay on the project costs any amount by which the total of actual project costs may and shall exceed the sum of the State funds as are herein committed and the Federal funds granted to or allowed and paid on project costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise in order to complete the work called for by the project Grant Agreement with the United States and the Project Plans and Specifications, as the same may, with the express consent and approval of the Municipality, be amended, changed, modified, or supplemented--subject, however, and only, to the limitations as to revenue raising and restrictions on bonded indebtedness imposed by State statutes and constitution.

9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained at all times by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Department may require from time to time.
13. Notices, reports or other communications required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provision thereof.
15. In the event that the Municipality is unable to or does not diligently pursue the project to the completion of a usable facility, then the Municipality shall reimburse the Division for any funds expended by virtue of this agreement.
16. This contract shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.

17. It is understood by the Municipality that in the event the Municipality should be determined to be in default of any of its obligations under this Agreement, the Division may refuse to fund or program any additional projects until such time as this project has been satisfactorily completed.
18. The Municipality agrees to keep complete and adequate books and records relating to the Project described in this Agreement and all books and records should be open to inspection and examination by the Division or the Federal Aviation Administration (if applicable) at all reasonable times.
19. The Municipality does hereby agree to maintain and keep operational this public air navigation facility throughout the useful life of the facility for the use and benefit of the public for a period not less than twenty (20) years from the date of execution of this agreement. Any breach of these conditions on the part of the Sponsor may result in the suspension or termination of, or refusal to provide State assistance under future programs, or such other action which may be necessary to enforce the rights of the State of Illinois under this agreement.
20. The Municipality agrees to construct and complete a useful and usable facility in accordance with the latest approved Layout Plan within a specified period based on anticipated need.
21. The Municipality agrees not to dispose of airport land by sale or lease without consent and approval of the Division and the F.A.A.
22. In the event approval is given to dispose of airport land, the Municipality agrees to refund the State and Federal share of the acquisition cost or the fair market value of the land at the time of sale, whichever is greater, based upon the percent of participation in the original purchase.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for
printing purposes.]

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

**COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.**

**Authority Granted for Adoption of Deed of Architectural
Facade Easement and Conservation Right.**

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report:

CHICAGO, December 27, 1983.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation having had under its consideration a communication signed by the Honorable Harold Washington, Mayor of the City of Chicago begs leave to recommend that your Honorable Body *Pass* the proposed ordinance, transmitted herewith:

The adoption of a Deed of Architectural Facade Easement and Conservation Right which is to be entered into between the City of Chicago and the Chicago Title and Trust Company, as Trustee under Trust Agreement dated August 14, 1969, Trust No. 53891, relating to the structure located at 159 North Dearborn Street, commonly known as the Oliver Building.

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

Respectfully submitted,
(Signed) GERALD McLAUGHLIN,
Chairman.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--44.

Nays--Alderman Stone--1.

The following is said ordinance as passed:

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

SECTION 1. The City Council accepts, approves and adopts the recommendation of the Commission on Chicago Historical and Architectural Landmarks, that the City of Chicago accept the grant of deed of the Architectural Facade Easement and Conservation Right, pursuant to its terms. A copy is attached hereto. Said grant is to be executed between the City of Chicago, as grantee and Chicago Title and Trust Company, not individually, but as trustee under trust agreement dated August 14, 1969 and known as Trust Number 53891 as Grantor and relates to the structure located at 159 North Dearborn, in the City of Chicago, commonly known as the Oliver Building.

SECTION 2. The Mayor of the City of Chicago is authorized to accept the grant of deed of the Architectural Facade Easement and Conservation Right.

SECTION 3. This ordinance shall take effect on and after the date of its passage.

[Deed of Architectural Facade Easement and Conservation Right
printed on pages 4366 thru 4378 of this Journal. Exhibit
A to Deed of Architectural Facade Easement and
Conservation Right as well as signature forms
omitted for printing purposes.]

COMMITTEE ON ECONOMIC DEVELOPMENT.

Conditional Approval of Industrial Revenue Bond for Construction of Project by Federal Marine Terminals, Inc.

The Committee on Economic Development submitted the following report:

CHICAGO, December 28, 1983.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration an ordinance referred by the Honorable Harold Washington, Mayor, on December 16, 1983, said ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$4,200,000 for the construction of a project by Federal Marine Terminals, Inc., begs leave to recommend that Your Honorable Body *Pass* said ordinance.

(Continued on page 4379)

DEED OF ARCHITECTURAL FACADE
EASEMENT AND CONSERVATION RIGHT

THIS GRANT OF A DEED OF ARCHITECTURAL FACADE EASEMENT AND CONSERVATION RIGHT made as of the 14th day of December, 1983 by and between Chicago Title and Trust Company, not individually, but as trustee under Trust Agreement dated August 14, 1969 and known as Trust No. 53891 ("Grantor") and THE CITY OF CHICAGO, an Illinois municipal corporation ("Grantee"):

WITNESSETH:

WHEREAS, Grantee is a home-rule unit of local government and a municipal corporation under the laws of the State of Illinois;

WHEREAS, Grantor is the owner in fee simple of certain real property more particularly described below, which real property is improved with a seven story commercial structure, located at 159 North Dearborn Street, in the City of Chicago, commonly known as the "Oliver Building," which structure is hereinafter sometimes referred to as the "Building";

WHEREAS, the Building was erected in 1906-1907 by the architectural firm of Holabird & Roche as the administrative headquarters of the Oliver Typewriter Company;

WHEREAS, the Building was recommended to be nominated to the National Register of Historic Places by the Illinois Historic Sites Advisory Council on September 23, 1983 and was listed on the National Register of Historic Places on December 8, 1983;

WHEREAS, the Dearborn Street exterior facade of the Building (referred to herein as the "Designated Feature") is significant in American and Chicago history and culture, constitutes an important element in the architectural cityscape of the City of Chicago and contributes significantly to the cultural heritage and visual beauty of the City of Chicago and should be

preserved;

WHEREAS, this grant of an Architectural Facade Easement and Conservation Right by the Grantor to the Grantee will assist in preserving and maintaining the Designated Feature and its architectural, historical and cultral features;

WHEREAS, this Deed of Architectural Facade Easement and Conservation Right shall obligate the Grantor to preserve, protect, enhance and perpetuate the Designated Feature; it being the specific intention of the parties hereto to specifically exclude the interior and other parts of the Building from this grant.

WHEREAS, the parties hereto agree that this Deed of Architectural Facade Easement and Conservation Right substantially impairs and restricts the Grantor's benefits of ownership of the Building and its right to alter or demolish the Designated Feature; and

WHEREAS, Grantor and Grantee desire to maintain the commercial nature of the use of the Building and the real property of which it is a part and they further desire to maintain the Building consistent with its remaining a viable structure devoted to commercial use; and

WHEREAS, to these ends, Grantor desires to grant to Grantee, and Grantee desires to accept, this Deed of Architectural Facade Easement and Conservation Right;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which by Grantor is hereby acknowledged, Grantor hereby does grant and convey unto Grantee irrevocably in perpetuity an architectural facade easement and conservation right (which architectural facade easement and conservation right in perpetuity is more particularly described below) in and to the Designated Feature of the Building situated on the real property

legally described on Exhibit A attached hereto and made part hereof (which real property together with the Building is sometimes hereinafter referred to as the "premises.") subject to the encumbrances listed on Exhibit B attached hereto and made a part hereof. In delineation and furtherance of this grant and conveyance, Grantor and Grantee further covenant and agree as follows:

1. In order to make more certain the full extent of Grantor's obligation and the restrictions on the Designated Feature, and in order to document the Designated Feature as of the date hereof, attached hereto as Exhibit C and made a part hereof are seven (7) photographs of the Designated Feature. It is stipulated by and between Grantor and Grantee that the external nature of the Designated Feature as shown on Exhibit C is deemed to be the external nature of the Designated Feature as of the date hereof and as of the date this Deed of Architectural Facade Easement and Conservation Right is first recorded with the Recorder of Deeds of Cook County, Illinois. Anything to the contrary notwithstanding, Grantor may at any time alter the Designated Feature where such alteration has the effect of making the Designated Feature consistent with the original construction of the Designated Feature, provided such alteration is in conformance with the applicable building code ordinances of the City of Chicago, which original construction is documented by two (2) photographs attached hereto as Exhibit D and made a part hereof.

2. This Deed of Architectural Facade Easement and Conservation Right and all terms, provisions and covenants herein contained shall be deemed to run as a binding servitude, in perpetuity, with the Designated Feature. In furtherance of this architectural facade easement and conservation right herein granted, Grantor covenants and agrees to do (or refrain from doing, as the case may be) upon the Designated Feature each of

the following stipulations, which stipulations it is agreed contribute to a public purpose, in that they aid significantly in the conservation of the Designated Feature.

- (a) The Grantor shall not demolish, remove or raze the Designated Feature;
- (b) Without the express written consent of the Grantee or its successor pursuant to Section 9 hereof, which written consent or refusal to grant such consent, including a statement of reasons for refusal, shall be delivered to Grantor by Grantee within fourteen (14) days of receipt of Grantor's written request for such approval, the Grantor shall not undertake or permit to be undertaken any changes to the Designated Feature (other than those which exist as of the date hereof on the Designated Feature) anything which does any of the following:
 - (i) increase or decrease the height of the Designated Feature or the Building unless there is a five foot set back on any increase in height;
 - (ii) adversely affect the structural soundness of the Designated Feature;
 - (iii) makes any change in the Designated Feature (except as provided in Section 1 hereof) including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Designated Feature;
 - (iv) add any additional signs, canopies or plaques to the Designated Feature or to the

windows on the Designated Feature other than those existing on the date hereof;

(v) erect anything on the Designated Feature which would prohibit it from being visible from street level, except for a temporary structure during any period of approved alteration or restoration.

(vi) any significant reconstruction, repair, repainting or refinishing of the Designated Feature that alters its state from the existing condition. This subsection (vi) shall not include ordinary or necessary maintenance as covered by section 3 below.

(c) Upon the completion of any significant alteration to the Designated Feature, the Grantor and Grantee shall prepare, execute and record an amendment to this Deed of Architectural Facade Easement and Conservation Right which amendment shall depict the Designated Feature in photographs and which photographs shall then be deemed to refer to the state of the Designated Feature.

3. Maintenance. Grantor covenants that it shall use its best efforts to perform ordinary maintenance on the Designated Feature to maintain its appearance and structural soundness and to prevent any further deterioration of the Designated Feature. Said maintenance shall not be subject to the notice provisions of Section 2(b) hereof.

4. Specification of Work. In the event the Grantor is required to seek the consent of the Grantee pursuant to Section 2(b) hereof, the Grantor shall furnish the Grantee with

plans, designs, elevations, specifications, and documents relating thereto, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

5. Insurance. Grantor, at its expense, shall (i) keep the premises insured under a standard form of insurance policy against loss or damage resulting from fire and other perils normally insured under a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois; and (ii) carry and maintain comprehensive public liability insurance. The public liability policy shall name the Grantee as an additional insured and shall provide for not less than thirty (30) days prior written notice to the Grantee by the insurer of any proposed cancellation of any such insurance. A certificate of the insurer so providing shall be delivered by Grantor to the Grantee prior to the recording of this Deed of Architectural Facade Easement and Conservation Right and, on renewal, a new certificate shall be sent to the Grantee.

6. Casualty Damage. In the event that the premises or any part thereof shall be damaged by fire or other casualty, then the proceeds of the insurance required to be carried pursuant to Section 5 hereof and Grantor's funds shall be applied to reconstructing the Designated Feature. If the premises are damaged to such an extent that the Grantor determines that reconstruction is not feasible and provides the Grantee with a certification by an independent engineer to the same effect, then this Deed of Architectural Facade Easement and Conservation Right shall be void and of no further force and effect.

7. Inspection. Grantor covenants that representatives of the Grantee shall be permitted to inspect the Designated

Feature from the street for the purpose of determining conformance with this Deed of Architectural Facade Easement and Conservation Right.

8. Grantee's Remedies. In the event of a violation of any provision of this Deed of Architectural Facade Easement and Conservation Right (i) Grantee may, upon five (5) days prior written notice to Grantor, institute a suit for injunctive relief, or damages, or (ii) in the event Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights.

9. Assignability. In the event that Grantee shall at any time in the future become the fee simple owner of the Premises, or shall cease to be a political subdivision as defined in Section 170 (c)(1) of the Internal Revenue Code, Grantee covenants and agrees that the rights and obligations herein accepted by Grantee shall, in that event, pass to and be vested in a corporation that is the actual successor of Grantee or the Illinois Department of Conservation and if Grantee shall fail timely so to elect, then such rights and obligations shall pass to and be vested in the Illinois Department of Conservation. If the Illinois Department of Conservation does not accept these rights and obligations then Grantor shall cause such rights and obligations to be accepted by an organization selected by it in its sole discretion provided that such successor is qualified as a qualified organization under section 170(h)(3) of the Internal Revenue Code. The Grantee may at anytime release this Deed of Architectural Facade Easement and Conservation Right to the holder of the fee simple interest in the premises.

10. Duration. Except as provided herein, this Deed of

Architectural Facade Easement and Conservation Right shall be effective in perpetuity.

11. Runs With the Designated Feature. The obligations imposed by this Deed of Architectural Facade Easement and Conservation Right, shall be deemed to run as a binding servitude with the Designated Feature. This Deed of Architectural Facade Easement and Conservation Right shall extend to and be binding upon Grantor and Grantee and all persons hereafter claiming under or through Grantor and Grantee, and the word "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Designated Feature by reasons of a bona fide transfer.

12. Statutory Authority. This grant is made pursuant to Public Act 80-584, An Act Relating to Conservation Rights in Real Property, Ill. Rev. Stat. ch. 30, §§401 et seq. (1981), but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Deed of Architectural Facade Easement and Conservation Right according to its terms, it being the intent of the parties that this grant also constitutes a common law easement and a restrictive covenant.

13. Compliance With Applicable Ordinances. Except as provided in this Section 13, nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any ordinance as defined in the prior sentence and the terms hereof, the ordinance shall prevail and the Grantor promptly shall notify Grantee of such conflict and Grantee shall cooperate with Grantor to accommodate the purposes of both this Deed of Architectural Facade

Easement and Conservation Right and such ordinance. The Grantee hereby agrees that it shall seek only to designate the Designated feature as a Chicago Landmark, but not the interior or any other feature of the premises. If the Grantee designates any portion of the premises as a Chicago Landmark other than as agreed to herein, then at the option of Grantor, this instrument shall terminate and cease to be effective. In the event that the premises or any part thereof is subjected to designation under any preservation or development related ordinance or any other such restriction currently in effect or passed from time to time hereafter, the terms of this Deed of Architectural Facade Easement and Conservation Right shall control if a conflict arises between this instrument and such other ordinance or restriction.

14. Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. If to Grantor, then at 111 W. Washington Street, Chicago, Illinois 60602 with a copy to P. O. Box 2904, Chicago, Illinois 60690 and a copy to Arvey, Hodes, Costello and Burman, 180 N. LaSalle St., Suite 3800, Chicago, Illinois 60601, and if to Grantee then at Commission on Chicago Historical and Architectural Landmarks, 320 North Clark Street, Chicago, Illinois. Each party may change its address set forth herein by a written notice to the other party.

15. Recording. This Deed of Architectural Facade Easement and Conservation Right is effective only upon recording in the Office of the Recorder of Deeds of County of Cook. This Deed of Architectural Facade Easement and Conservation Right may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this Deed

of Architectural Facade Easement and Conservation Right or any part thereof. Copies of the recorded Deed of Architectural Facade Easement and Conservation Right shall be sent to the Illinois Department of Conservation pursuant to Ill. Rev. Stat. ch. 30 §405 (1981).

16. Grantee's Covenant. The Grantee shall periodically, at reasonable intervals, inspect the Designated Feature.

17. Transfer of Development Rights. Nothing contained in this Deed of Architectural Facade Easement and Conservation Right shall be interpreted to limit Grantor's right or ability to transfer any development or other rights which may exist now or at any time and from time to time hereafter by reason of the fact that under the then applicable zoning or similar ordinance, the premises may be developed to a use more intensive than the premises are devoted as of the date hereof, provided however, under no circumstances shall such development rights be exercisable on the Designated Feature.

18. Condemnation. In the event that any governmental authority institutes a suit by virtue of eminent domain, or other similar proceedings for any public or quasi-public or other use against all or a portion of the premises or the Designated Feature, this Deed of Architectural Facade Easement and Conservation Right shall immediately terminate and the Grantor shall be entitled to receive the entire condemnation award based upon the highest and best use to which the premises could be used. If in such instance, the Building has been designated a Chicago Landmark or subjected to any preservation or development related ordinance, such designation shall not be applicable or binding nor shall such designation reduce, impair, effect, nor in any way result in the diminution of the value of the premises. By its acceptance of this Deed of Architectural Facade Easement

and Conservation Right the Grantee specifically agrees that it shall not share in such condemnation award or portion thereof.

19. Taxes. Grantor shall pay when due and owing, all real estate taxes, water charges, sewer service charges and other charges which may become a lien on the premises, provided that the Grantor may make payment under protest where permitted by law.

20. Indemnity. The Grantor covenants that it shall defend, indemnify and hold Grantee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorney's fees), resulting from actions or claims by third parties or defaults under this instrument by the Grantor arising out of the conveyance of or possession of this Deed of Architectural Facade Easement and Conservation Right, excepting however only, any such matters arising solely from the negligence of the Grantee.

21. Headings. Section headings used in this Deed of Architectural Facade Easement and Conservation Right are for convenience or reference only and do not affect the meaning of the provisions which they precede.

22. Public Access. The Grantor and Grantee agree that the public shall have the regular and substantial opportunity to view the Designated Feature from the sidewalk in front of the Building. The Grantor shall have no obligation to allow the general public or the Grantee to view the interior of the Building.

23. Right to Use of the Premises. The Grantor reserves unto itself, its successors, assigns, mortgagees and Lessees the right to continue to use and occupy the premises for all lawful purposes not inconsistent with this Deed of Architectural Facade Easement and Conservation Right and the Grantee agrees to

execute any and all documents (including not by way of limitation, any and all future leases or mortgages) Grantor shall at anytime and from time to time request to further such end or purpose and not inconsistent with this Deed of Architectural Facade Easement and Conservation Right.

24. Amendment. For purposes of furthering the preservation of the Designated Feature and of furthering the other purposes of this Deed of Architectural Facade Easement and Conservation Right and to meet the changing conditions, Grantor and Grantee are free to amend this instrument from time to time by mutual consent in writing and such amendment shall become effective upon its recording.

25. Incorporation By Reference. Grantor agrees that the restrictions contained in this Deed of Architectural Facade Easement and Conservation Right will be inserted by express reference in any subsequent legal instrument affecting the Premises.

26. Loss of Charitable Deduction. This Deed of Architectural Facade Easement and Conservation Right shall terminate and cease to be effective, without further action by either party hereto, from and after the date, if ever, that the Internal Revenue Service of the U.S. Department of the Treasury shall issue a public or private determination with the effect that the transfer hereby evidenced fails to qualify for treatment as a charitable contribution under Section 170(h) of the Internal Revenue Code for which a charitable contribution deduction is allowed the Grantor under Section 170(a) of the Internal Revenue Code so that the Grantor is denied the benefit of such deduction.

27. Exculpatory Clause. This instrument is executed by the Land Trust, not personally but solely as Trustee as aforesaid in the exercise of the power and authority conferred

upon and vested in it as such Trustee (and the Land Trust hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Chicago Title and Trust Company personally to perform any covenant either express or implied on the part of the Land Trust herein contained, all such liability, if any, being expressly waived by the Grantee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Deed of Architectural Facade Easement and Conservation Right to be executed and delivered by its VICE PRESIDENT and attested by its ASST SECRETARY.

(Continued from page 4365)

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,
(Signed) BERNARD J. HANSEN,
Chairman.

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

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

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$4,200,000 aggregate principal amount of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Federal Marine Terminals, Inc., to be used as an industrial distribution facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; and

WHEREAS, The Tax Equity and Fiscal Responsibility Act of 1982 requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing; now, therefore,

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

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an aggregate principal amount not to exceed \$4,200,000 for the purpose aforesaid:

SECTION 3. The Commissioner is hereby authorized, empowered and directed to publish notice to the public of a public hearing on the proposed plan of financing for said industrial development project, such notice to be in substantially the same form as Exhibit A attached hereto and made a part hereof and to be published on a date and in a manner determined by him to be appropriate and at least 14 days prior to the date on which said public hearing is to be held; and the Commissioner (or any officer or employee of the Department designated by the Commissioner) is further authorized, empowered and directed to hold the public hearing referred to in said notice and to provide a transcript of said public hearing to the Finance Committee of this City Council.

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

[Memorandum of Agreement and Exhibit A printed on pages 4381 thru 4385 of this Journal.]

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 (September 28, November 9 and 23, and December 6, 1983) fifteen proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

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

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

Nays--None.

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

Grant to American National Bank & Trust.
U/T No. 76406.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank & Trust, U/T No. 76406, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed three (3) sample basins. Outside diameter of basins is four feet ten inches (4'10") and placed at a depth of approximately six (6) feet. Basins will be accessible by manholes at street grade and covers for manholes shall have locking bars. Location of basins A and B will be under N. Stetson Street approximately six (6) feet from property line and basin C under E. South Water Street. All three (3) basins are adjacent to premises 201 East Wacker Drive; for a period of five (5) years from and after November 14, 1983.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of nine hundred and no/100 dollars (\$900.00) per annum, in advance, the first payment to be made as of November 14, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or

(Continued on page 4386).

EXHIBIT ANOTICE OF PUBLIC HEARING

Notice is hereby given that on _____, 198_, at _____ M., in _____ Chicago, Illinois, a public hearing will be held before the Commissioner of Economic Development of the City of Chicago or his designee regarding a plan to issue not to exceed \$4,200,000 Industrial Revenue Bonds (the "Bonds") of the City of Chicago, Cook County, Illinois (the "City"), the proceeds of which will be loaned to Federal Marine Terminals, Inc., an Illinois corporation (the "Company"), to be used by the Company to construct a wharf, a warehouse and related improvements and to acquire certain machinery, equipment and related property to be installed therein, said facilities to be used by the Company as an industrial, distribution facility and to be located at _____, Chicago, Illinois.

The Bonds will be issued by the City pursuant to its powers as a home rule unit of government under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council of the City. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, but will be special limited obligations of the City as the principal of, premium, if any, and interest on the Bonds will be payable solely from revenues and receipts derived from the repayment of the loan by the Company (except to the extent payable from Bond proceeds, the income from the temporary investment thereof and moneys derived from and payments made pursuant to the instruments delivered in connection with said loan). The Bonds will not constitute an indebtedness of the City, the State of Illinois or any political subdivision thereof or a loan of credit of any of them within the meaning of any constitutional or statutory provisions. No holder of any Bond will have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds.

The above noticed public hearing is required by the Tax Equity and Fiscal Responsibility Act of 1982. Written comments may also be submitted to the Department of Economic Development of the City of Chicago at its office located at 20 North Clark Street, Chicago, Illinois 60602, until _____, 198_. Subsequent to the public hearing, the City Council of the City will meet to consider approval of the issuance of the Bonds.

Notice dated _____, 198_.

/s/

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Federal Marine Terminals, Inc., an Illinois corporation (the "Company").

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

(a) 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 as such home rule unit has duly adopted Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Ordinance"), authorizing and empowering the City to issue revenue bonds for the purpose of financing the cost of the acquisition, purchase, construction, rehabilitation, redevelopment or extension of "industrial development projects" (as defined in the Ordinance) in order to encourage and promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City.

(b) The Company proposes to construct a wharf, a warehouse and related improvements and to acquire certain machinery, equipment and related property to be installed therein, all to be used as an industrial, distribution facility in the City of Chicago, Illinois (the "Project"). The Company wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) The Department is authorized pursuant to the Ordinance to enter into agreements with respect to industrial development projects and the financing thereof and to make recommendations to the City with respect to the issuance of revenue bonds.

(d) Subject to due compliance with all requirements of law, the Department will proceed to take such action, and recommend that the City take such action, as may be necessary to cause to be prepared such agreements, mortgages, indentures or such other documents as may be necessary to cause the City, by virtue of such authority as may now or hereafter be conferred by the Ordinance, to issue and sell its revenue bonds in an aggregate principal amount not to exceed \$4,200,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(e) Pursuant to the Ordinance, the Economic Development Commission of the City of Chicago (the "Commission") has identified the Project as an industrial development project which may be under-

taken to strengthen and promote the economic vitality of the City of Chicago, Illinois, has approved the form of this Agreement, and has advised the Commissioner of Economic Development of the City of Chicago to recommend to the City Council of the City that the City issue and sell the Bonds to finance the cost of the Project.

(f) The Department, with and upon the advice of the Commission, considers that the financing by the City of the cost of the Project on behalf of the Company will promote and further the purposes of the Ordinance.

2. Undertakings on the Part of the Department. Subject to the conditions above stated and to the limits of the authority of the Department, the Department agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council of the City to authorize the issuance and sale of the Bonds, pursuant to the terms of the Ordinance as then in force.

(b) That it will cooperate with the Company in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the Department will recommend that the City 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 by law and mutually satisfactory to the Department, the City and the Company.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will use the proceeds of the Bonds to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the Company 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 Company. Subject to the conditions above stated, the Company agrees as follows:

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

(b) That contemporaneously with the issuance of the Bonds, the Company will enter into a revenue agreement, as

defined in the Ordinance, with the City under the terms of which the Company will obligate itself 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 revenue agreement to be in form and substance satisfactory to the Department, the City and the Company.

(c) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the acquisition, construction and installation of the Project or after payment of all costs of the acquisition, construction and installation of the Project, whichever is later, the Company (1) will furnish upon request of the Department a report in a form satisfactory to the Department, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the acquisition, construction and installation of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Company located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Company relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.

(d) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the Department under paragraph 2 hereof and of the Company under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the Department and the Company), the Department, the City and the Company shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All costs and expenses in connection with the financing and the acquisition, construction and installation of the Project, including the fees and expenses of counsel to the City and the Department, Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company. If the events set forth in (a) of this paragraph do not take place

within the time set forth or any extension thereof and the Bonds are not sold within such time, the Company agrees that it will reimburse the City and the Department for all reasonable and necessary direct out-of-pocket expenses which the City and the Department may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the preliminary fees of bond counsel, and this Agreement shall thereupon terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this 28 day of December, 1983.

DEPARTMENT OF ECONOMIC DEVELOPMENT
OF THE CITY OF CHICAGO

By

Robert Bell
Commissioner of Economic Development
of the City of Chicago

FEDERAL MARINE TERMINALS, INC.

By

Michael C. Guyer
Its _____

(SEAL)

Attest:

Sullivan E. Mahoney
Its *Secretary*

(Continued from page 4380)

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 Capital Bank of Chicago, U/T No. 115.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance to Capital Bank of Chicago, U/T No. 115 to use and maintain eight (8) sample basins and approximately five hundred eighty-five (585) lineal feet of related fourteen (14) inch sewer pipe in connection with a private sanitary and storm sewer system under and along W. 38th Street in front of the premises known as No. 3600 W. 38th Street. Said sample basins are under the parkway which allows the Sanitary District to obtain samples of sewage discharge on a twenty-four hour basis. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after December 14, 1983.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of two thousand four hundred and no/100 dollars (\$2,400.00) per annum, in advance, the first payment to be made as of December 14, 1983 and each succeeding payment on the same day and month 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 Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage and Bond shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

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

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

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Grant to Chicago Contractors Supply Co.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Contractors Supply Co., an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge of corrugated steel construction used as pedestrian passageway over and across W. Ferdinand Street at a point seventy-nine (79) feet four (4) inches east of the east line of N. Leavitt Street. Said covered bridge not exceeding five (5) feet nine (9) inches in width nor nine (9) feet seven (7) inches in height, outside dimensions, and not less than fifteen (15) feet above street grade at said location connecting the second floor of the building located at 2146 W. Ferdinand Street with second floor of building located at 2145 W. Grand Avenue; for a period of five (5) years from and after November 7, 1983.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of three hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of November 7, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. Said bridge or overpass shall be used solely as pedestrian bridge. The grantee shall be solely responsible for the construction, upkeep, maintenance, repair and demolition of said bridge. The structures constituting the bridge shall comply with all City Code and Building ordinances; the design shall be architecturally satisfactory to the City, and shall be subject to all Municipal Code requirements. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. If the grantee fails to maintain, repair, replace or otherwise keep said bridge in good condition, or fails to provide yearly public liability and property damage insurance, or fails to keep the abutting premises in good condition, the grantor, upon one hundred twenty (120) days notice, may remove and demolish said bridge at the sole cost of the grantee. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

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

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

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Grant to Chicago Title and Trust Co., U/T No. 1070933.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Title and Trust Company as Trustee, U/T No. 1070933, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed vaulted sidewalk space adjacent to the building commonly known as 318 S. Michigan Avenue. Said vaulted space shall run along S. Michigan Avenue for a total distance of fifty-four (54) feet, at a width of ten (10) feet and at a depth of seven (7) feet; for a period of five (5) years from and after date of passage of this ordinance.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of five hundred nineteen and no/100 dollars (\$519.00) 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 Henry Crown and Co.

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

SECTION 1. Permission and authority are hereby given and granted to Henry Crown and Company, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed, two (2) pedestrian bridges and one (1) pedestrian tunnel, described as follows:

Bridge No. 1: Said bridge is a one-story covered bridge or passageway used for pedestrians over the east-west eighteen (18) foot public right of way known as W. Court Place. The dimensions of said bridge are approximately six (6) feet in width, eighteen (18) feet in length and eight (8) feet nine (9) inches in height. Said bridge connects the seventh floor of the building known as No. 120 N. Franklin Street with the eighth floor of the building known as No. 124 N. Franklin Street.

Bridge No. 2: Said bridge is a one-story covered bridge or passageway over and across the east-west eighteen-foot public alley between W. Washington Street and W. Randolph Street, known as W. Court Place, to be used for the purpose of connecting the second floor of the building known as No. 300 W. Washington Street with the corresponding floor of the building known as No. 130 N. Franklin Street. Said covered bridge or passageway shall not be more than five (5) feet in width nor eight (8) feet in height, inside dimensions, and shall not be less than fourteen (14) feet above the alley at said location.

Tunnel: Said tunnel is to be used for pedestrian purposes under the east-west eighteen (18) foot right of way known as W. Court Place between W. Washington Street and W. Randolph Street. The dimensions of the tunnel are as follows: commencing at the east line on the north side of W. Court Place which is a distance of fifty-four (54) feet west of the west line of N. Franklin Street, thence south a distance of eighteen (18) feet, thence west along the south line of said W. Court Place a distance of forty-three (43) feet to the west line of said tunnel which is ninety-seven (97) feet west of the west line of N. Franklin Street, thence north a distance of nine (9) feet, thence east a distance of twenty-eight (28) feet ten (10) inches, thence north a distance of nine (9) feet, thence east along the north line of W. Court Place a distance of thirteen (13) feet two (2) inches to place of beginning.

The above described uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after February 26, 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, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of one thousand and no/100 dollars (\$1,000.00) per annum, in advance, the first payment to be made as of February 26, 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.

Grant to DePaul University.

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

SECTION 1. Permission and authority are hereby given and granted to DePaul University to install, maintain and use an underground telephone cable system. Said system shall connect various buildings located in the Lincoln Park campus.

No. 1. Cable shall start at the Schmitt Academic Center and run east on W. Belden Avenue and across N. Kenmore Avenue for a distance of approximately two hundred ninety-five (295) feet thence southerly across W. Belden Avenue along N. Kenmore Avenue for a distance of approximately one hundred twenty-seven (127) feet connecting with Alumni Hall.

No. 2. Starting at the northeast corner of W. Belden Avenue and N. Kenmore Avenue said cable shall run north along N. Kenmore Avenue and shall connect the Security Center and the Military Science Building. Said cable shall run alternately on private property and public way with that portion of the public way approximately ninety (90) feet.

No. 3. Starting at Alumni Hall said cable shall run north along N. Sheffield Avenue and across W. Belden Avenue for a distance of approximately fifty (50) feet thence easterly across N. Sheffield Avenue along W. Belden Avenue for a distance of approximately three hundred (300) feet.

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

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

The grantee agrees to furnish the City of Chicago a surety bond in the sum of \$10,000, said bond to be used to defray cost of removal of said structures and appliances at any time the City of Chicago determines the need for removal or to be used for any liability suits, judgments, damages or any costs resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of one thousand twelve and no/100 dollars (\$1,012.00) 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 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., upon the terms and subject to the conditions of this ordinance, to maintain and use sub-surface space adjacent to the premises 1614-1616 W. Hollywood Avenue. Said vault shall not be more than one hundred ninety-six (196) feet in length, seven (7) feet six (6) inches in depth and sixteen (16) feet nine (9) inches in width, inside dimensions; for a period of five (5) years from and after November 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 cost resulting prior to or after expiration of the authority herein granted.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of one hundred and no/100 dollars (\$100.00) per annum, in advance, the first payment to be made as of November 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 505 North Michigan Avenue Assoc.

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

SECTION 1. Permission and authority are hereby given and granted to 505 North Michigan Avenue Associates, an Illinois Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed various privileges on, under and over the public right-of-way as follows:

Two-Story Covered Bridge

Two-story covered bridge over the north-south and east-west 18-foot public alleys, in the block bounded by N. Michigan Avenue, E. Grand Avenue, N. St. Clair Street and E. Illinois Street. Said bridge is used for pedestrian passage and contains portions used primarily as building extensions. Dimensions of the portion of bridge over the north-south alley are approximately one hundred (100) feet in length, eighteen (18) feet in width and twenty (20) feet in height. Dimensions of the portion of bridge over the east-west alley are approximately forty-four (44) feet in length, eighteen (18) feet in width and varies in height from approximately nineteen (19) feet to a height of approximately thirty-one (31) feet. Ground clearance of bridges approximately fourteen (14) feet and connects the second floors of the premises 505 N. Michigan Avenue with 153-57 E. Grand Avenue.

Vaulted Area

The outside dimensions of said subsurface space (vaulted area) fifty (50) feet in length and nineteen (19) feet in width, equaling total area of approximately nine hundred sixty (960) square feet. Said area contains a hatch opening on the sidewalk, six (6) feet by ten (10) feet, at an elevation of approximately twenty-four (24) feet. Said subsurface space is located under the seventy-four (74) foot right-of-way of E. Illinois Street at a point adjacent to the northeast line of N. Michigan Avenue and proceeds in an easterly direction a distance of fifty (50) feet, at a depth of approximately eight (8) feet.

Elevated Sidewalk

The dimensions of the sidewalk are approximately one hundred one (101) feet in length, nineteen (19) feet in width, equaling an area of approximately one thousand nine hundred nineteen (1,919) square feet. Dimensions of the staircase are approximately twenty-nine (29) feet in length, nine (9) feet in width, equaling an area of approximately two hundred sixty-one (261) square feet. Location of elevated sidewalk is directly adjacent to the northeast corner of N. Michigan Avenue and E. Illinois Street and from that point proceeds in an easterly direction along the north line of E. Illinois Street, a distance of approximately one hundred one (101) feet, thence terminating with the descending staircase an additional distance of twenty-nine (29) feet.

Loading Platform

Outside dimensions of the loading dock are ninety-six (96) feet in length and eleven (11) feet in width, equaling an area of approximately one thousand fifty-six (1,056) square feet. Said loading dock is located on the east side of lower Michigan Avenue adjacent to the south line of E. Grand Avenue and proceeds from that point in a southerly direction a distance of ninety-six (96) feet.

The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after September 13, 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 \$25,000.00, 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 ten thousand two hundred eight and no/100 dollars (\$10,208.00) per annum, in advance, the first payment to be made as of September 13, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

SECTION 5. The permittee 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 535 North Michigan Venture.

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to 535 North Michigan Venture to construct, maintain and use an elevated pedestrian walkway and stairwell. Said elevated walkway shall be approximately two hundred (200) feet in length and four (4) feet six (6) inches in width and shall be located over the public right-of-way on the north side of E. Grand Avenue. Said elevated walkway shall begin on the upper level at the northeast corner of E. Grand Avenue and N. Michigan Avenue and shall proceed in an easterly direction for a distance of two hundred (200) feet. The proposed stairwell shall be approximately forty (40) feet nine (9) inches in length and four (4) feet six (6) inches in width and shall connect the street grade of E. Grand Avenue with the elevated walkway used in connection with the premises known as 535 N. Michigan Avenue. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five (5) years from and after the date of passage of this ordinance.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of two thousand two hundred two and no/100 dollars (\$2,202.00) per annum, in advance, the first payment to be made as of the date of passage of this ordinance and each succeeding payment on the same day and month thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

SECTION 5. The permittee 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 GTE Sprint Communications Corp.

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

SECTION 1. Permission and authority are hereby given and granted to GTE Sprint Communications Corporation, upon the terms and subject to the conditions of this ordinance to install, maintain and use a fiber optic telephone conduit system. The conduits shall connect the Sears Tower on West Jackson Boulevard to Railroad Properties located on West Polk Street and North Canal Street. Said conduits shall run for a distance of approximately 7,042 feet of which approximately 6,482 feet shall be installed in the Chicago Freight Tunnel. Said system, which consists of six (6) two (2) inch direct varied conduits, shall be installed under the following streets:

Jackson Boulevard conduits shall enter the Chicago Freight Tunnel at the Sears Tower and shall run in a westerly direction for a distance of approximately 1,032 feet to S. Canal Street.

Canal Street conduits shall enter the Chicago Freight Tunnel thru a railroad drop shaft located at W. Lake Street and N. Canal Street and shall run in a southerly direction for a distance of approximately 5,000 feet to W. Polk Street.

Polk Street conduits shall continue in the Chicago Freight Tunnel and proceed in a westerly direction for a distance of approximately 450 feet exiting the tunnel at S. Clinton Street and W. Polk Street. The conduits shall then continue in a westerly direction under W. Polk Street for a distance of approximately 560 feet connecting with the property commonly known as 601 W. Polk Street.

The above described uses of the public 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 thousand one hundred ninety-two and no/100 dollars (\$7,192.00) 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 Hilton Hotels Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Hilton Hotels Corporation, a Delaware Corporation, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use vaulted sidewalk space adjacent to premises located at 720 S. Michigan Avenue, described as follows:

Under South Michigan Avenue as exists

1st level - approximately four hundred (400) feet in length, thirty (30) feet in width;

2nd level - approximately two hundred fifty-five (255) feet in length, thirty (30) feet in width;

3rd level - approximately one hundred fifteen (115) feet in length, fifteen (15) feet in width;

4th and 5th levels - approximately fifteen (15) feet in length, fifteen (15) feet in width.

Total usage under S. Michigan Avenue amounts to 21,825 square feet.

Under East Balbo Street as exists

1st level - approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width;

2nd level - approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width;

3rd level - approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width;

4th level - approximately one hundred ten (110) feet in length, fourteen (14) feet in width;

5th level - approximately one hundred ten (110) feet in length, fourteen (14) feet in width;

6th level - approximately twenty (20) feet in length, fourteen (14) feet in width.

Dimensions of Additional Vaulted Space to be Constructed Under East Balbo Street

1st level - approximately one hundred eighty-eight (188) feet in length, fourteen (14) feet in width;

2nd level - approximately one hundred eighty-eight (188) feet in length, fourteen (14) feet in width.

Total usage under E. Balbo amounts to 16,226 square feet.

Under South Wabash Avenue as exists

1st level - approximately two hundred fourteen (214) feet in length, twenty (20) feet in width;

2nd level - approximately twenty (20) feet in length, ten (10) feet in width;

3rd level - approximately twenty (20) feet in length, ten (10) feet in width.

Dimensions of Additional Vaulted Space to be Constructed Under South Wabash Avenue

1st level - approximately one hundred thirty (130) feet in length, twenty (20) feet in width;

2nd level - approximately one hundred thirty (130) feet in length, twenty (20) feet in width.

Total usage under S. Wabash Avenue amounts to 9,880 square feet.

Under 8th Street as exists

1st level - approximately four hundred twelve (412) feet in length, fourteen (14) feet in width;

2nd level - approximately one hundred eighty-one (181) feet in length, fourteen (14) feet in width.

Total usage under 8th Street amounts to 8,302 square feet.

The above described uses of the public right of way shall exist by authority herein granted for a period of five (5) years from and after February 15, 1983.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of five thousand nine hundred eighty and no/100 dollars (\$5,980.00) per annum, in advance, the first payment to be made as of February 15, 1983 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

SECTION 5. The permittee 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 Pettibone Corp.

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

SECTION 1. Permission and authority are hereby given and granted Pettibone Corporation, a Delaware Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use a portion of the sixty-six (66) foot right of way of N. Cicero Avenue, N. Keating Avenue and N. Kilpatrick Avenue to be used for employee parking. Description and size as follows:

N. Cicero Avenue - Commencing at the S-E corner of N. Cicero Avenue 240 feet south of W. LeMoyne Street thence south on a taper line for a distance of 208.19 feet thence continuing south on a straight line for a distance of 181 feet thence east 17 feet thence north 389.04 feet thence west 17 feet to P.O.B. Said area to be occupied shall be approximately 4,846.62 square feet.

N. Keating Avenue - Commencing at the S-W corner of N. Keating Avenue 240 feet south of W. LeMoyne Street thence south 239.18 feet along the west line of N. Keating Avenue thence east 18 feet to P.O.B. Said area to be occupied shall consist of approximately 4,305.06 square feet.

N. Kilpatrick Avenue - Commencing at the S-E corner of N. Kilpatrick Avenue and W. LeMoyne Street thence south along the east line of N. Kilpatrick Avenue a distance of 471.23 feet thence west 18 feet thence north 471.23 feet thence east 18 feet to P.O.B. Said area to be occupied shall consist of approximately 8,482.14 square feet.

Total of all area to be occupied shall be approximately 17,633.82 square feet. This privilege to be effective over a period of five (5) years from and after February 15, 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 one thousand nine hundred nineteen and no/100 dollars (\$1,919.00) per annum, in advance, the first payment to be made as of February 15, 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.

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Grant to Rinn-Scott Lumber Co.

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

SECTION 1. Permission and authority are hereby given and granted to Rinn-Scott Lumber Company, upon the terms and subject to the conditions of this ordinance, 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 (40) 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 (15) feet north of the north line of W. 28th Street; for a period of five (5) years from and after January 25, 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 three hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of January 25, 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.

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Grant to PTE-Power Transmission Equipment Co.

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

SECTION 1. Permission and authority are hereby given and granted to PTE-Power Transmission Equipment Company, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed an eight (8) foot wire fence topped with three (3) strands of barbed wire for a total of nine (9) feet in height, closing off the west 480.5 feet of W. 38th Place east of the east line of S. Normal Avenue except the west 12 feet thereof. This enclosure is to be used for employee parking as facilitated by three (3) nine (9) feet high slide type gates as follows;

Gate No. 1 - will be 66 feet wide extending across W. 38th Place, 12 feet east of the east line of S. Normal Avenue.

Gate No. 2 - will be on lots 6 and 7 of Block 4 adjacent to a 16-foot east-west public alley north of Pershing Road.

Gate No. 3 - will be on lots 14 and 15 in Block 4 and adjacent of the east-west public alley north of Pershing Road.

The east extremity of the fence across W. 38th Place will be 468.5 feet east of the east line of S. Normal Avenue. Total area of W. 38th Place to be enclosed is 30.921 square feet. Above described use of the public way shall exist by authority herein granted for a period of five (5) years from and after May 23, 1982.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of two thousand five hundred twenty-four and no/100 dollars (\$2,524.00) per annum, in advance, the first payment to be made as of May 23, 1982 and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

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

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

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Grant to University of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a tunnel not exceeding four (4) feet in width nor four (4) feet in depth, inside dimensions, under and across E. 57th Street at a point eighty-two (82) feet six (6) inches east of the east curb line of S. Ellis Avenue; for a period of five (5) years from and after January 14, 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 three hundred and no/100 dollars (\$300.00) per annum, in advance, the first payment to be made as of January 14, 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.

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

The Committee on Streets and Alleys to which had been referred on November 9 and 23, and December 6, 1983, proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

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

Nays--None.

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

Grant to American Ukranian Youth Association, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to American Ukranian Youth Association, Inc. to maintain and use an existing canopy over the public right of way in W. Chicago Avenue attached to the building or structure located at No. 2457 W. Chicago Avenue for a period of three (3) years from and after October 31, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Cascade Bowling Center, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Cascade Bowling Center, Inc. to maintain and use an existing canopy over the public right of way in W. Madison Street attached to the building or structure located at No. 3825 W. Madison Street for a period of three (3) years from and after February 24, 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 24 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to Chicago and North Western
Transportation Co.: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago and North Western Transportation Company to maintain and use an existing canopy over the public right of way in N. Canal Street attached to the building or structure located at Nos. 112-124 N. Canal Street for a period of three (3) years from and after September 14, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 128 feet in length, nor 17 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty-three and no/100 Dollars (\$153.00) 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 Eastgate International, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Eastgate International, Inc. to maintain and use an existing canopy over the public right of way in E. Ontario Street attached to the building or structure located at No. 162 E. Ontario Street for a period of three (3) years from and after December 30, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Gandhara Corp.: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Gandhara Corp. to construct, maintain and use four (4) canopies over the public right of way in N. Rush Street attached to the building or structure located at No. 718 N. Rush Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 5 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred and no/100 Dollars (\$200.00) 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 Here's Chicago: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Here's Chicago to maintain and use an existing canopy over the public right of way in E. Pearson Street attached to the building or structure located at No. 163 E. Pearson Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 23 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Heritage Standard Bank. U/I No. 7555: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Heritage Standard Bank Trust No. 7555 to maintain and use an existing canopy over the public right of way in W. Wilson Avenue attached to the building or structure located at No. 920 W. Wilson Avenue for a period of three (3) years from and after December 18, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 31 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond

and payment of Fifty-Six and no/100 Dollars (\$56.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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Grant to Images Boutique, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Images Boutique, Inc. to construct, maintain and use a canopy over the public right of way in W. Maple Street attached to the building or structure located at No. 30 W. Maple Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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Grant to Las Siestas, Inc.: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Las Siestas, Incorporated to maintain and use four existing canopies over the public right of way in N. Halsted Street attached to the building or structure located at No. 2701 N. Halsted Street for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 3, 5, 6, and 5 feet respectively in length, nor 2, 3, 3, and 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred and no/100 Dollars (\$200.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies and arising out of and including the passive negligence of the City of Chicago.

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Grant to the Lumber Co.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Lumber Company to construct, maintain and use a canopy over the public right of way in N. Franklin Street attached to the building or structure located at No. 900 N. Franklin Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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Grant to Metropolitan Structures, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Metropolitan Structures, Inc. to construct, maintain and use a canopy over the public right of way in E. Lake Street attached to the building or structure located at No. 205 N. Michigan Avenue for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy

not to exceed 26 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty One and no/100 Dollars (\$51.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Northwestern Memorial Hospital: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Northwestern Memorial Hospital to maintain and use two existing canopies over the public right of way in E. Huron and E. Superior Streets attached to the building or structure located at Nos. 240 E. Huron and 235 E. Superior Streets; for a period of three (3) years from and after December 8, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 61 and 36 feet respectively in length, nor 7 and 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Forty-seven and no/100 Dollars (\$147.00) 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 Oriental Rugs: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Oriental Rugs to maintain and use a canopy over the public right of way in W. Grand Avenue attached to the building or structure located at No. 318 W. Grand Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 26 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-one and no/100 Dollars (\$51.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Petite Marmite: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Petite Marmite to construct, maintain and use a canopy over the public right of way in W. Peterson Avenue attached to the building or structure located at No. 3449 W. Peterson Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 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 The Streeterville Corp.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Streeterville Corporation to maintain and use an existing canopy over the public right of way in E. Chicago Avenue attached to the building or structure located at No. 215 E. Chicago Avenue for a period of three (3) years from and after January 3, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 53 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-eight and no/100 Dollars (\$78.00) 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 Stuarts Men Clothing: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Stuarts Men Clothing to construct, maintain and use a canopy over the public right of way in E. Oak Street attached to the building or structure located at No. 102 E. Oak Street for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 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 Tastebuds: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Tastebuds to maintain and use a canopy over the public right of way in W. Webster Avenue attached to the building or structure located at No. 746 W. Webster 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 25 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to 2660 Associates: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to 2660 Associates to maintain and use an existing canopy over the public right of way in N. Halsted Street attached to the building or structure located at No. 2660 N. Halsted Street for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 2 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 Robert C. Woo and Bow Lin C. Woo: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Robert C. Woo and Bow Lin C. Woo to maintain and use an existing canopy over the public right of way in S. Wentworth Avenue attached to the building or structure located at No. 2201 S. Wentworth Avenue for a period of three (3) years from and after February 11, 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 11 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating

to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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Grant to Workbench: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Workbench to maintain and use an existing canopy over the public right of way in W. Hubbard Street attached to the building or structure located at No. 158 W. Hubbard Street for a period of three (3) years from and after February 11, 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 6 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

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**Authority Granted for Vacation of Portion of East-West Public Way in
Block Bounded by W. 63rd St., W. 64th St., S. Parnell Av.
and S. Normal Blvd.**

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 August 10, 1983, C.J.P. p. 1460):

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

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

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public way 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 part of the east-west 45 foot public way between S. Parnell Avenue and S. Normal Boulevard as opened by ordinance passed April 21, 1982, and recorded May 17, 1982, in the office of the Recorder of Deeds as Document No. 26230804 described as follows:

The north 2 feet of the south 20 feet of Lots 8 and 41 in Block 3 in University Subdivision of Englewood being the east 35 acres of the north 70 acres of the N.W. ¼ of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian; also that part of the north-south 14-foot public alley lying between the extension of the north line of the south 20 feet of Lots 8 and 41 and the extension of the north line of the south 18 feet of said Lots 8 and 41 in Block 3 in University Subdivision of Englewood aforementioned; said part of public way and part of public alley herein vacated being further described as the north 2 feet of the 45 foot public way between S. Parnell Avenue and S. Normal Boulevard, together with the north 2 feet of the remaining north-south 14-foot public alley in the block bounded by W.

63rd Street, W. 64th Street, S. Parnell Avenue, and S. Normal Boulevard as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along part of public way and part of public alley as herein vacated with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Englewood Eden Green, Ltd. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said part of public way and part of public alley hereby vacated, the sum of Three Thousand Eight Hundred and no/100 dollars (3,800.00), 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 the costs of removing paving and curb returns and constructing sidewalk and curb in that part of the public way hereby vacated, similar to the existing sidewalk and curb in the public way. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Englewood Eden Green, Ltd. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

**Time Extension Authorized for Vacation of Portion of N.
West Water St. Between W. Randolph St. and W.
Washington St.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance extending the time period for an additional six months, relating to the vacation of a portion of N. West Water Street.

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

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

Nays--None.

The following is said ordinance as passed:

WHEREAS, That the ordinance passed by the City Council June 30, 1982, (C. J. pp. 11282-83) vacating part of N. West Water Street was amended December 27, 1982, (C.J. p.14594) to extend the time period from six (6) months to nine (9) months and also corrected the legal description to include the Section, Township, and Range, and was further amended March 9, 1983, (C.J. pp.16413-14) and July 27, 1983, (C.J. pp.964-965) to extend the time period from nine (9) months to twelve (12) months; was not recorded within the time limit provided for in the ordinance; and

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

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

SECTION 1. That all that part of N. West Water Street lying south of the south line of W. Randolph Street, lying north of the north line of W. Washington Street, lying west of and adjoining Lots 1 to 5, both inclusive, in Block "0" in Original Town of Chicago in the S. 1/2 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; and lying east of a direct line drawn from a point in the south line of Lot 9 in Block 44 in Original Town of Chicago, which is 41.87 feet east of the southwest corner of said Lot 9 to a point in the north line of Lot 1 in said Block 44, which is 85.70 feet east of the northwest corner of said Lot 1 as shown and located on the plat recorded August 18, 1855, as Document No. 62008, in Cook County, Illinois, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that Riverside Park LTD., its successors, or assigns shall execute and deliver to the Office of the Corporation Counsel and the Commissioner of Public Works of the City of Chicago prior to the issuance of any building permit on said beneficiary's premises a grant of easement for ingress and egress between W. Randolph Street and W. Washington Street of a strip of land 20 feet in width over and across N. West Water Street as herein vacated to remain open above the existing grade and below an elevation of 16 feet above the existing grade. Upon the approval of the Corporation Counsel and the Commissioner of Public Works said grant of easement shall forthwith be recorded in the Recorder's Office of Cook County, Illinois, by Riverside Park LTD., and the Document No. thereof, shall be furnished to the Office of the Commissioner of Public Works.

The vacation herein provided for is further made subject to existing railroad track ordinances and Riverside Park LTD., hereby agrees to accept the terms and conditions of all existing ordinances between the City of Chicago and the railroads occupying that part of N. West Water Street herein vacated.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the Riverside Park LTD., shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to Riverside Park LTD., being the owner of the west half of N. West Water Street hereby vacated and to all of the City's right, title and interest to the reversionary interest in the east half of N. West Water Street hereby vacated, which the City will convey by separate quit-claim deed to Riverside Park LTD. the sum of One Million Four Hundred Eighty-Five Thousand Six Hundred and no/100 dollars (\$1,485,600.00) which sum in the judgment of this body will be equal to such benefits; and further, shall within six (6) months 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 entrances to the public street hereby vacated, similar to the sidewalk and curb in W. Randolph Street and W. Washington Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the Riverside Park LTD., 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 Given for Acceptance of Quitclaim Deed and Provision Made
for Opening of Portions of Specified Streets.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance concerning acceptance of a quitclaim deed and provision made for the opening of portions of W. 37th Street and S. Iron Street.

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

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

Nays--None.

The following is said ordinance as passed:

WHEREAS, It is desired to open for use as a public street that part of W. 37th Street (private) between S. Ashland Avenue and S. Iron Street (private); and that part of S. Iron Street (private) between the south line of W. 37th Place (private) and the center line of W. 36th Street extended east; and

WHEREAS, The accompanying deed provides for such openings; now, therefore,

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

SECTION 1. That the accompanying deed from Frederick H. Prince and William Norman Wood Prince not as individuals but as trustee's of the Central Manufacturing District, to the City of Chicago providing for the opening of W. 37th Street and S. Iron Street described as follows, be accepted by the City of Chicago for public street purposes:

Parcel "A" (W. 37th St.)

Those parts of the strip of land, 66 feet wide, known as West 37th Street, a private street, in the Southwest Quarter of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

That part of the North 33 feet of the North Half of the South Half of the Southwest Quarter of said Section 32 lying East of the East line of the West 33 feet of said Southwest Quarter and lying West of the westerly line of South Iron Street, a private street, 50 feet wide; together with that part of the South 33 feet of the South Half of the North Half of the Southwest Quarter of said Section 32 lying East of the East line of the West Half of the Southwest Quarter of the Northwest Quarter of said Southwest Quarter, and lying west of the westerly line of said South Iron Street.

also

Parcel "B" (S. Iron St.)

That part of the strip of land, 50 feet wide, known as South Iron Street, a private street, in the East Half of the Southwest Quarter of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, which part lies North of the eastward extension of the South line of West 37th Place, a private street, 50 feet wide, and south of the North line of the South Half of the North Half of the Southwest Quarter of said Section 32.

SECTION 2. The Department of Public Works, Bureau of Maps and Plats, is hereby authorized and directed to file for record in the Office of the Recorder of Deeds of Cook County, Illinois, the accompanying deed.

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

Supt. of Maps Directed to Approve Plats of Subdivision.

The Committee on Streets and Alleys submitted separate reports recommending that the City Council pass five proposed ordinances transmitted therewith for approval of plats of subdivision (which were referred to the committee on November 23, December 6 and 16, 1983).

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

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

Nays--None.

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

Cook Terminal Subdivision.

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of "Cook Terminal Subdivision" located on the northerly side of W. 38th Street approximately 669.4 feet west of S. St. Louis Avenue and having a frontage of 1254.60 feet along W. 38th Street and a depth of 230.00 feet to the southerly right of way of the Chicago Alton Railroad, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 35-12-83-861).

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

David J. Cahill's Seventh Addition to Chicago.

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of "David J. Cahill's Seventh Addition to Chicago" located in the area bounded by W. Castleisland Avenue, W. Sunnyside Avenue, N. Delphia Avenue, and N. Cumberland Avenue, 585.18 feet on W. Castleisland Avenue and 218.46 feet on both sides of N. Maria Court and also providing for the dedication of a public street running west from N. Maria Court, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 14-41-83-865).

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

General Mills, Inc. Owner's Fourth Division.

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of "General Mills, Inc. Owner's Fourth Division" located on the east side of S. Muskegon Avenue between a line 257.34 feet north of the north line of E. 106th Street and a line 467.32 feet north of the north line of E. 106th Street and having a depth of 1275 feet, more or less, and connecting northerly to Ship No. 4, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 7-10-83-863).

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

First Addition to Talley's Corner Subdivision.

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a 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, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 11-19-83-859).

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

—
West Town Subdivision.

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of West Town Subdivision in the area bounded by W. Blackhawk Street, N. Paulina Street, N. Milwaukee Avenue, and N. Ashland Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 6-32-83-864).

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

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**Authority Granted for Reconstruction of Sidewalks,
Etc. at Various Locations.**

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance (which was referred to the committee on November 9, 1983):

WHEREAS, The City of Chicago, Department of Economic Development, has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Block Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on North Milwaukee Avenue from West Armitage Avenue to 597 feet northerly thereof and the sidewalks on West Armitage Avenue from North Campbell Avenue to North Milwaukee Avenue and the east sidewalk on North Milwaukee Avenue from North Maplewood Avenue to the first alley north of North Maplewood Avenue and the west sidewalk on North Milwaukee Avenue from No. 2060 North Milwaukee Avenue to No. 2074 North Milwaukee Avenue and the sidewalks be improved with 5-inch Portland Cement Concrete Sidewalk and that at various locations trees with protective grates be installed.

SECTION 2. The protective grates will be the responsibility of the Department of Public Works.

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

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

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

Nays--None.

Permit Issued for Installation of Planters at Specified Location.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, December 27, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on December 16, 1983) to Baxter Homes, No. 1601 Oakwood Avenue, Highland Park, Illinois, for the installation and maintenance of planters within the public right of way in front of the premises known as 40 E. Delaware Place, Chicago, etc. (42nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays--None.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Baxter Homes, No. 1601 Oakwood Avenue, Highland Park, Illinois, for the installation and maintenance of planters within the public right of way in front of the premises known as 40 E. Delaware Place, Chicago, upon the approval of plans and specifications, and upon the payment of permit fees but without compensation. The applicant shall file with the City of Chicago sufficient financial security to indemnify, save and hold harmless the City of Chicago from any liability and expense.

**Authority Granted for Street and Alley Improvements
by Special Assessment.**

The Committee on Streets and Alleys, to which had been referred (December 6, 1983) fourteen proposed ordinances recommended by the Board of Local Improvements for street and alley improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

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

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

Nays--None.

The following are descriptive summaries of the said fourteen improvement ordinances as passed:

*Alley Between S. Anthony Av., E. 89th St., S. Yates Blvd. and
S. Oglesby Av., Etc.--Grading, Paving and Improving.*

An ordinance for grading and paving the roadway of the alley between S. Anthony Avenue, E. 89th Street, S. Yates Boulevard and S. Oglesby Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of E. 89th Street to the north line of E. 89th Street.

*Alley Between W. Estes Av., W. Greenleaf Av., N. Wolcott Av. and
N. Damen Av. Etc.--Grading, Paving and Improving.*

An ordinance for grading and paving the roadway of the alley between W. Estes Avenue, W. Greenleaf Avenue, N. Wolcott Avenue and N. Damen Avenue; also that part of the roadway from a line parallel with and twenty-one (21) feet west of the east line of N. Damen Avenue to the east line of N. Damen Avenue.

*Alleys Between W. Thorndale Av., W. Ardmore Av., N. Ozark and
N. Canfield Aves., Etc.--Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadways of the alleys between W. Thorndale Avenue, W. Ardmore Avenue, N. Ozark Avenue and N. Canfield Avenue; also that part of the roadway from a line parallel with and eleven (11) feet westerly of the easterly line of N. Canfield Avenue to the easterly line of N. Canfield Avenue.

*Alley Between W. 32nd St., W. 33rd St., S. Ridgeway and S.
Hamlin Aves., Etc.--Sewer, Etc., and Grading, Paving
and Improving.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete - grading, paving and otherwise improving the roadway of the alley between W. 32nd Street, W. 33rd Street, S. Ridgeway Avenue and S. Hamlin Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 32nd Street to the south line of W. 32nd Street.

*Alley Between W. 64th St., W. 64th Pl., S. St. Louis
and S. Central Park Aves.--Etc. Sewer, Etc.
and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadway of the alley between W. 64th Street, W. 64th Place, S. St. Louis Avenue and S. Central Park Avenue.

*Alley Between E. 80th St., E. 81st St., S. Bennett and S. Constance
Aves., Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadway of the alley between E. 80th Street, E. 81st Street, S. Bennett Avenue and S. Constance Avenue; also that part of the north and south roadway from a line parallel with and nineteen (19) feet north of the south line of E. 80th Street to the south line of E. 80th Street; also that part of the north and south roadway from a line parallel with and nineteen (19) feet south of the north line of E. 81st Street to the north line of E. 81st Street.

*Alley Between E. 84th St., E. 84th Pl., S. Cregier and S. East End Aves.,
Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasin complete - grading, paving and otherwise improving the roadway of the alley between E. 84th Street, E. 84th Place, S. Cregier Avenue and S. East End Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of S. Cregier Avenue to the west line of S. Cregier Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet west of the east line of S. East End Avenue to the east line of S. East End Avenue.

*Alley Between W. 90th St., W. 91st St., S. Aberdeen and S. May Sts.,
Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadway of the alley between W. 90th Street, W. 91st Street, S. Aberdeen Street and S. May Street; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 90th Street to the south line of W. 90th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 91st Street to the north line of W. 91st Street.

*Alley Between E. 91st St., E. 92nd St., S. Yates and S. Oglesby Aves.,
Etc.--Sewer, Etc. and Grading, Paving and Improving.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadway of the alley between E. 91st Street, E. 92nd Street, S. Yates Avenue and S. Oglesby Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of E. 91st Street to the south line of E. 91st Street; also that part of the roadway from a line parallel with and fourteen (14) feet south of the north line of E. 92nd Street to the north line of E. 92nd Street.

*Alley Between E. 100th St., E. 101st St., S. Vernon Av. and S. Dr. Martin
Luther King Jr. Dr., Etc.--Sewer, Etc. and Grading, Paving
and Improving.*

An ordinance constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadway of the alley between E. 100th Street, E. 101st Street, S. Vernon Avenue and S. Dr. Martin Luther King Jr. Drive; also that part of the roadway from a line parallel with and eleven (11) feet north of the south line of E. 100th Street to the south line of E. 100th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of E. 101st Street to the north line of E. 101st Street.

*Alleys Between E. 102nd St., E. 102nd Pl., S. Dauphin and
S. St. Lawrence Aves., Etc.--Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadway of the alley between E. 102nd Street, E. 102nd Place, S. Dauphin Avenue and S. St. Lawrence Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 102nd Street to the south line of E. 102nd Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of E. 102nd Place to the north line of E. 102nd Place.

*Alleys Between E. 120th St., E. 120th Pl., S. Indiana and S.
Michigan Aves., Etc.--Sewer, Etc. and Grading, Paving and
Improving.*

An ordinance constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadways of the alleys between E. 120th Street, E. 120th Place, S. Indiana Avenue and S. Michigan Avenue; also that part of the first north and south roadway west of S. Indiana Avenue from a line parallel with and eighteen (18) feet north of the south line of E. 120th Street to the south line of E. 120th Street; also that part of the first north and south roadway west of S. Indiana Avenue from a line parallel with and eighteen (18) feet south of the north line of E. 120th Place to the north line of E. 120th Place; also that part of the second north and south roadway west of S. Indiana Avenue from a line parallel with and eighteen (18) feet north of the north line of E. 120th Street to the south line of E. 120th Street; also that part of the second north and south roadway west of S. Indiana Avenue from a line parallel with and eighteen (18) feet south of the north line of E. 120th Place to the north line of E. 120th Place.

*Alleys Between E. 122nd Pl., E. 123rd St., S. Michigan Av. and
S. State St., Etc.--Sewer, Etc. and Grading, Paving and
Improving.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete - grading, paving and otherwise improving the roadways of the alleys between E. 122nd Place, E. 123rd Street, S. Michigan Avenue and S. State Street; also that part of the first north and south roadway west of S. Michigan Avenue from a line parallel with and eighteen (18) feet north of the south line of E. 122nd Place to the south line of E. 122nd Place; also that part of the first north and south roadway west of S. Michigan Avenue from a line parallel with and eighteen (18) feet south of the north line of E. 123rd Street to the north line of E. 123rd Street; also that part of the first north and south roadway east of S. State Street from a line parallel with and eighteen (18) feet north of the south line of E. 122nd Place to the south line of E. 122nd Place; also that part of the first north and south roadway east of S. State Street from a line parallel with and eighteen (18) feet south of the north line of E. 123rd Street to the north line of E. 123rd Street.

*Alleys Between E. 125th Pl., E. 126th Pl., S. Indiana and
S. Edbrooke Aves., Etc.--Sewer, Etc. and Grading,
Paving and Improving.*

An ordinance for constructing tile pipe sewer with new concrete catchbasins, complete - grading, paving and otherwise improving the roadways of the alleys between E. 125th Place, E. 126th Place, S. Indiana Avenue and S. Edbrooke Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 125th Place to the south line of E. 125th Place; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Indiana Avenue to the west line of S. Indiana Avenue.

**Ordinance Repealed for Constructing Tile Pipe Sewer, Etc.
in Alleys Between E. 100th St., E. 101st St.,
S. Torrence and S. Hoxie Aves., Etc.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, December 27, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed repealing ordinance transmitted herewith (referred on December 6, 1983) passed on the 12th day of November, A.D. 1982, (C. J. Page 13500) for constructing a tile sewer and a tile pipe sewer with three (3) new manholes and three (3) new catchbasins complete - grading, paving and otherwise improving the roadway of the alley between E. 100th Street, E. 101st Street, S. Torrence Avenue and S. Hoxie Avenue; also that part of the roadway from a line parallel with the

twenty-nine (29) feet north of the south line of E. 100th Street to the south line of E. 100th Street (10th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays--None.

The following is said repealing ordinance as passed:

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

SECTION 1. That the ordinance entitled "An ordinance for constructing a ten (10) inch and a twelve (12) inch tile pipe sewer with three (3) new concrete manholes and three (3) new concrete catchbasins complete - grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between E. 100th Street, E. 101st Street, S. Torrence Avenue and S. Hoxie Avenue, etc. in the City of Chicago" passed by the City Council on the 12th day of November, A.D. 1982, (C. J. Page 13500) and in force from and after the date of its passage, be and the same hereby is repealed.

SECTION 2. That the Corporation Counsel be and he is hereby directed to dismiss the petition in said case, Docket 57512 of the Circuit Court of Cook County, County Division, and that the assessment made under the provisions of said ordinance, be and the same hereby is annulled.

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

**Ordinance Repealed for Constructing Tile Pipe Sewer,
Etc., in Alleys Between W. 123rd St., W. 124th St.,
S. Lowe and S. Union Aves., Etc.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, December 27, 1983.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that your Honorable Body *Pass* the proposed Repealing Ordinance transmitted herewith (referred on December 6, 1983) passed on the 28th day of June, A.D. 1983, for constructing tile pipe sewer with one (1) new catchbasin complete - grading, paving and otherwise improving the roadways of the alleys between W. 123rd Street, W. 124th Street, S. Lowe Avenue and S. Union Avenue, etc. (9th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

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

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

Nays--None.

The following is said repealing ordinance as passed:

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

SECTION 1. That the ordinance entitled "An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete catchbasin complete -grading, paving with eight (8) inches of Portland Cement Concrete and otherwise improving the roadways of the alleys between W. 123rd Street, W. 124th Street, S. Lowe Avenue and S. Union Avenue, in the City of Chicago" passed by the City Council on the 28th day of June, A.D. 1983, and in force from and after the date of its passage, be and the same hereby is repealed.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

Loading Zones Established and Amended on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee in reference to loading zones.

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

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

Nays--None.

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

Loading Zones Established.

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

<i>Public Way</i>	<i>Distance and Hours</i>
W. Belmont Avenue (north side)	From a point 195 feet west of N. Washtenaw Avenue to a point 70 feet west thereof--8 A.M. to 6 P.M.--Monday thru Saturday;
N. Lockwood Avenue (west side)	From a point 20 feet north of property line of W. Division Street to a point 45 feet north thereof--8 A.M. to 8 P.M.--Monday thru Saturday;

E. Elm Street (north side)	From a point 46 feet east of N. State Street to a point 24 feet east thereof;
W. Institute Place (south side)	From a point 60 feet west of N. Franklin Street to a point 40 feet west thereof--9 A.M. to 5 P.M.--Monday thru Friday;
W. Fullerton Avenue (north side)	From a point 37 feet east of N. Bernard Street to a point 25 feet east thereof--9 A.M. to 9 P.M.--Monday thru Saturday;
W. Fullerton Avenue (south side)	From a point 45 feet west of N. Drake Avenue to a point 70 feet west thereof--8 A.M. to 7 P.M.--Monday thru Saturday;
W. Grand Avenue (north side)	From a point 132 feet west of N. Monticello Avenue to a point 40 feet west thereof--9 A.M. to 6 P.M.--Monday thru Saturday;
Grand Avenue	From a point 95 feet east of N. Hamlin Avenue to a point 25 feet east thereof--8 A.M. to 8 P.M.--Monday thru Saturday;
S. Halsted Street (east side)	From a point 125 feet north of W. 74th Street to a point 50 feet north thereof--9 A.M. to 7 P.M.--Monday thru Saturday;
N. Kedzie Avenue (west side)	From a point 40 feet south of W. Eastwood Avenue to a point 47 feet south thereof--8 A.M. to 6 P.M.--Monday thru Saturday;
N. Milwaukee Avenue (west side)	From a point 35 feet south of N. Keystone Avenue to a point 25 feet south thereof--8 A.M. to 10 P.M.--Monday thru Saturday;
W. North Avenue (south side)	From a point 55 feet east of N. Kimball Avenue to a point 75 feet east thereof--9 A.M. to 8 P.M.--Monday thru Saturday;
W. North Avenue (south side)	From a point 25 feet west of N. Kedvale Avenue to a point 71 feet west thereof--9 A.M. to 8 P.M.--Monday thru Saturday;
W. Oakdale Avenue (south side)	From a point 90 feet west of N. Southport Avenue to a point 25 feet west thereof--9 A.M. to 6 P.M.--Monday thru Friday;
E. 50th Street (north side)	From a point 118 feet east of S. Dorchester Avenue to a point 25 feet east thereof--8 A.M. to 6 P.M.--Monday thru Friday;
W. 75th Street (south side)	From a point 85 feet east of S. Wentworth Avenue to a point 25 feet east thereof--8 A.M. to 4:30 P.M.--Monday thru Friday.

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

Loading Zone Amended.

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

SECTION 1. That an ordinance passed by the City Council on June 28, 1983, printed on pages 291-292 of the Journal of the Proceedings of said date, establishing loading zones at sundry locations, be and the same is hereby amended by striking therefrom, the following:

E. 73rd Street (north side)

From a point 145 feet west of S. South Shore Drive to a point 25 feet west thereof--8 A.M. to 6 P.M.--Monday thru Saturday.

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

Vehicular-Traffic Movements Restricted and Amended on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to vehicular-traffic movements.

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

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

Nays--None.

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

Vehicular-Traffic Movements Restricted.

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

<i>Public Way</i>	<i>Limits and Direction</i>
W. Barry Avenue	From N. Kimball Avenue to N. Kedzie Avenue--easterly;
S. Bishop Street	From W. 95th Street to W. 97th Street--southerly;
W. Concord Place	From N. Orchard Street to N. Burling Street--westerly;
W. Cullerton Street	Between S. Washtenaw Avenue and S. Rockwell Street--easterly;
S. Keeler Avenue	S. Odgen Avenue to W. Cermak Road--southerly;
W. Lexington Street	From N. Karlov Avenue to N. Pulaski Road--easterly;
S. Talman Avenue	From W. 115th Street to W. 111th Street--northerly;

1st Alley north of W. 26th Street	Between S. Pulaski Road and S. Harding Avenue--westerly;
E. 50th Place	Between S. Martin Luther King Jr. Drive and S. Forrestville Avenue--easterly;
E. 50th Place	Between S. St. Lawrence Avenue and S. Cottage Grove Avenue--easterly;
E. 74th Place	Between S. Phillips Avenue and S. Kingston Avenue--westerly;
East-west alley south of E. 87th Street	From S. Calumet Avenue to S. Indiana Avenue--westerly;
W. 125th Street	S. State Street to S. Perry Avenue--westerly.

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

Vehicular-Traffic Movements Amended.

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

SECTION 1. Amend ordinance passed 3-14-73, page 5244-45 which reads "W. Berwyn Avenue from N. Sheridan Road to N. Winthrop Avenue "westerly" by striking "westerly" and inserting in lieu thereof "easterly".

SECTION 2. Amend ordinance passed 9-12-73, page 6162, which reads "S. Kenneth Avenue from W. 53rd Street to S. Archer Avenue" and inserting in lieu thereof S. Kenneth Avenue from the 1st alley south of S. Archer Avenue to W. 53rd Street "northerly".

SECTION 3. Amend ordinance passed 9-15-76, page 3693, S. Nordica Avenue from S. Archer Avenue to W. 59th Street and inserting S. Nordica Avenue from 1st alley south of S. Archer Avenue to W. 59th Street "northerly".

SECTION 4. Amend ordinance passed 6-28-83, page 294, which reads "S. Montgomery Avenue from S. Rockwell Street to S. Archer Avenue "northwesterly" by striking "S. Archer Avenue" and inserting in lieu thereof "the first alley south of S. Archer Avenue".

SECTION 5. Amend ordinance 10-24-73, page 6440 related to "S. Sangamon Street by striking "from W. 88th Street to W. 85th Street" and inserting "from W. 87th Street to W. 85th Street--"northerly".

SECTION 6. Amend ordinance passed 9-20-50, page 6886, which reads "N. Wisner Avenue from N. Milwaukee Avenue to N. Kimball Avenue--southerly by striking "southerly" and inserting in lieu thereof "northerly".

SECTION 7. Amend by striking therefrom the following "E. 50th Place between S. South Park Avenue and S. Cottage Grove Avenue"--"easterly".

SECTION 8. Amend east/west alley south of W. 59th Street between S. Troy Street and S. Kedzie Avenue westerly by striking therefrom the following "south" and inserting in lieu thereof "north".

SECTION 9. This ordinance shall take effect and be in force hereinafter its passage and publication.

Parking-Meter Zones Established on Portions of Designated Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders referred to the Committee on June 28 and August 10, 1983):

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish Parking Meter Areas as follows:

<i>Street</i>	<i>Limits</i>
N. Hudson Avenue (both sides)	Between W. Huron Street and W. Superior Street--two-hour meters: 8 A.M. to 6 P.M.--Monday thru Saturday--25 for each thirty minute period. Extension to meter area No. 243 NNS;
E. Randolph Street (both sides) (Grade Level)	Between N. Columbus Drive and N. Field Drive--Monday thru Saturday--7 A.M. to 6 P.M.--25 for each hour parked with a 10-hour limit. Establishment of New Parking Meter Area No. 351-CBD.

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

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

Nays--None.

Parking Limitations Established and Amended on Portions of Sundry Streets.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on August 10, August 17 and October 12, 1983).

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

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

Nays--None.

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

Parking Limitations Established.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

<i>Public Way</i>	<i>Limits and Time</i>
S. Archer Avenue (south side)	S. Massasoit Avenue to S. Major Avenue--30 minutes, at all times--Monday thru Friday;

W. Armitage Avenue (north side)	From W. Bingham Street and W. Stave Street--30 minutes, 8 A.M. to 4 P.M.--Monday thru Saturday;
N. Christiana Avenue (west side)	From W. Belmont Avenue to a point 90 feet south thereof--1-hour, 9 A.M. to 4 P.M.--Monday thru Saturday;
N. Bernard Avenue (both sides)	From W. Belmont Avenue to the 1st alley south thereof--1-hour, 8 A.M. to 6 P.M.--Monday thru Friday;
W. 21st Street (north side).	From a point 30 feet east of S. Western Avenue to a point 75 feet east thereof--1-hour parking, 8 A.M. to 6 P.M.

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

Parking Limitations Amended.

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

SECTION 1. That an ordinance passed by the City Council on March 2, 1960, printed on page 2122, limiting the parking of vehicles on portions of designated streets, and amended on December 10, 1971, printed on page 1574 of the Journal of the Proceedings of said date, as it relates to N. McVicker Avenue (es) from W. Dickens Avenue to W. Grand Avenue 1-hour parking 8 A.M. to 6 P.M. except on Saturdays, Sundays and Holidays, be and the same is hereby amended by removing said signs from in front of Nos. 2129, 2147 and 2155.

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

**Regulations Prescribed, Amended or Discontinued in
Reference to Parking of Vehicles on
Sundry Streets.**

The Committee on Traffic Control and Safety submitted five proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to parking of vehicles.

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

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

Nays--None.

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

Prohibition Against Parking of Vehicles at All Times.

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

SECTION 1. That an ordinance passed by the City Council prohibiting the parking of vehicles at any time on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"N. Avondale Avenue (south side)

From N. Pulaski Road to the first alley west thereof".

SECTION 2. That an ordinance heretofore passed by the City Council prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"N. Avondale Street (east side)

Between N. Pulaski Road and N. Keystone Avenue".

SECTION 3. That an ordinance passed by the City Council on December 8, 1982, page 13967 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended, as it relates to N. Dearborn Street (east side) from W. Maple Street to a point 77 feet north thereof, by adding thereto the words "Tow Zone".

SECTION 4. That an ordinance passed by the City Council on November 9, 1983, page 3287 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom the following:

"N. Kenmore Avenue (east side)

From a point 181 feet north of Foster Avenue, to a point 35 feet north thereof--No Parking Loading Zone--10 A.M. to 5 P.M.--Monday thru Friday";

and inserting in lieu thereof:

"N. Kenmore Avenue (east side)

From a point 181 feet north of Foster Avenue to a point 35 feet north thereof--No Parking Anytime."

SECTION 5. That an ordinance passed by the City Council on October 6, 1981, printed on pages 7380-82 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"S. Kolmar Avenue (both sides)

From Archer Avenue to W. 51st Street--Truck parking prohibited at all times".

SECTION 6. That an ordinance passed by the City Council on April 21, 1982, page 10388 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended, as it relates to N. LaSalle Street, (west side) from a point 200 feet south of W. Maple Street to a point 65 feet south thereof, by adding thereto the words "Tow-Away Zone".

SECTION 7. That an ordinance passed by the City Council on October 12, 1983, printed on pages 2340-42 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended, by striking therefrom, the following:

"S. Mulligan Avenue
(west side) No. 5226

From a point 260 feet south of W. 52nd Street to a point 25 feet south thereof--Handicapped Parking Permit No. 679".

SECTION 8. That an ordinance passed by the City Council on July 7, 1978, printed on page 8093 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended, by striking therefrom the following: S. Watkins Avenue (east side) from W. 115th Street to a point 280 feet south of W. 116th Street. Strike, Parking Prohibited At All Times.

and inserting in lieu thereof:

No Stopping, Standing or Parking At All Times.

SECTION 9. That this ordinance shall take effect and be in force from and after its passage and publication.

*Prohibition Against Parking of Vehicles During Specified Hours.**Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

<i>Public Way</i>	<i>Limits and Time</i>
S. Archer Avenue (south side)	From a point 189 feet west of S. Arch Street to a point 25 feet west thereof--9 A.M. to 6 P.M.--Monday thru Saturday;
N. Avondale Avenue (south side)	From N. Pulaski Road to the first alley west thereof--8 A.M. to 10 A.M.--Monday thru Friday;
S. California Avenue (west side)	From a point 101 feet north of W. 44th Street to a point 25 feet north thereof--8 A.M. to 4 P.M.--Monday thru Saturday;
S. Longwood Drive (east side)	From W. 91st Street to a point 136 feet south thereof;
W. Rascher Avenue	From N. Harlem Avenue to a point 250 feet west thereof--8 A.M. to 10 A.M.;
N. Sangamon Street	From a point 50 feet south of W. Lake Street to a point 50 feet south thereof--8 A.M. to 6 P.M.--Monday thru Friday;
W. 53rd Street (north side)	From a point 90 feet west of S. Knox Avenue to a point 85 feet west thereof--8 A.M. to 5 P.M.--Monday thru Friday.

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

*Amend Prohibition Against Parking of Vehicles During Specified Hours.**Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the ordinance passed by the City Council on September 13, 1978, printed on page 8318, of the Journal of the Proceedings of said date, establishing parking prohibited during specified hours on portions of sundry streets, be and the same is hereby amended by striking S. Kenneth Avenue (both sides) from S. Archer Avenue to W. 52nd Street and inserting in lieu thereof S. Kenneth Avenue (both sides) between S. Archer Avenue and the first alley south thereof.

SECTION 2. That the ordinance passed by the City Council on May 21, 1952, printed on page 2440 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"N. Kostner Avenue (east and west sides)	From W. Division Street to W. North Avenue--4 P.M. to 6 P.M. (except Saturdays, Sundays and Holidays)";
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and inserting in lieu thereof:

"N. Kostner Avenue (both sides)	From W. Division Street to W. Hirsch Street--4 P.M. to 6 P.M.--Monday thru Friday."
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SECTION 3. That an ordinance passed by the City Council on March 29, 1972, page 2808 of the Journal of the Proceedings of said date prohibiting the parking of vehicles during specified hours on portions of sundry streets; be and the same is hereby amended by striking therefrom the following:

"N. Lotus Avenue (both sides)

From W. Giddings Street to W. Lawrence Avenue-- 8 A.M. to 10 A.M.--Monday thru Friday".

SECTION 4. That an ordinance passed by the City Council on June 28, 1983, printed on pages 309-310 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles on portions of designated streets be and the same is hereby amended by striking therefrom the following:

"S. Merrimac Avenue (east side)

From S. Archer Avenue to W. 55th Street--parking prohibited during specified hours--8 A.M. to 10 A.M.--Monday thru Friday";

and inserting in lieu thereof:

"S. Merrimac Avenue (east side)

From the 1st alley south of S. Archer Avenue to W. 55th Street--parking prohibited during specified hours--8 A.M. to 10 A.M.--Monday thru Friday."

SECTION 5. That an ordinance passed by the City Council on March 14, 1957, page 4490 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles during specified hours on portions of sundry streets, be and the same is hereby amended by striking therefrom the following:

"N. Normandy Avenue

From W. Fullerton Avenue to W. Wrightwood Avenue--8 A.M. to 6 P.M. (except Saturday, Sunday and holidays)."

SECTION 6. That an ordinance passed by the City Council on May 20, 1970, printed on page 8624 of the Journal of the Proceedings of said date prohibiting the parking of vehicles on portions of designated streets during specified hours, be and the same is hereby amended by striking therefrom, the following:

"S. Pulaski Road (both sides)

From W. 31st Street to W. 33rd Street--7 A.M. to 9 A.M., 4 P.M. to 6 P.M., (except Saturday, Sunday and holidays)."

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

Residential Parking Established.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named streets are hereby designated as Residential Parking, for the following locations:

Street

Limits

N. East River Road (east side)

Between W. Foster Avenue to W. Berwyn Avenue--extension to resident permit parking District Zone No. 17-- at all times;

S. Hoyne Avenue (both sides)

Between W. 110th Street and W. 111th Street--establishment of resident permit parking District Zone No. 28;

S. Narragansett Avenue (both sides)	Between 1st alley north of Archer Avenue and 54th Street--8 A.M. to 6 P.M.--Monday thru Saturday--extension to resident permit parking District Zone No. 7;
N. Nashville Avenue (both sides)	Between 1st alley north of W. North Avenue and W. Wabansia Avenue--establishment of resident permit parking District No. 26--at all times;
Normandy Avenue (both sides)	Between the 1st alley north of Archer Avenue and 54th Street--extension of resident permit parking District Zone No. 7;
S. Spaulding Avenue (both sides)	Between the 1st alley south of W. 111th Street and 112th Place--establishment of resident permit parking District Zone No. 27--9 P.M. to 6 A.M.;
S. Winchester Avenue (both sides)	Between W. 94th Street and W. 95th Street--extension to resident permit parking District Zone No. 12--at all times;
S. Hale Street (both sides)	From W. 118th Street to W. 119th Street.

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

Prohibition at All Times Against Parking of Vehicles.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

<i>Public Way</i>	<i>Area</i>
W. Addison Street (both sides)	From N. Kimball Avenue to the Kennedy Expressway;
W. Albion Avenue (south side)	From a point 80 feet of N. Richmond Street to a point 25 feet east thereof--Driveway;
W. Argyle Street (north side)	From a point 120 feet west of N. Leavitt Street to a point 25 feet west thereof--(2212 W. Argyle Street)--Handicapped Parking Permit No. 707;
S. Bishop Street	Nos. 7748-50 (at either side of Driveway)--25 feet;
N. Central Avenue (both sides)	From N. Leonard Avenue to a point 130 feet north of N. Caldwell Avenue;
W. Cullerton Street (south side)	From a point 177 feet east of S. Kostner Avenue to a point 25 feet east thereof--(4319 W. Cullerton Street)--Handicapped Parking Permit No. 683;
N. Damen Avenue (east side)	From a point 215 feet south of W. Wilson Avenue to a point 148 feet south thereof;

N. Dayton Street (both sides)	From a point 130 feet south of N. Bissell Street to a point 70 feet south thereof;
W. Drummond Place (north side)	From a point 200 feet east of N. Kildare Avenue to a point 25 feet east thereof;
S. Eberhart Avenue (east side)	From 110th Place to W. 111th Street;
W. Flournoy Street (south side)	From a point 190 feet east of S. Albany Avenue to a point 25 feet east thereof--(3021 W. Flournoy Street)--Handicapped Parking Permit No. 685;
W. Fullerton Avenue (both sides)	From N. Ashland Avenue to a point 500 feet west thereof;
W. Giddings Street	From a point 580 feet west of N. Austin Avenue to a point 25 feet west thereof--(6054 W. Giddings Street)--Handicapped Parking Permit No. 708;
W. Goethe Street (north side)	From N. Wells Street to N. Sedgwick Street;
N. Greenview Avenue (west side)	From a point 170 feet north of N. Clybourn Avenue to a point 50 feet north thereof;
N. Hamlin Avenue (west side)	From a point 245 feet north of W. North Avenue to a point 25 feet north thereof--(1624 N. Hamlin Avenue)--Handicapped Parking Permit No. 695;
S. Harding Avenue (east side)	From a point 270 feet north of W. Cermak Road to a point 25 feet north thereof--(2121 S. Harding Avenue)--Handicapped Parking Permit No. 686;
S. Honore Street (west side)	From a point 169 feet north of W. 45th Street to a point 25 feet north thereof--(4442 S. Honore Street)--Handicapped Parking Permit No. 711;
N. Keystone Avenue (east side)	From a point 405 feet north of W. Wabansia Avenue to a point 80 feet north thereof--Driveway;
S. Kilbourn Avenue (east side)	From W. 47th Street to a point 115 feet south thereof;
N. Lawndale Avenue (east side)	From a point 250 feet south of W. Ainslie Street to a point 25 feet thereof--(4837 N. Lawndale Avenue)--Handicapped Parking Permit No. 692;
N. Leavitt Street (east side)	From a point 110 feet north of W. Lyndale Avenue to a point 25 feet north thereof--(2313 N. Leavitt Street)--Handicapped Parking Permit No. 691;
W. Leland Avenue (north side)	From N. Clarendon Avenue to a point 180 feet thereof;
S. Maplewood Avenue (east side)	From a point 327 feet south of W. 40th Street to a point 25 feet thereof--(4031 S. Maplewood Avenue)--Handicapped Parking Permit No. 702;

S. May Street (east side)	From a point 150 feet south of W. 83rd Street to a point 25 feet south thereof--(8317 S. May Street)--Handicapped Parking Permit No. 705;
N. Menard Avenue (west side)	From a point 60 feet south of W. Fulton Street to a point 25 feet south thereof--(238 N. Menard Avenue) Handicapped Parking Permit No. 696;
N. Michigan Avenue (east side)	From a point 20 feet north of E. Superior Street to a point 100 feet north thereof;
N. Michigan Avenue (east side)	From a point 96 feet south of E. Chicago Avenue to a point 55 feet south thereof;
N. Neenah Avenue	From a point 260 feet south of W. Belmont Avenue to a point 25 feet south thereof--(3133 N. Neenah Avenue)--Handicapped Parking Permit No. 716;
N. Oakley Avenue (both sides)	From W. Wabansia Avenue to the first alley south thereof;
N. Octavia Avenue (east side)	From a point 245 feet north of W. Byron Street to a point 25 feet north thereof--(3925 N. Octavia Avenue)--Handicapped Parking Permit No. 709;
S. Oglesby Avenue (west side)	From a point 81 feet south of E. 71st Street to a point 34 feet south thereof;
E. Ontario Street (north side)	From a point 30 feet east of N. State Street to a point 115 feet east thereof;
E. Ontario Street (north side)	From a point 20 feet west of N. Wabash Avenue to a point 82 feet west thereof;
W. Patterson Avenue (north side)	From a point 120 feet east of N. Racine Avenue to a point 8 feet east thereof--(1130 W. Patterson Avenue)--Handicapped Loading Zone;
S. Princeton Avenue (east side)	From a point 175 feet south of W. 30th Street to a point 25 feet south thereof--(3019 S. Princeton Avenue)--Handicapped Parking Permit No. 699;
S. Pulaski Road (east side)	From W. 86th Street to a point 85 feet north thereof;
S. Racine Avenue (east side)	From a point 224 feet north of W. 53rd Street to a point 25 feet north thereof--(5235 S. Racine Avenue)--Handicapped Parking Permit No. 677;
W. School Street (south side)	From a point 214 feet west of N. Wolcott Avenue to a point 25 feet west thereof--(1923 W. School Street);
S. Stony Island Avenue (east side)	From E. 67th Street to E. 68th Street;
S. Wabash Avenue (east side)	From a point 156 feet north of E. 41st Street to a point 24 feet north thereof--(4041 S. Wabash Avenue)--Handicapped Parking Permit No. 715;

N. Waller Avenue (west side)	From a point 200 feet south of W. LeMoyné Avenue to a point 25 feet south thereof--(1438 N. Waller Avenue)--Handicapped Parking Permit No. 703;
W. Waveland Avenue (south side)	From a point 255 feet east of N. Kedvale Avenue to a point 25 feet east thereof--(4053 W. Waveland Avenue)--Handicapped Parking Permit No. 712;
W. Wayman Street (north side)	From N. Union Avenue to N. Jefferson Street;
W. Wolfram Street (south side)	From a point 145 feet west of N. Southport Avenue to a point 25 feet west thereof--(1417 W. Wolfram Street)--Handicapped Parking Permit No. 706;
W. 32nd Street (north side)	From a point 56 feet west of S. Normal Avenue to a point 25 feet west thereof--(506 W. 32nd Street)--Handicapped Parking Permit No. 678;
W. 69th Street (south side)	
W. 71st Place	From a point 65 feet east of S. Loomis Street to a point 25 feet east thereof--(1328 W. 71st Place)--Handicapped Parking Permit No. 704;
E. 76th Street (both sides)	From S. Colfax Avenue to S. Yates Avenue;
W. 79th Street (south side)	From S. Tripp Avenue to a point 50 feet east thereof;
E. 89th Place (south side)	From a point 250 feet west of S. Langley Avenue to a point 25 feet west thereof--(633 E. 89th Place)--Handicapped Parking Permit No. 697;
E. 105th Street (both sides)	From S. Michigan Avenue to the first alley east thereof.

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

Authority Granted to Establish Service Drives on Portions of Specified Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances and orders referred to the committee on August 10, August 31, September 28, October 12 and October 31, 1983):

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as a Service Drive, and further pursuant to said Section diagonal parking is hereby permitted in said newly designated location:

<i>Street</i>	<i>Limits</i>
N. Campbell Avenue (both sides)	From W. Montrose Avenue to the 1st alley north thereof;

N. Elizabeth Street (west side)	From W. Grand Avenue to N. Ogden Avenue--Diagonal Parking / Service Drive;
W. Grace Street	No. 4755--Diagonal Parking / Service Drive;
S. Kedvale Avenue (east side)	Alongside of No. 4124 W. 47th Street a distance of 125 feet Service Drive /Diagonal Parking;
S. Kedvale Avenue (east side)	From W. 47th Street to the 1st alley north thereof -- Service Drive;
N. Lawndale Avenue	Nos. 3201-13 Service Drive / Diagonal Parking;
N. Neenah Avenue (east side)	From Archer Avenue to the 1st alley south thereof -- Service Drive /Diagonal Parking;
S. Melvina Avenue (east side) thereof -- Service Drive/Diagonal Parking.	From Archer Avenue to the first alley north

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

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

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

Nays--None.

Speed Limits Imposed for Vehicles on Portions of Specified Streets.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances referred to the committee on July 6, August 10 and August 31, 1983):

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

SECTION 1. Pursuant to Section 27-212 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

<i>Street</i>	<i>Limits and Speed</i>
N. Ravenswood Avenue	Between W. Thome Avenue and W. Devon Avenue -- 20 m.p.h.;
N. Pioneer Avenue	W. Addison Street to W. Cornelia Avenue -- 20 m.p.h.;
N. Pittsburgh Avenue	Between W. Cornelia Avenue and W. Addison Street -- 25 m.p.h.

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

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

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

Nays--None.

Portion of S. Calumet Av. Designated as Thru Street.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order referred to the committee on October 12, 1983):

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

SECTION 1. Pursuant to Section 27-200 of the Municipal Code of Chicago, the following street between the limits indicated are hereby designated as thru streets:

<i>Street</i>	<i>Limits</i>
S. Calumet Avenue	Between E. 71st and E. 72nd Streets (St. Columbanus Church, 331 E. 71st Street)-- -School Purpose--7:45A.M. to 8A.M.--2P.M. to 2:30P.M.

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

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

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

Nays--None.

**Authority Granted to Consider No Thru Traffic on Portion of
S. Sacramento Av.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed order referred to the committee on August 17, 1983):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to a No Thru Traffic at the following locations:

<i>Street</i>	<i>Limits</i>
On S. Sacramento Avenue	Between S. Archer Avenue and W. 47th Street.

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

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

Nays--None.

**"Traffic Lane Tow-Away Zones" Established and Amended on
Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on August 10, 17, 31, September 28 and October 20, 1983).

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

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

Nays--None.

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance): *"Traffic Lane Tow-Away Zone" Established.*

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following locations are hereby designated as a "Traffic Lane - Tow Away Zone" between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

<i>Public Way</i>	<i>Limits and Time</i>
W. Brompton Place (south side)	From a point 220 feet west of N. Lake Shore Drive to a point 45 feet west thereof--at all times;
N. Dearborn Parkway (west side)	From a point 155 feet west of W. Schiller Street to a point 38 feet north thereof;
N. Dearborn Street (west side)	From a point 154 feet north of W. Schiller Street to a point 38 feet north thereof;
W. Goethe Street (south side)	From N. Wells Street to the first alley east thereof;
N. Lake Shore Drive	No. 3520--in front of driveway;
W. Montrose Avenue (north side)	From a point 85 feet east of S. Campbell Avenue to a point 40 feet west thereof--no parking anytime--tow-away zone;
S. Pulaski Road (east side)	From W. 53rd Street to W. 54th Street--Trucks only;

W. Rosemont Avenue (south side)

From a point 20 feet east of N. Sheridan Road to a point 155 feet east thereof.

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

"Traffic Lane Tow-Away Zone" Amended.

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

SECTION 1. That an ordinance passed by the City Council on June 28, 1983, printed on page 314 of the Journal of the Proceedings of said date, which established tow-away zone at designated location, be and the same is hereby amended by striking therefrom, the following:

"S. Pulaski Road (east side)

From W. 53rd Street to W. 54th Street -
- at all times."

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

**Traffic Warning Signs Established on Portions
of Sundry Streets.**

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee) in reference to traffic warning signs:

Ordered. That the Commissioner of Public Works be and he is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

<i>Street</i>	<i>Type of Sign</i>
Southeast corner of N. Albany Avenue (one-way street/northerly) at the intersection of W. Waveland Avenue	"Stop" sign;
S. Archer Avenue and S. Meade Avenue	"Automatic Traffic Control";
N. Bell Avenue and W. School Street	"4-Way Stop" sign;
East and west bound traffic on Bloomingdale Avenue at Maplewood Avenue	"Stop" sign;
East and west bound traffic on Bloomingdale Avenue at Rockwell Street	"Stop" sign;
Northwest corner of N. Central Avenue and N. Leonard Avenue stopping southbound Central Avenue	"Stop" sign;
S. Central Park Avenue between W. 104th Street and W. 105th Street	"Deaf Children Playing" signs;
S. Fairfield Avenue at the intersection of W. 109th Street	"Stop" sign;
W. Farragut Avenue and N. Nordica Avenue	"4-Way Stop" sign;

Southwest corner of W. Grace Street at N. Kenton Avenue	"Stop" sign;
Northbound traffic on S. Green Street at intersection of W. 80th St.	"Stop" sign;
Southbound traffic on S. Harding Avenue (one-way street) at W. 49th Street	"Stop" sign;
W. Highland Avenue and N. Paulina Street stopping east and west traffic on Highland Avenue	"Stop" sign;
W. Hubbard Street and N. Kingsbury Street	"3-Way Stop" sign;
Southwest corner of N. Humboldt Boulevard and W. Wabansia Avenue stopping Wabansia traffic	"Stop" sign "All-Way Stop" sign;
Northeast corner of Hutchinson Street and N. LeClaire Avenue stopping Hutchinson Street	"Stop" sign;
At the intersection of W. Illinois Street and N. Kingsbury Street	"Stop" signs;
Northbound traffic on S. Kenneth Avenue (one-way street) at the intersection of W. 50th Street	"Stop" sign;
Southbound traffic on S. Kenneth Avenue at intersection of W. 58th Street	"Stop" sign;
N. Laverne Avenue and W. Palmer Avenue	"4-Way Stop" sign;
Northwest corner of N. Luna Avenue and W. George Street	"Stop" signs;
W. Lunt Avenue and N. Dowagiac Avenue	"Stop" sign;
N. Melvina Avenue and W. Eastwood Avenue, stopping Melvina Avenue	"2-Way Stop" sign;
N. Monticello Avenue and W. Cullom Avenue, stopping Monticello Avenue	"Stop" signs;
For north and southbound traffic on S. Nashville Avenue at the intersection on W. 64th Street	"Stop" sign;
For north and southbound traffic on S. Neva Avenue at the intersection of W. 56th Street	"Stop" sign;
At the intersection of N. Normandy Avenue and W. Argyle Street	"Stop" sign;
At the intersection of N. Normandy Avenue and W. Strong Street	"4-Way Stop" signs;

North and southbound traffic on S. Oak Park Avenue at the intersection of W. 53rd Street	"Stop" signs;
At the intersection of N. Odell Avenue and W. School Street stopping Odell Avenue	"Stop" signs;
Northwest and southeast corner on N. Osceola Avenue and W. Barry Avenue stopping Osceola Avenue	"Stop" sign;
N. Page Avenue at W. Grace Street	"Stop" sign;
At the intersection of W. Palmer Street and N. Kilpatrick Avenue	"4-Way Stop" sign;
Northeast corner of W. Pensacola Avenue and N. Laverne Avenue stopping westbound traffic	"Stop" sign;
At the intersection of W. Pershing Road and S. Sacramento Avenue	"4-Way Stop" sign;
At the intersection of S. Prairie Avenue and E. 32nd Street stopping 32nd Street	"2-Way Stop" sign;
For north and southbound traffic on S. Rockwell Street at W. 45th Street	"Stop" sign;
For north and southbound traffic on S. Rockwell Street at W. 46th Street	"Stop" sign;
At the intersection of S. Sawyer Avenue and W. 105th Street stopping north and south traffic on Sawyer Avenue	"2-Way Stop" sign;
Southbound traffic on N. Sayre Avenue at intersection with W. Wolfram Street	"Stop" sign;
East and westbound traffic on W. School Street at intersection on N. Moody Avenue	"Stop" sign;
Eastbound traffic on W. Schubert Avenue at N. Meade Avenue	"Stop" signs;
At the intersection of W. Sunnyside Avenue and N. Laramie Avenue	"2-Way Stop" sign;
At the intersection of W. Superior Street and N. Hudson Avenue	"4-Way Stop" signs;
N. Talman Avenue and W. Hollywood Avenue	"Stop" signs;
At the intersection of N. Union Avenue and W. Fulton Street stopping Union Avenue	"2-Way Stop" sign;
N. Virginia Avenue and W. Leland Avenue	"Stop" sign;

W. Wellington Avenue and N. Lamon Avenue.	"Stop" sign;
At the intersection of S. Whipple Street and W. 64th Street stopping Whipple Street traffic	"Stop" sign;
On W. Whipple Street from W. 109th Street to W. 111th Street	"Slow-Children Playing" signs;
At the intersection of W. 36th Street and S. Francisco Avenue	"Stop" signs;
At the intersection of W. 42nd Street and S. Mozart Street stopping east and west traffic on 42nd Street	"3-Way Stop" signs;
W. 42nd Street and S. Rockwell Street	"4-Way Stop" sign;
East and westbound traffic at W. 43rd Street and S. Wolcott Avenue	"Stop" sign;
East and westbound traffic on W. 43rd Street at S. Wood Street	"Stop" signs;
For the westbound traffic on W. 44th Street at S. Fairfield Avenue	"Stop" sign;
For east and westbound traffic on W. 44th Street at S. Washtenaw Avenue stopping S. Washtenaw Avenue for W. 44th Street	"Stop" sign;
At the intersection of W. 47th Street and S. Laflin Street stopping east and westbound traffic on 47th Street	"Stop" sign;
At the intersection of W. 48th Street (one-way street-westerly) and S. Bishop Street (one-way-southerly)	"Stop" signs;
At the intersection of W. 48th Street and S. Justine Street stopping 48th Street traffic	"Stop" sign;
East and westbound traffic on E. 50th Street at the intersection of S. Dorchester Avenue	"2-Way Stop" signs;
W. 52nd Street and S. Rutherford Avenue stopping Rutherford Avenue for W. 52nd Street	"Stop" signs;
East and westbound traffic on W. 53rd Street at the intersection of S. Nashville Avenue	"Stop" sign;
East and westbound traffic on W. 54th Street and S. Natoma Avenue	"Stop" sign;
W. 54th Street and S. Nottingham Avenue	"4-Way Stop" signs;

W. 54th Street and S. Pulaski Road
(S. Pulaski Road and the Jewel Food
Store Driveway at 5320 South)

"Automatic Traffic Controls";

Stopping W. 56th Place for S.
Springfield Avenue

"Stop" sign;

W. 56th Street and S. Merrimac
Avenue

"Stop" sign;

W. 56th Street and S. Whipple
Street stopping 56th Street traffic

"Stop" signs;

W. 57th Street and S. Whipple
Street stopping Whipple Street

"Stop" sign;

East and west traffic on W. 60th
Street and S. Karlov Avenue stopping
W. 60th Street for S. Kilbourn Avenue

"Stop" signs;

East and westbound traffic on 62nd
Street at the intersection of S.
Melvina Avenue

"Stop" signs;

East and westbound traffic on W. 62nd
Street at the intersection of S.
Natoma Avenue

"Stop" sign;

East and westbound traffic on W.
63rd Place at the intersection of
S. Sayre Avenue

"Stop" sign;

W. 64th Street and S. Kolin Avenue
stopping 64th Street traffic stopping
W. 64th Street for S. Kolin Avenue

"Stop" sign;

Stopping W. 68th Street for S.
Winchester Avenue

"2-Way Stop" signs;

E. 78th Street and S. Colfax Avenue
stopping S. Colfax Avenue for E. 78th
Street

"Stop" sign;

Stopping W. 82nd Place for S. Hamlin
Avenue

"Stop" signs;

Stopping S. Essex Avenue for E. 85th
Street

"Stop" signs;

W. 100th Street and S. Wood Street

"3-Way Stop" sign;

W. 103rd Street and S. Talman
Avenue

"No Right Turn 7 A.M. to 9 A.M.";

W. 105th Street and S. Church
Avenue

"3-Way Stop" signs;

W. 107th Street and S. Talman Avenue

"No Right Turn 4 P.M. to 6 P.M.";

W. 109th Street and S. Troy Street

"4-Way Stop" signs;

W. 112th Street at S. Parnell Avenue
stopping W. 112th Street for S.
Parnell Avenue (stop signs-northeast
corner and southwest corner)

"Stop" signs;

W. 112th Street and S. Talman Avenue

"2-Way Stop" signs;

Stopping E. 118th Street for S.
Prairie Avenue (northeast and
southwest corners)

"2-Way Stop" signs.

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

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

Nays--None.

**Weight Limitations Established and Amended on
Portions of Specified Streets.**

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee on July 20, 1981, September 28 and October 12, 1983).

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

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

Nays--None.

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

Weight Limitations Established.

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way

Limits and Maximum Load

S. Campbell Avenue

No. 4900 to 5000 blocks--5-tons;

W. Hutchinson Street

From N. Marine Drive to N. Hazel Street--5-tons.

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

Parking Prohibited At All Times.

W. Brayton Street	At 54 -- at all times;
S. Crandon Avenue (east side)	From a point 81 feet south of E. 71st Street to a point 34 feet south thereof -- at all times;
S. Ellis Avenue	At 5200 -- Emergency Use Only;
S. Ellis Avenue (west side)	From a point 100 feet north of E. 52nd Street to a point 25 feet north thereof -- Emergency Use Only;
S. Ellis Avenue (west side)	From a point 100 feet north of E. 54th Street to a point 25 feet north thereof (lot entrance) -- at all times;
S. Ellis Avenue (west side)	From a point 100 feet south of E. 54th Street to a point 25 feet south thereof (lot entrance) -- at all times;
N. Elston Avenue	At 5940 (alongside) -- at all times;
W. Fifth Avenue (both sides)	From a point 130 feet east of S. Mozart Street to a point 190 feet east thereof -- at all times;
S. Hale Avenue (west side)	At 11756 -- at all times;
N. Kostner Avenue (west side)	At 4542 (Driveway) -- at all times;
N. Neenah Avenue	At 3133 -- at all times;
N. Pine Grove Avenue (east side)	At 3941 -- at all times;
W. Sheridan Road (south side)	At 665 -- at all times;
N. State Street (east side)	From E. Ontario Street to E. Erie Street -- at all times;
N. Wayne Avenue (west side)	At 3620 -- at all times.

Parking Limited During Specified Hours.

S. Dorchester Avenue (west side)	From E. 47th Place to 48th Street -- 8:15 A.M. to 9 A.M. and 11:15 to 12 P.M. and 2:45 P.M. to 3:15 P.M.;
W. Irving Park Road (south side)	At 8251 -- 1 hour -- 8 A.M. to 6 P.M.;
E. 48th Street (north side)	From S. Dorchester Avenue to the first alley west thereof -- 8:15 A.M. to 9 A.M. and 11:15 A.M. to 12 P.M. and 2:45 P.M. to 3:15 P.M.

Traffic Warning Signs.

(September 28, 1983) "Stop" sign on S. Ashland Avenue and W. 122nd Street, stopping S. Ashland Avenue;

(August 31, 1983) "Stop" sign on southeast corner of N. Bernard Avenue (one way street/northerly) at the intersection of W. Waveland Avenue stopping Bernard Avenue;

(September 28, 1983) "Stop" sign on S. Beverly Avenue and W. 110th Place;

(September 28, 1983) "Stop" sign on east/westbound traffic on Bloomingdale Avenue at Artesian Avenue;

(August 31, 1983) "Stop" sign on east/westbound traffic on W. Bloomingdale Road at the intersection of N. Campbell Avenue;

(September 28, 1983) "Stop" sign on east/westbound traffic on Bloomingdale Avenue at Talman Avenue;

(October 20, 1983) "Stop" sign on S. Carpenter Street at intersection of W. 56th Street;

(September 28, 1983) "Stop" sign on W. Cullom Avenue and N. Lawndale Avenue, stopping Cullom Avenue;

(September 28, 1983) "Stop" sign on S. Dorchester Avenue and E. 58th Street, stopping Dorchester Avenue;

(July 6, 1983) "Stop" sign on S. East End Avenue (one-way street/northerly) at E. 68th Street;

(August 31, 1983) "Stop" sign on W. Eastwood Avenue and N. Melvina Avenue;

(August 31, 1983) "Stop" sign on W. Fernaird Street and N. Lawndale Avenue;

(August 31, 1983) "Stop" sign on east/westbound traffic on W. Grace Street at intersection of N. Albany Avenue;

(August 31, 1983) "Stop" sign on north/southbound traffic on S. Halsted Street at intersection of W. 84th Street;

(September 28, 1983) "Stop" sign on N. Mobile Avenue and W. Eastwood Avenue stopping Mobile Avenue;

(August 31, 1983) "Stop" sign on north/southbound traffic on S. Morgan Street, at intersection of W. 72nd Street;

(September 28, 1983) "Stop" sign on S. Morgan Street and W. 108th Street;

(September 28, 1983) "Stop" sign on S. Morgan Street and 109th Place;

(August 10, 1983) "4-Way Stop" sign on N. Newcastle Avenue and W. Berwyn Avenue;

(August 10, 1983) "Stop" sign on northbound traffic on S. Normal Avenue (one-way street) at W. 112th Street;

(September 28, 1983) "3-Way Stop" sign on N. Nottingham Avenue and W. Waveland Avenue, stopping southbound Nottingham Avenue;

(August 31, 1983) "Stop" sign on northwest corner of W. Pensacola Avenue at intersection of N. Lockwood Avenue;

(August 31, 1983) "Stop" sign on W. Race Street and N. Lamon Avenue;

(July 6, 1983) "Stop" sign on S. Ridgeland Avenue at E. 68th Street;

(August 31, 1983) "Stop" sign on north/southbound traffic on S. Racine Avenue at intersection of W. 84th Street;

(September 28, 1983) "Stop" sign on N. Richmond Street at intersection of W. Grace Street;

(September 28, 1983) "Stop" sign on W. School Street and N. Major Avenue, stopping westbound traffic on School Street;

(September 28, 1983) "Stop" sign on S. Stewart Avenue and W. 71st Street, stopping traffic on Stewart Avenue;

(October 20, 1983) "Stop" sign on north/southbound traffic on S. Union Avenue at intersection of W. 100th Street;

(August 31, 1983) "4-Way Stop" sign on W. Van Buren Street and S. Kildare Avenue;

(September 28, 1983) "Stop" sign on W. Warwick Avenue and N. Laverne Avenue, stopping Warwick Avenue;

(September 28, 1983) "4-Way Stop" sign on W. Wolfram Street and N. Drake Avenue;

(July 6, 1983) "Stop" sign on northwest corner of E. 50th Street and S. St. Lawrence Avenue;

(October 12, 1983) "2-Way Stop" sign on E. 51st Street and S. Cornell Avenue, stopping east/west traffic on S. Cornell Avenue;

(October 12, 1983) "Stop" sign on E. 52nd Street and S. Blackstone Avenue, stopping northbound traffic on S. Blackstone Avenue;

(August 31, 1983) "Stop" sign on W. 52nd Street and S. Nagle Avenue;

(July 27, 1983) "3-Way Stop" sign on W. 56th Street and S. Springfield Avenue;

(August 10, 1983) "4-Way Stop" sign on W. 64th Street and S. Justine Street;

(August 31, 1983) "Stop" sign on east/westbound traffic on W. 68th Street at S. Wolcott Avenue;

(September 28, 1983) "Stop" sign on east/westbound traffic on W. 74th Street at S. Lowe Avenue;

(August 17, 1983) "Stop" sign on W. 77th Street and S. Winchester Avenue;

(October 20, 1983) "Stop" sign on E. 78th Street and S. Burnham Avenue;

(October 20, 1983) "4-Way Stop" sign on W. 80th Street and S. California Avenue;

(August 17, 1983) "Stop" sign on W. 84th Street and S. Komensky Avenue;

(August 17, 1983) "Stop" sign on W. 85th Street and S. Elizabeth Street, stopping east/west traffic on 85th Street;

(July 27, 1983) "4-Way Stop" sign on W. 86th Street and S. Kedvale Avenue;

(August 31, 1983) "Traffic Survey" on W. 86th Street and S. Komensky Avenue;

(August 17, 1983) "Stop" sign on northwest corner of E. 89th Street and S. Calumet Avenue;

(September 28, 1983) "Stop" sign on W. 91st Street and S. Marshfield Avenue stopping east/westbound traffic on Marshfield Avenue;

(August 17, 1983) "Stop" sign on W. 91st Street and S. Wallace Street, stopping east/west traffic on 91st Street;

(August 31, 1983) "Stop" sign on 93rd Street and Greenwood Avenue;

(October 20, 1983) "4-Way Stop" sign on W. 98th Street and S. Throop Street;

(July 13, 1983) "4-Way Stop" sign on W. 100th Street and S. Artesian Avenue;

(September 28, 1983) "Stop" sign on W. 100th Street and S. Lowe Avenue, stopping westbound traffic on Lowe Avenue;

(July 13, 1983) "4-Way Stop" sign on W. 100th Street and S. Talman Avenue;

(July 13, 1983) "4-Way Stop" sign on W. 100th Place and S. Prospect Avenue;

(September 28, 1983) "Stop" sign on W. 106th Street and S. Eggleston Avenue;

(September 28, 1983) "Stop" sign on W. 108th Street and S. Beverly Avenue;

(September 28, 1983) "4-Way Stop" sign on W. 113th Street and S. Perry Avenue.

Loading Zones:

W. Belmont Avenue	From a point 195 feet west of N. Washtenaw Avenue to a point 70 feet west thereof - - 8 A.M. to 6 P.M. --Monday thru Saturday;
W. Fulton Street	At 4541-49 -- 6 A.M. to 5 P.M. --Monday thru Saturday;
W. Grace Street (south side)	At 1407 -- 7 A.M. to 6 P.M. --Monday thru Saturday;
S. Halsted Street (east side)	At 7335 to 7339 -- 7 A.M. to 7 P.M. -- Monday thru Saturday;
N. Milwaukee Avenue (east side)	Rear of 6149 (alley);
W. North Avenue	At 3506 -- 4 P.M. to 12 P.M. --Monday thru Saturday;
N. Racine Avenue (east side)	At 3405 -- 6 A.M. to 8 P.M. --Monday thru Friday;
N. Western Avenue	At 2242 -- 8 A.M. to 4:40 P.M. --Monday thru Saturday;
N. Western Avenue (east side)	At 3411 to 3415 -- 9 A.M. to 10 P.M.

Single Direction:

S. Bishop Street	From W. 95th Street to W. 97th Street -- southerly;
North/south alley	Between S. Morgan Street and S. Carpenter Street from W. 80th Street to W. 81st Street -- southerly;
W. Roscoe Street	From N. Ravenswood Avenue to N. Paulina Street -- easterly;
W. 64th Street	From S. Ashland Avenue to S. Loomis Street -- westerly;
W. 68th Street	From S. Halsted Street to S. Morgan Street -- westerly.

Speed Limitations:

S. Lake Park Avenue	At 4700 south to 5500 south -- 20 m.p.h.;
N. Lawndale Avenue	At 400, 500, 600 and 700 blocks -- 15 m.p.h.

Weight Limitations:

S. Clarendon Avenue	From W. Lawrence Avenue to W. Irving Park Road -- 5 tons;
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S. Greenwood Avenue	At 89th Street (southwest corner) --trucks only -- 5 tons;
W. 38th Street	From S. California Avenue to S. Kedzie Avenue -- 5 tons;
W. 50th Street	From S. Western Avenue to S. Rockwell Street -- 5 tons.

Service Drive/Diagonal Parking:

W. Barry Avenue	At 3349-59.
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Children Crossing Signs:

W. Chicago Avenue	At 3600 and 3700 blocks.
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Corner Clearance Signs:

W. Windsor Avenue (northeast/southeast)	East of N. Milwaukee Avenue.
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Code Amendments:

Section 27-278.1 - No person shall operate a motorcycle or motor driven cycle on E. 31st Street between S. State Street on the west boundary and S. Lake Shore Drive on the east boundary between the hours of 10 P.M. and 7 A.M.

Amend - Parking Limited During Specified Hours:

Striking N. Milwaukee Avenue No. 5711 -- 1 hour; 8 A.M. to 6 P.M., except on Saturdays and Sundays and holidays.

Amend - Single Direction:

Striking W. Roscoe Street from N. Paulina Avenue to N. Ravenswood Avenue --westerly;

Striking W. Schubert Avenue from N. Fairfield Avenue to N. California Avenue -- westerly.

Amend - Parking Meters:

Removal 2500 W. North Avenue -- 5 parking meters.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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 4.1.

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

*Referred--*PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR
TRAFFIC TO EASTERLY DIRECTION ON PORTION OF
W. EASTWOOD AV.

Alderman Schulter (47th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on W. Eastwood Avenue from N. Western Avenue to N. Lincoln Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO LIMIT PARKING OF VEHICLES DURING
SPECIFIED HOURS ON PORTION OF W. 57TH ST.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to limit the parking of vehicles to two-hour periods on the north side of W. 57th Street from S. Harlem Avenue to the first alley east thereof from 8:00 A.M. to 5:00 P.M. on Monday through Friday; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO AMEND TRAFFIC SIGN IN
SPECIFIED AREA.

Alderman Natarus (42nd Ward) presented a proposed ordinance to install a "1-Way Stop" sign at the intersection of E. Grand Avenue and N. Seneca Street (instead of sign reading "3-Way Stop"); which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Alderwoman Humes (8th Ward) presented a claim against the City of Chicago on behalf of claimant Ted B. Altman which was *Referred to the Committee on Claims and Liabilities.*

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 ORDERS FOR PERMITS TO
INSTALL SIGNS/SIGNBOARDS.

Three proposed orders for the issuance of sign permits to Foster and Kleiser, 4000 S. Morgan Street, Chicago, IL 60609 to install signs/signboards at the locations specified below for various advertisers, which were *Referred to the Committee on Zoning*, as follows:

2439 S. Canal Street;

629 W. Cermak Road;

619 W. 21st Street.

*Referred--*PROPOSED ORDER FOR PERMIT TO
CONSTRUCT AND MAINTAIN CANOPY.

Also a proposed order for issuance of a permit to Wieboldt Stores, Inc., to construct, maintain and use a canopy attached to the building or structure located at 1 N. State Street.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Drafting of Ordinance for Vacation of
Portion of E. Kensington Av.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of E. Kensington Avenue lying between the east line of S. Cottage Grove Avenue and the west line of S. Champlain Avenue for Sherwin-Williams Company (No. 22-9-83-870); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Hutchinson, the foregoing proposed order was *Passed.*

Presented by

ALDERMAN HUELS (11th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO
INSTALL SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Foster and Kleiser, 4000 S. Morgan Street, Chicago, IL 60609, to install a sign/signboard at 2605 S. Throop Street for various advertisers.--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN BURKE (14th Ward):

Congratulations and Recognition Extended to Ralph B.
Dainty on Occasion of His Retirement.

A proposed resolution reading as follows:

WHEREAS, Ralph B. Dainty, will retire on January 1, 1984 as vice president of Darling-Delaware, Incorporated; and

WHEREAS, Darling-Delaware Incorporated is one of Chicago's oldest and most respected companies, which Mr. Dainty has served with distinction for 43 years; and

WHEREAS, During the last four decades, Mr. Dainty's untiring work with Darling-Delaware has earned the respect and praise of his peers both nationally and internationally; and

WHEREAS, Mr. Dainty has been an active leader in the National Renderers Association and was honored by the Association when he was elected to its highest position as chairman of the board of directors from 1980 to 1982; and

WHEREAS, Mr. Dainty also served as president of the Central Manufacturing District Club and has a distinguished record of community service as a long time vice president and director of the Back of the Yards Neighborhood Council; and

WHEREAS, Mr. Dainty served his country and us all during the Second World War in a five year tour of duty throughout the Far East in the Armed Forces; now, therefore,

Be It Resolved, That Ralph B. Dainty be congratulated and duly recognized for his years of service to the City of Chicago and that he be extended warm good wishes for a healthy, successful and well-earned retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for delivery to Ralph B. Dainty with the gratitude of the City of Chicago for his contributions to the welfare of our City.

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

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERWOMAN LANGFORD (16th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT
SPECIFIED LOCATIONS.

Three proposed orders for the issuance of sign permits to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, IL 60610, to install signs/signboards at the locations specified below for general advertisers (various copy), which were *Referred to the Committee on Zoning*, as follows:

6651 - 6655 S. State Street;

6339 S. Wentworth Avenue;

215 W. 65th Street.

Presented by

ALDERMAN W. DAVIS (27th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/
SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, IL 60610, to install a sign/signboard at 3229 W. Harrison Street for general advertisers (various copy).--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO INSTALL
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of sign permits to Outdoor Media, Inc. 300 N. State Street, Suite 5706, Chicago, IL 60610, to install signs/signboards at the locations specified below for general advertisers (various copy), which were *Referred to the Committee on Zoning*, as follows:

At a point 850 feet north of W. Lawrence Avenue and 550 feet south of N. Elston Avenue, on Northwestern Railroad property, on the east side of the Edens Expressway;

At the southwest corner of N. Northwest Highway and N. Long Avenue.

Presented by

ALDERMAN McLAUGHLIN (45th Ward), ALDERMAN HUELS (11th Ward),
and ALDERMAN SHEAHAN (19th Ward):

Congratulations and Gratitude Extended to Marilyn O'Regan on
Occasion of Her Retirement.

A proposed resolution reading as follows:

WHEREAS, Marilyn O'Regan, a lifelong resident of the City of Chicago, is retiring from the Chicago Police Department after 36 years of service; and

WHEREAS, Marilyn O'Regan joined the Chicago Police Department as a police matron on October 19, 1948; and

WHEREAS, She was made a policewoman on April 27, 1953 and had gradually worked her way through the police department by becoming a sergeant in 1955 and then a lieutenant in 1956; and

WHEREAS, She was made a Deputy Chief of Traffic on April 14, 1974 and was then elevated to Assistant Deputy Superintendent where she was responsible for the loop traffic, traffic control auditing, and enforcement of all traffic laws as part of her duties; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered here on this 28th day of December, 1983, do hereby honor Marilyn O'Regan on her retirement, and extend our best wishes for good health and a long life; and

Be It Further Resolved, That this resolution be placed in the permanent record of the Journal of the Proceedings of December 28, 1983, as a lasting tribute and that a suitable copy of this resolution be prepared for the honoree.

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

On motion of Alderman McLaughlin, seconded by Alderman Natarus and Alderman Burke, the foregoing proposed resolution was *Adopted*.

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 FROST (34th Ward):

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

License Fee Exemptions:

BY ALDERMAN KELLEY (20th Ward):

Evangelical Health Systems (Woodlawn Hospital), No. 6060 S. Drexel Avenue (4).

BY ALDERMAN CULLERTON (38th Ward):

Northwest Hospital, sundry locations (2).

BY ALDERMAN PUCINSKI (41st Ward):

Danish Home, No. 5656 N. Newcastle Avenue.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (December 16, 1983).

Alderman Burke moved to correct the printed Official Journal of December 16, 1983, as follows:

WHEREAS, The City Council Journal of December 16, 1983, at pp. 3916-3963 published an ordinance providing for the financing by the City of Chicago of certain airport related facilities, authorizing the issuance of not to exceed \$170,000,000 Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983, ("Special Facility Revenue Bonds"); and

WHEREAS, Certain printing and technical errors have been discovered to exist in such special facility revenue bonds; and

WHEREAS, It is necessary to correct the City Council Journal of December 16, 1983 concerning such special facility revenue bonds; now, therefore,

I move to correct the City Council Journal of December 16, 1983 by deleting the pp. 3916-3963 and inserting therefor the attached documents.

The motion *Prevailed*.

[Corrected ordinance printed on pages 4461 thru 4475 of this Journal.]

Journal (December 22, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, December 22, 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*.

ELN/RFP 12/11/83

AN ORDINANCE PROVIDING FOR THE FINANCING BY THE CITY OF CHICAGO OF CERTAIN AIRPORT RELATED FACILITIES, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$170,000,000 CHICAGO-O'HARE INTERNATIONAL AIRPORT SPECIAL FACILITY REVENUE BONDS, SERIES 1983 (AMERICAN AIRLINES, INC. PROJECT) IN ONE OR MORE SERIES AND CONFIRMING THE SALE THEREOF, APPROVING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT DESCRIBING SAID BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE SPECIAL FACILITY USE AGREEMENTS, ONE OR MORE INDENTURES OF TRUST, A BOND PURCHASE AGREEMENT AND RELATED DOCUMENTS.

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

WHEREAS, the City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of the design, reconstruction, improvement and modernization of Terminal 3 and Concourses E and K and related facilities (the "Project") for American Airlines, Inc. (the "Airline") at Chicago-O'Hare International Airport (the "Airport"), which is owned and operated by the City; and

WHEREAS, the City is in the process of planning and designing a major redevelopment of the Airport and as part of such redevelopment the City has entered into an Airport Use Agreement and Terminal Facilities Lease with the Airline dated as of February 1, 1983, as amended (the "Airport Use Agreement"), and in relation thereto, the City now desires to provide for, among

other things, the design, financing, construction and installation of the Project, or parts thereof, by the Airline on behalf of the City; and

WHEREAS, the City Council enacted an ordinance on July 6, 1983 (the "Inducement Ordinance") authorizing the execution and delivery of an agreement between the Airline and the City providing for the issuance of the City's special facility revenue bonds for the design, construction and equipping of certain facilities occupied by the Airline at the Airport; and

WHEREAS, the Airline has requested that the City issue its special facility revenue bonds for the purpose, among others, of financing the costs of the Project; and

WHEREAS, the City and the Airline desire to enter into one or more Special Facility Use Agreements, each dated as of December 1, 1983 (the "Special Facility Use Agreements"), in the form submitted to this meeting, in order to provide, among other things, for the payment by the Airline at such times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal of, premium, if any, and interest on the Series 1983 Bonds (as hereinafter defined); and

WHEREAS, the City desires to enter into one or more Indentures of Trust, each dated as of December 1, 1983 (the "Indentures") with Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"), in the form submitted to this meeting, pursuant to which the City will issue one or more series of Series 1983 Bonds and provide for the security thereof; and

WHEREAS, the financing of the costs of (i) designing, constructing and equipping the Project; (ii) paying interest on the Series 1983 Bonds; (iii) funding a reserve account for the payment of each series of Series 1983 Bonds; and (iv) paying the expenses of issuing the Series 1983 Bonds, is authorized by the Constitution and constitutes a valid public purpose thereunder; and

WHEREAS, the City proposes to issue and sell the Series 1983 Bonds hereinafter authorized and designated "Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project)" in one or more series upon a negotiated basis to the Underwriter named in the hereinafter described Bond Purchase Agreement; and

WHEREAS, the City and the Underwriter desire to enter into a Bond Purchase Agreement in the form submitted to this meeting (the "Bond Purchase Agreement") pursuant to which the City will sell and the Underwriter will purchase the Series 1983 Bonds; and

WHEREAS, there has been prepared and presented to this meeting of the City Council the Preliminary Official Statement of the City (the "Preliminary Official Statement") relating to the Series 1983 Bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

Section 1. Definitions. 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:

"Airline" means American Airlines, Inc., a Delaware corporation.

"Airport" means Chicago-O'Hare International Airport, which is owned and operated by the City.

"Airport Use Agreement" means the Airport Use Agreement and Terminal Facilities Lease between the City and the Airline, dated as of February 1, 1983, as amended April 1, 1983 and as of June 1, 1983.

"Bond Purchase Agreement" means the Bond Purchase Agreement among the City, the Airline and the Underwriter.

"City" means the City of Chicago and its successors and assigns.

"City Clerk" means the City Clerk of the City or, with respect to attestation or affixing the City Seal, the Deputy City Clerk of the City.

"Final Official Statement" means the Official Statement of the City to be dated the date of the Bond Purchase Agreement, together with all appendices attached thereto, relating to the Series 1983 Bonds.

"Indentures" means the Indentures of Trust, each dated as of December 1, 1983, by and between the City and the Trustee relating to the Series 1983 Bonds.

"Ordinance" means this Ordinance.

"Preliminary Official Statement" means the Preliminary Official Statement of the City, relating to the Series 1983 Bonds.

"Project" means the design, reconstruction, improvement and modernization of Terminal 3 and Concourses H and K and related facilities located at the Airport and as further described in the Special Facility Use Agreements.

"Series 1983 Bonds" means the bonds, in one or more series, more fully described and authorized to be issued by the City in Section 3 hereof.

"Special Facility Use Agreements" means the Special Facility Use Agreements, each dated as of December 1, 1983, by and between the City and the Airline.

"Trustee" means Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee under each of the Indentures, and its successors in trust.

"Underwriter" means Salomon Brothers Inc and any other person, if any, named as an underwriter in the Bond Purchase Agreement.

Section 2. Authorization of the Project. The Project shall be and is hereby authorized to be financed as described herein. The estimated cost of (1) the design, reconstruction, improvement and modernization of the Project; (2) the payment of interest on the Series 1983 Bonds; (3) providing for a reserve account for the payment of each series of Series 1983 Bonds; and (4) the expenses of issuing the Series 1983 Bonds will be provided by the issuance of the Series 1983 Bonds. It is hereby found and

declared that the construction and financing of the Project and the use thereof by the Airline, as hereinafter provided, constitutes a valid public purpose within the meaning of the Constitution, and that in order to further secure the Series 1983 Bonds, the pledge and assignment by the City under each of the Indentures of certain of its rights under the Special Facility Use Agreement to the Trustee is necessary and proper. The Project is authorized to be designed, reconstructed, improved and modernized according to the description and in the manner provided in Exhibits A, B and C attached to the Special Facility Use Agreements.

Section 3. Authorization and Payment of Series 1983 Bonds.

For the purposes of financing the cost of the Project there are hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project) in one or more series in an aggregate principal amount not to exceed \$170,000,000. Each series of Series 1983 Bonds shall be issuable in fully registered form; shall be issued in the denominations authorized in the Indenture related to such series; and shall be dated and numbered as provided in the Indenture related to such series.

Each series of Series 1983 Bonds shall mature no later than December 1, 2018, and shall initially bear interest at a daily variable interest rate as more fully set forth in Section 202 of the Indenture related to such series and thereafter at such other interest rate as may be established in accordance with the provisions of the Indenture related to such series, provided that

in no event shall any series of Series 1983 Bonds bear interest at a rate in excess of the lesser of twenty-five percent (25%) per annum or, so long as any series of Series 1983 Bonds is secured by a Letter of Credit (as defined in the related Indenture), the maximum interest rate authorized with respect to such series of Series 1983 Bonds as specified in the Letter of Credit.

The final maturity date of each series of Series 1983 Bonds, the principal amount of each series, the aggregate principal amount of the Series 1983 Bonds, the number of series of Series 1983 Bonds and the aggregate purchase price to be paid for each series of Series 1983 Bonds shall be determined as provided in Section 6 hereof.

Each series of Series 1983 Bonds shall be subject to mandatory and optional redemption prior to maturity upon the terms and conditions set forth in the Indenture related to such series.

The principal of and premium, if any, on each series of Series 1983 Bonds shall be payable at the principal corporate trust office of the Trustee. Payment of interest on each series of Series 1983 Bonds shall be made to the registered owner thereof and shall be paid by check or other form of draft of the Trustee mailed to the registered owner at his address as it appears on the registration books of the City kept by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner, or in certain circumstances by wire transfer as further provided in the Indenture related to such series.

Each series of Series 1983 Bonds shall be executed by the Mayor by his facsimile signature and attested by the facsimile signature of the City Clerk, and the corporate seal of the City shall be affixed thereto or imprinted thereon.

Section 4. Series 1983 Bonds Are Limited Obligations. Each series of Series 1983 Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Revenues" (as that term is defined in the Special Facility Use Agreement) derived by the City under the related Special Facility Use Agreement, and by other specified sources pledged under the Indenture related to such series, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee with respect to such series and such Revenues derived from the related Special Facility Use Agreement, which Revenues shall be used for no other purposes than to pay the principal of, premium, if any, and interest on such series of Series 1983 Bonds, except as may be expressly authorized otherwise in the related Special Facility Use Agreement and the related Indenture. Each series of 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 City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, or otherwise.

Section 5. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on each series of Series 1983 Bonds herein authorized,

and as security for the rights of the Bank under the Reimbursement Agreement (as such terms are defined in the related Indenture) to the extent provided in the related Indenture, the City will, in the related Indenture, assign and pledge to the Trustee (i) certain Revenues derived by the City under the related Special Facility Use Agreement and (ii) certain rights and remedies of the City under the related Special Facility Use Agreement to enforce payment thereof.

Section 6. Approval of the Bond Purchase Agreement and Official Statement; Execution and Delivery of the Bond Purchase Agreement.

(a) The form of the Bond Purchase Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller of the City is hereby authorized and directed to execute and deliver a Bond Purchase Agreement in substantially the form of the Bond Purchase Agreement presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in Paragraph (b) of this Section 6, the execution thereof to constitute conclusive evidence of the approval of such changes and completions. The sale to the Underwriter of the Series 1983 Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) Authority is hereby delegated to the Mayor or the City Comptroller to determine the aggregate principal amount of the Series 1983 Bonds, the principal amount of each series of Series 1983 Bonds, the final maturity date of each series of Series 1983

Bonds and the purchase price of each series of Series 1983 Bonds; provided, however, that (i) the aggregate principal amount of the Series 1983 Bonds shall not exceed \$170,000,000; (ii) the number of series of Series 1983 Bonds shall not exceed four (4); (iii) the final maturity date of each series of Series 1983 Bonds shall not be later than December 1, 2018, and (iv) the aggregate purchase price for each series of Series 1983 Bonds shall not be less than ninety-eight percent (98%) of the principal amount thereof to be issued.

(c) To evidence the exercise of the authority delegated to the Mayor and the City Comptroller pursuant to Paragraph (b) of this Section 6, the Mayor or the City Comptroller is hereby directed to execute and file with the Trustee a certificate setting forth the determinations made pursuant to the authority granted in such Paragraph, which certificate shall constitute conclusive evidence of the proper exercise of such authority.

(d) The form of Preliminary Official Statement of the City with respect to the Series 1983 Bonds presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the Underwriter in connection with the offering of the Series 1983 Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to execute and permit the distribution of the final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller shall deem advisable, and the Mayor or the City Comptroller are authorized to execute and deliver such final

Official Statement to the Underwriter in the name and on behalf of the City.

(e) Pursuant to each of the Indentures, the Mayor shall execute the Series 1983 Bonds on behalf of the City, by facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Series 1983 Bonds and they shall be attested by the facsimile signature of the City Clerk. The Series 1983 Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Series 1983 Bonds to or upon the order of the Underwriter.

Section 7. Execution of Documents. (a) The Special Facility Use Agreements and the Indentures, in substantially the forms submitted to this meeting, are hereby authorized and approved.

(b) The Mayor or the City Comptroller is hereby authorized to execute the Special Facility Use Agreements and the Indentures for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City. The Special Facility Use Agreements and the Indentures may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution or acceptance thereof to constitute conclusive evidence of this City

Council's approval of any and all changes or revisions therein; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements as executed.

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 7 to be effective and any such actions, executions and deliveries will constitute the legal and validly binding actions of the City.

Section 8. Appointment of Trustee, Remarketing Agent and Indexing Agent. Salomon Brothers Inc is hereby appointed as Remarketing Agent under each of the Indentures for the purpose of determining the interest rate on each series of Series 1983 Bonds, and Kenny Information Systems, Inc. is hereby appointed as Indexing Agent under each of the Indentures. The appointment of Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee under each Indenture, is hereby authorized, approved and confirmed.

Section 9. Performance Provisions. The Mayor, the City Comptroller and the City Clerk for and on behalf of the City 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 City under and pursuant to this Ordinance, the execution and delivery of each series of Series 1983 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, the City Comptroller and the City Clerk shall be, and they are hereby, further authorized and directed for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including an appropriate certificate pursuant to Section 103(c) of the Internal Revenue Code of 1954, as amended, for inclusion in the transcript of proceedings with respect to the Series 1983 Bonds, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the Special Facility Use Agreements, the Indentures, the Final Official Statement and the Bond Purchase Agreement and to discharge all of the obligations of the City hereunder and thereunder.

Section 10. Designation of Another to Affix Signature. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Series 1983 Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance, in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy

for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

Section 11. Severability. It is the intention of this City Council that, if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Section 12. Captions. 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.

Section 13. Provisions in Conflict Repealed; Publication. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be made

available to the public by 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.

Section 14. Effective Immediately. This Ordinance shall be in full force and effect from and after its adoption.

UNFINISHED BUSINESS.

**Authority Granted to Extend Negotiations Between City
and Rouse Co. Concerning Development of Navy Pier.**

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 December 16, 1983, pp. 4034-4035, recommending that the City Council pass a proposed ordinance authorizing the City to extend negotiations with Rouse Company concerning the development of Navy Pier.

Alderman Stone introduced an amendment to the said proposed ordinance which reads as follows:

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

SECTION 1. Line 3 - Delete June 30, 1984 in third line of ordinance and insert March 31, 1984 in lieu thereof.

Add following language at the end of Section 1:

"provided however the Rouse Company of Illinois, Inc. in consideration for this extension agrees to waive any and all rights to any funds due from the City of Chicago regarding reimbursement of expenses under the original memorandum as executed."

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

Alderman Bloom moved to refer the said amendment to the Committee on Special Events and World's Fair.

During the debate, Aldermen Bloom and Stone withdrew their respective motions.

Alderman Burke then presented the following amendment:

Motion to Amend

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

SECTION 1. At page 4035 strike the words "June 30, 1984" and insert thereof the words "February 15, 1984".

The motion to amend *Prevailed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Stone--40.

Nays--Alderman Natarus--1.

Thereupon, on motion of Alderman Burke the said proposed ordinance was *Passed as amended*, by a viva voce vote.

The following is said ordinance as passed:

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

WHEREAS, The Memorandum of Agreement subsequently executed provided for the City and Rouse to negotiate for a maximum of 12 months to conclude an agreement for the development and operation of the Navy Pier; and

WHEREAS, An extension of the initial 12 month negotiating period for an additional six months was authorized by the City Council of the City of Chicago on July 27, 1983; and

WHEREAS, While substantial progress has been made in the negotiations, both the City and Rouse believe that an additional extension of time through June 30, 1984 is necessary to complete their negotiations in accordance with the Memorandum as executed; now, therefore,

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

SECTION 1. The Commissioner of the Department of Public Works is authorized and directed to continue negotiations through February 15, 1984 with the Rouse Company of Illinois, Inc. to develop a lease agreement between the City and Rouse for the development and operation of a mixed use complex at the Navy Pier in accordance with the terms and conditions contained in that certain Memorandum of Agreement dated July 1, 1982, by and between the City of Chicago and the Rouse Company of Illinois, Inc. The Commissioner of the Department of Public Works is further authorized to do all things necessary to prepare a development and lease and otherwise fulfill the City's responsibilities under the Memorandum of Agreement, the extension thereof of July 27, 1983, and the extension thereof authorized in this ordinance.

SECTION 2. The Commissioner of Public Works is further directed to submit to members of the City Council no later than 60 days prior to any Council action on a lease agreement with the Rouse Company of Illinois, Inc. all studies and consultants reports undertaken by the City of Chicago in connection with the Navy Pier project and all proposed agreements and leases between the City and other parties relating thereto.

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

Alderman Burke then presented the following motion:

Motion to Establish a Joint Committee of the Committee on Special Events and World's Fair and the Committee on Ports, Wharves and Bridges.

WHEREAS, The ordinance providing for authority to extend negotiations between City of Chicago and Rouse Company was approved as amended on the floor of the City Council on December 28, 1983, to extend negotiations between the parties until February 15, 1984;

Now Therefore, I move that a Joint Committee on Special Events and World's Fair and the Committee on Ports, Wharves and Bridges be established to review this ordinance and to make recommendations concerning the ordinance and the possible extensions of this ordinance and that such report and recommendations be made to the City Council prior to February 15, 1984; and

Provided further that Alderman Natarus shall serve as an ex officio member of this Joint Committee.

The motion *Prevailed*, by a viva voce vote.

Transfer of Funds Authorized for Commission on Chicago Historical and Architectural Landmarks.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of September 28, 1983, page 2041, recommending that the City Council pass a proposed ordinance authorizing the transfer of funds for the Commission on Chicago Historical and Architectural Landmarks.

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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, W. Davis, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

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

<i>From:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4350-149	Other Professional and Technical Services	\$ 3,500.00
<i>To:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-4350-422	Office Machines	\$ 3,500.00

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

Transfer of Funds Authorized for Office of Senior Citizens and Handicapped.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of September 28, 1983, page 2043, recommending that the City Council pass a proposed ordinance authorizing the transfer of funds for the Office of Senior Citizens and Handicapped.

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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, W. Davis, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone--42.

Nays--None.

The following is said ordinance as passed:

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

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

<i>From:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-3420-330	Food	\$ 7,200.00

<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-3420-350	Stationery and Office Supplies	\$ 3,500.00
100-3420-149	Professional and Technical Services	\$ 3,700.00

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

**Authority Granted for Issuance of \$9,600,000 Chicago-
O'Hare International Airport Special Facility
Revenue Bonds, Series 1983, for Project
of Carson International, Inc.**

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 December 16, 1983, pages 4024 and 4026-4029, recommending that the City Council pass a proposed ordinance authorizing the issuance of \$9,600,000 Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983, for project of Carson International, Inc.

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, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1, 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 the Issuer's 1983 Chicago-O'Hare International Airport General Revenue Bond Ordinance, duly adopted by the City Council of the Issuer on March 31, 1983 (as it may from time to time be supplemented and amended, the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "Special Facility Improvements", as defined in the Enabling Ordinance, to the end that the Issuer may meet the commercial and general aviation needs of the citizens of the City of Chicago, Illinois; and

WHEREAS, The Issuer pursuant to an ordinance duly adopted by the City Council of the Issuer on July 6, 1983, has authorized the Issuer to enter into a Memorandum of Intent with Carson International, Inc., a Delaware corporation (the "Company"), whereby the Issuer agrees to issue its special facility revenue bonds to finance costs of the acquisition, construction and equipping of restaurants and other food and beverage concession facilities in the terminals and concourses of Chicago-O'Hare International Airport, in the City of Chicago, Illinois (the "Project") for use by the Company; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been entered into, and will be entered into, by the Company for the acquisition, construction and improvement of 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 acquisition, construction and improvement, and the Issuer is willing to issue its special facility revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition and improvement 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 special facility revenue bonds, will be not less than \$9,600,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance; and

WHEREAS, The Issuer proposes to sell a series of its special facility revenue bonds hereinafter authorized, evidenced by a single revenue bond designated "City of Chicago, Illinois, Airport Special Facility Revenue Bond (Carson International, Inc. Project)" upon a negotiated basis to First National Bank of Minneapolis, in Minneapolis, Minnesota; and

WHEREAS, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended, and public notice duly published, a public hearing on the proposed plan of financing for the Project has been held by the Committee on Finance of this City Council or its designee; 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:

"Agreement" means the Loan Agreement dated as of December 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment" means the Assignment dated as of December 1, 1983, from the Issuer to the Bank, as from time to time supplemented and amended.

"Bank" means First National Bank of Minneapolis, and subsequent registered owners of the Bond.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1983 by and among the Issuer, the Company and the Bank.

"Bond" means the Bond authorized to be issued hereunder.

"Company" means Carson International, Inc., a corporation organized and existing under the laws of the State of Delaware.

"Depository" means the First National Bank of Minneapolis, and any successor acting as Depository under the Bond Purchase Agreement.

"Guarantor" means Carson Pirie Scott & Co., a corporation organized and existing under the laws of the State of Delaware, the parent corporation of the company.

"Guaranty" means the Guaranty Agreement dated as of December 1, 1983, from the Guarantor to the Bank.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

"Note" means the Promissory Note of the Company provided for in Section 4.2(a) of the Agreement, whereby the Company promises to make installment payments on the Note in satisfaction of the certain indebtedness of the Company to the Issuer under the Agreement.

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

"Project" is described in the Preamble hereto.

"Security Agreement" means the Security Agreement dated as of December 1, 1983, by and between the Company and the Bank, as from time to time supplemented and amended.

Authorization of the Project.

SECTION 2. In order to aid in meeting the commercial and general aviation needs of the citizens of the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, and improvement of the Project is not less than \$9,600,000, which will be provided by the issuance of the Bond 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 hereinbefore provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the execution and delivery of the Agreement, the Note, the Assignment, the Bond Purchase Agreement, the Security Agreement and the Guaranty by the parties thereto are necessary and proper.

Authorization and Payment of Bond.

SECTION 3. 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 Airport Special Facilities Revenue Bond (Carson International, Inc. Project) in the principal amount of \$9,600,000. The Bond shall be issued in the form, shall be dated and numbered, shall mature as to principal and shall bear interest at the rate per annum and on the dates set forth in the Bond Purchase Agreement (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Bond Purchase Agreement (as executed and delivered); and shall have the other terms and provisions set forth in the Bond Purchase Agreement (as executed and delivered).

The Bond 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 Official Seal of the Issuer or a facsimile thereof shall be affixed thereto, all as provided in the Bond Purchase Agreement.

Bond is Limited Obligation.

SECTION 4. The Bond together with the interest thereon, shall be a limited obligation of the Issuer secured by the Assignment and is payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Security Agreement or the Guaranty), and shall be a valid claim of the owner thereof only against the funds held by the Depositary and the revenues and receipts derived from the Agreement and the Note (except as hereinbefore provided), which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bond, except as may be otherwise expressly authorized in this Ordinance, the Bond Purchase Agreement or the Assignment. The Bond and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of the Issuer or a loan of credit thereof or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid.

Assignment, Security Agreement and Guaranty.

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bond hereby authorized, the Issuer will assign and pledge to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement and the Note (except its rights to payment pursuant to Section 4.5 of the Agreement relating to the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, Section 5.2 of the Agreement relating to the indemnification of the Issuer by the Company, and 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 the default of the Company thereunder) pursuant to the Assignment. To secure amounts payable by the Company under the Agreement and on the Note, the Company will execute and deliver the Security Agreement to the Bank.

As further security for the payment of the principal of, premium, if any, and interest on the Bond, the Guarantor will execute and deliver the Guaranty to the Bank.

The Assignment, the Security Agreement and the Guaranty are to be in substantially the same forms presented to the City Council of the Issuer, and the forms of which Assignment, Security Agreement and Guaranty are hereby approved by the City Council of the Issuer.

Sale of the Bond; Execution of Documents.

SECTION 6. (a) The sale to the Bank of the Bond hereby authorized at the price specified in the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor or the City Comptroller is hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk or Deputy City Clerk is hereby authorized to attest the same and to affix thereto the official seal of the Issuer, with such changes therein not inconsistent herewith as may be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

(b) The Agreement and the Assignment in substantially the same forms in which the same have been presented to the City Council of the Issuer are hereby approved by such City Council and are in all respects authorized, approved and confirmed.

The Mayor or the City Comptroller is hereby authorized and directed to execute and deliver the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk or Deputy City Clerk is hereby authorized to attest the same and to affix thereto the official seal of the Issuer, with such changes therein not inconsistent herewith as may be approved by the officials of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

Appointment of Depositary and Bond Registrar.

SECTION 7. The appointment of First National Bank of Minneapolis, Minneapolis, Minnesota, as Depositary; and Bond Registrar under the Bond Purchase Agreement, is hereby authorized, approved and confirmed.

Performance Provisions.

SECTION 8. The Mayor, the City Clerk, the Deputy City Clerk and the City Comptroller are each hereby authorized and directed to do any and all things necessary for and on behalf of the Issuer 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 Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Clerk, the Deputy City Clerk and the City Comptroller 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 Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to any instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated as proxy, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the Issuer as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller in the specified manner, the same, in all respects, shall be binding on the Issuer as if signed by the City Comptroller in person.

Acknowledgment of Hearing.

SECTION 9. The action of the Commissioner of Aviation in publishing notice of the public hearing referred to in the preamble hereto as required by Section 103(k) of the Internal Revenue Code is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Committee on Finance of the minutes of said hearing.

Approval of Subleases.

SECTION 10. The Commissioner of Aviation shall consent to no subleases of Project property under Section 24 of the Lease (as defined in the Agreement) without the prior approval of the City Council of the Issuer.

Severability.

SECTION 11. 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 sections, paragraphs, clauses or provisions hereof.

Captions.

SECTION 12. 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 13. 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 upon its adoption and approval as by law provided.

[Assignment, Bond Purchase Agreement, Guaranty Agreement,
Loan Agreement and Security Agreement omitted for
printing purposes.]

MISCELLANEOUS BUSINESS.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, January 11, 1984, at 10:00 A.M. in the Council Chamber in the City Hall, pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.



WALTER S. KOZUBOWSKI,
City Clerk.