

COPY



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

Regular Meeting—Wednesday, May 15, 1985

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

ALDERMAN EUGENE SAWYER, PRESIDENT PRO TEM. IN CHAIR.

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

Attendance at Meeting.

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

Absent -- Aldermen Kellam, Cullerton.

Call to Order.

On Wednesday, May 15, 1985 at 11:10 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Eugene Sawyer, President Pro Tem., 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, Tillman, Evans, Bloom, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Quorum present.

On separate motions made by Aldermen Damato and Sheahan, respectively, it was ordered noted in the Journal that Alderman Kellam and Alderman Cullerton were absent due to illness.

Invocation.

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

CONGRATULATIONS EXTENDED TO WHITNEY YOUNG HIGH
SCHOOL FOR WINNING 1985 CHICAGO PUBLIC
HIGH SCHOOL SWIMMING CHAMPIONSHIP.

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

WHEREAS, The Dolphins of Whitney Young High School, coached by Robert Miller, have defeated all high school teams and won the title of 1985 High School Swimming Champions on Friday, February 15, 1985; and

WHEREAS, The Dolphins have won the Chicago Public High School Swimming Championships for two consecutive years; and

WHEREAS, Since the United Nations General Assembly designated 1985 to be the International Year of the Youth, and the goals achieved by the Dolphins, proved what our youth can accomplish through team effort and good sportsmanship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of May, 1985, do hereby congratulate the outstanding athletes who make up the Whitney Young High School Dolphins, under coach Robert Miller, for achieving the status of Champions in the 1985 Chicago Public High School Swimming Championships; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Whitney Young High School Dolphins Swim team.

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

Thereupon, on motion of Alderman W. Davis, the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Honorable Eugene Sawyer, President Pro Tem., relinquished the Chair to Honorable Harold Washington, Mayor.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- MAYOR'S APPOINTMENT OF WALTER CLARK
AS MEMBER OF COMMERCIAL DISTRICT
DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Walter Clark as a member of the Commercial District Development Commission, for a five year term.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF FIDEL LOPEZ AS
CHAIRMAN OF COMMERCIAL DISTRICT DEVELOPMENT
COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Fidel Lopez as Chairman of the Commercial District Development Commission, replacing James D. Green, for a five year term.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF UTHMAN MUHAMMAD AS MEMBER
OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Uthman Muhammad as a member of the Commercial District Development Commission, for a five year term.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF JOHN KENNEDY AS MEMBER OF
COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed John Kennedy as a member of the Commercial District Development Commission, for a five year term.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF ROBERT MIER AS MEMBER OF
COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Robert Mier as a member of the Commercial District Development Commission, for a five year term.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF ELIZABETH HOLLANDER
AS MEMBER OF COMMERCIAL DISTRICT DEVELOPMENT
COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I have appointed Elizabeth Hollander as a member of the Commercial District Development Commission, for a five year term.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF STANLEY BALZEKAS, JR.
AS MEMBER OF BOARD OF HEALTH.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I hereby appoint Stanley Balzekas, Jr. as a member of the Board of Health of the City of Chicago to succeed Dr. Henry Wiggins, and respectfully request your approval of this appointment.

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

Referred -- MAYOR'S APPOINTMENT OF DR. HERNAN REYES
AS MEMBER OF BOARD OF HEALTH.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I hereby appoint Dr. Hernan Reyes as a member of the Board of Health of the City of Chicago to succeed Michael Rosenberg, and respectfully request your approval of this appointment.

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

Referred -- MAYOR'S APPOINTMENT OF ANDREA O'MALLEY
MUNOZ AS MEMBER OF BOARD OF HEALTH.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I hereby appoint Andrea O'Malley Munoz as a member of the Board of Health of the City of Chicago to succeed Dr. Martin Gonzalez, resigned, and respectfully request your approval of this appointment.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 5 TO LINCOLN
PARK GENERAL NEIGHBORHOOD PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 5 to the Lincoln Park General Neighborhood Plan.

Also, enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting held on the 7th day of May, 1985, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 3 TO ENGLEWOOD
CONSERVATION PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 3 to the Englewood Conservation Plan.

Also, enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at an Adjourned Regular Meeting held on the 7th day of May, 1985, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF EASEMENT AGREEMENT
FOR CONSOLIDATED RAIL CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the acquisition of an easement for a water main through the right-of-way of the Consolidated Rail Corporation in the vicinity

of W. 107th and S. Throop Street and approving and authorizing the execution of the Agreement for said easement.

Your favorable consideration of this ordinance will be appreciated.

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

**Referred -- SUBMISSION OF FINAL STATEMENT OF OBJECTIVES AND
PROJECTED USE OF FUNDS FOR COMMUNITY DEVELOPMENT
BLOCK GRANT ENTITLEMENT FOR YEAR XI.**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the submission of Final Statement of Objectives and Projected Use of Funds, for C.D.B.G. Entitlement for the Year XI, the Final Statement of Community Development Objectives and Projected Use of Funds, and a Supplement thereto.

Your favorable consideration of this ordinance will be appreciated.

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

**Referred -- REPROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS FROM PERMANENT IMPROVEMENT ACCOUNT TO
ENGINEERING ACCOUNT OF YEAR X COMMERCIAL
DISTRICT DEVELOPMENT PROGRAM.**

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith, at the request of the Commissioner of the Department of Economic Development, a resolution to reprogram Community Development Block Grant funds in the amount of \$50,000 from the Permanent Improvement Account of the Year X Commercial District Development Program to the Engineering Account of that program.

Your favorable consideration of this resolution will be appreciated.

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

Referred -- REPROGRAMMING OF COMMUNITY DEVELOPMENT
BLOCK GRANT EMERGENCY JOBS BILL FUNDS
TO VARIOUS ENTITLEMENT FUNDED
PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith, at the request of the Budget Director, a resolution to reprogram Community Development Block Grant Emergency Jobs Bill funds in the amount of \$1,204,876 to various other C.D.B.G. Entitlement funded projects.

Your favorable consideration of this resolution will be appreciated.

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

Referred -- REPROGRAMMING OF COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS IN YEAR X BRANCH LIBRARY
RENOVATION PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a resolution to reprogram Community Development Block Grant Funds in the Year X Branch Library Renovation Program in the amount of \$85,000.

Your favorable consideration of this resolution will be appreciated.

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

Referred -- COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY AND ILLINOIS NURSES ASSOCIATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance ratifying and adopting a Collective Bargaining Agreement between the City of Chicago and the Illinois Nurses Association.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE AND SALE OF MULTI-FAMILY HOUSING
REVENUE BONDS, SERIES 1985 (F.H.A. INSURED
MORTGAGE LOAN -- ORLEANS-ILLINOIS
PROJECT).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the issuance and sale of Multi-Family Housing Revenue Bonds, Series 1985 (F.H.A. Insured Mortgage Loan -- Orleans-Illinois Project) in an aggregate principal amount not to exceed \$32,000,000.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- REPROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS FROM PERMANENT IMPROVEMENTS ACCOUNT
TO CONTRACTUAL SERVICES ACCOUNT OF YEAR X
COMMERCIAL DISTRICT DEVELOPMENT PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- I transmit herewith, at the request of the Commissioner of the Department of Economic Development, a resolution to reprogram Community

Development Block Grant funds in the amount of \$50,000 from the Permanent Improvements account of the Year X Commercial District Development Program (Industrial and Commercial Urban Renewal) to the Contractual Services account of that program.

Your favorable consideration of this resolution will be appreciated.

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

Referred – EXTENSION OF CREDIT AGREEMENT WITH FIRST
NATIONAL BANK OF CHICAGO FOR CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN – At the request of the City Comptroller, I transmit herewith an ordinance authorizing a one year extension of the \$25,000,000 Credit Agreement with the First National Bank of Chicago for Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred – EXECUTION OF FINANCIAL AGREEMENTS
WITH PAUL STUCK AND ASSOCIATES, LIMITED
D./B./A. RECYCLED OFFICE FURNITURE
SYSTEMS, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute, on behalf of the City of Chicago, financial agreements with Paul Stuck and Associates, Inc. d/b/a Recycled Office Furniture Systems, Inc., in the amount of \$605,000, to acquire, rehabilitate and equip property located at 2503 South Blue Island Avenue as part of a business expansion program.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF REVOLVING LOAN FUND
AGREEMENT WITH FLAVOR FRESH FOODS
CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute, on behalf of the City of Chicago, a Revolving Loan Fund Agreement with Flavor Fresh Foods Corporation, in the amount of \$100,000, to expand business and job opportunities located at 4401 South Oakley Avenue.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- EXECUTION OF AIRPORT USE AGREEMENT
BETWEEN CITY AND FLYING TIGER
LINE, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the approval and execution of an Airport Use Agreement between the City of Chicago and the Flying Tiger Line, Inc. at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF RATES AND CHARGES FOR
AIRLINES USING INTERNATIONAL TERMINAL AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance approving rates and charges for airlines using the International Terminal at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF CERTAIN LEASES BETWEEN CITY AND
AIRLINES OPERATING FROM INTERNATIONAL TERMINAL AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the approval and execution of certain leases between the City of Chicago and airlines operating from the International Terminal at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- CONDITIONAL APPROVAL OF INDUSTRIAL
REVENUE BOND FOR PROJECT BY RIDER
DICKERSON, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 15, 1985.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$750,000 for the financing of a project by Rider Dickerson, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

**City Council Informed As To Miscellaneous
Documents Filed Or Received In City
Clerk's Office.**

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

PROCLAMATIONS.

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

"CHILD ABUSE PREVENTION MONTH IN CHICAGO":

April, 1985;

"PAN AMERICAN DAY IN CHICAGO":

April 12, 1985;

"NATIONAL FAIR HOUSING MONTH":

April, 1985

"NATIONAL LABORATORY WEEK IN CHICAGO":

April 14-20, 1985;

"ARDIS KRAINIK DAY IN CHICAGO":

April 15, 1985;

"PROFESSOR KENNETH W. PERRY DAY IN CHICAGO":

April 16, 1985;

"ACADEMY HONORS DAY IN CHICAGO":

April 15-19, 1985;

"LIU ZONGREN DAY IN CHICAGO":

April 17, 1985;

"VOTING RIGHTS DAY IN CHICAGO":

April 17, 1985;

"WBBM-TV HELPING THE HOMELESS AND THE HUNGRY DAY IN CHICAGO":

April 21, 1985;

"RECYCLING DAYS IN CHICAGO":

April 21-27, 1985;

"FELICIAN SISTERS DAY IN CHICAGO":

April 21, 1985;

"SOUL CHILDREN'S CHOIR DAY IN CHICAGO":

April 21, 1985;

"NURSING HOME RESIDENTS WEEK IN CHICAGO":

April 22-28, 1985;

"PUBLICIZE CHICAGO AND THE STATE OF ILLINOIS CAMPAIGN DAY IN CHICAGO":

April 24, 1985;

"HISTORIC PRESERVATION AWARENESS MONTH IN CHICAGO":

April 27 - June 9, 1985;

"BETTER HEARING AND SPEECH MONTH IN CHICAGO":

Month of May, 1985;

"PARTNERSHIP IN HEALTH MONTH IN CHICAGO":

Month of May, 1985;

"NATIONAL HIGH BLOOD PRESSURE MONTH IN CHICAGO":

Month of May, 1985;

"NEUROFIBROMATOSIS MONTH IN CHICAGO":

Month of May, 1985;

"POLISH CONSTITUTION AND POLONIA DAYS IN CHICAGO":

May 2-5, 1985;

"BUILD DAY IN CHICAGO":

May 3, 1985;

"WILLIAM GAGE, SR. DAY IN CHICAGO":

May 3, 1985;

"LIBERTY DAY IN CHICAGO":

May 3, 1985;

"ASIAN AMERICAN HERITAGE WEEK IN CHICAGO":

May 4-10, 1985;

"ASTHMA AND ALLERGY AWARENESS WEEK IN CHICAGO":

May 5-11, 1985;

"MARY THOMPSON HOSPITAL WEEK IN CHICAGO":

May 5-12, 1985;

"TRANSPORTATION WEEK IN CHICAGO":

May 6-12, 1985;

"BUSINESS OPPORTUNITY DAYS IN CHICAGO":

May 7-8, 1985;

"BLACK BUSINESS ACHIEVEMENT DAY IN CHICAGO":

May 8, 1985;

"CHICAGO INTERNATIONAL ART EXPOSITION DAYS IN CHICAGO":

May 9-12, 1985;

"GOD FIRST DAY IN CHICAGO":

May 11, 1985;

"GREEK HERITAGE '85 DAYS IN CHICAGO":

May 12-18, 1985;

"HOSPITAL WEEK IN CHICAGO":

May 12-18, 1985;

"MEXICAN-AMERICAN BUSINESS AND PROFESSIONAL WOMEN'S DAY IN CHICAGO":

May 17, 1985;

"OUR WORLD-UNDERWATER DAY IN CHICAGO":

May 17-19, 1985;

"AMERICAN YOUTH SOCCER ORGANIZATION WEEKEND IN CHICAGO":

May 25 and 26, 1985;

"SALVATION ARMY DONUT DAY IN CHICAGO":

May 31, 1985;

"POLISH MUSEUM OF AMERICA DAY IN CHICAGO":

June 2, 1985.

OATH OF OFFICE.

Also, the oath of office of Mr. Russell H. Ewert as member of the Policemen's Benefit and Annuity Fund; filed on May 8, 1985.

ACCEPTANCES AND BONDS UNDER ORDINANCES.

Also, acceptances and bonds under ordinances as follows:

American Medical Association: Acceptance and bond under an ordinance passed December 3, 1984 (elevated sidewalk); filed on April 26, 1985;

Augusta Building Corporation: Acceptance and bond under an ordinance passed January 23, 1985 (railroad switch track); filed on April 26, 1985;

Central Telephone Company of Illinois: Acceptance and bond under an ordinance passed December 3, 1984 (maintenance of conduits); filed on April 26, 1985;

Chicago Sculpture International: Acceptance under an ordinance passed on March 20, 1985 (display sculptures); filed on May 8, 1985;

Albert M. Friedman: Acceptance under an ordinance passed on March 20, 1985 (vaults); filed on May 1, 1985;

Republic Steel Corporation, d/b/a LTV Steel Company, Inc.: Acceptance under an ordinance passed March 20, 1985 (railroad switch track); filed on May 8, 1985;

South Chicago Community Hospital: Acceptance and bond under an ordinance passed January 23, 1985 (covered bridge/passageway); filed on April 26, 1985.

REPORTS AND DOCUMENTS OF COMMONWEALTH EDISON COMPANY.

Also, the following communication from Robert W. Breseman, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of May 1, 1985 which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month May, 1985.

Statement for bills issued in May, 1985 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month of February, 1985.

Commonwealth Edison Company 1984 Financial Review.

Commonwealth Edison Company's Current Report on Form 8-K for April 3, 1985, as filed with the Securities and Exchange Commission.

Quarterly report to stockholders dated May 1, 1985, as filed with the Securities and Exchange Commission."

City Council Informed As To Publication Of Journal.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on April 25, 1985 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 May 15, 1985, 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 April 25, 1985, 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.

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:

Atlantis Properties, Ltd. -- to classify as a Business-Residential Planned Development instead of an M2-4 General Manufacturing District the area shown on Map No. 1-F bounded by

West Ohio Street; a line 143.20 feet east of the center line of North Halsted Street; a line 119.76 feet south of the center line of West Ohio Street; a line 187.27 feet east of the center line of North Halsted Street; West Ohio Street; the alley next east of and parallel to North Halsted Street; a line 192.56 feet south of the center line of West Ohio Street; and North Halsted Street;

Thomas M. Barnas -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-L bounded by

a line 373.57 feet north of and parallel to West 64th Street; South Cicero Avenue; a line 273.57 feet north of and parallel to West 64th Street; public alley next west of and parallel to South Cicero Avenue;

Robert Bezler and Evelyn Bezler -- to classify as an M3-1 Heavy Manufacturing District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 34-A bounded by

the south line of East 136th Street or the line thereof extended where no street exists; a line 110 feet west of South Avenue O; a line 150 feet south of the south line of East 136th Street or the line thereof extended where no street exists; South Avenue O; a line 200 feet south of the south line of East 136th Street or the line thereof extended where no street exists; and a line 231 feet west of South Avenue O;

Chicago Dock-Equitable Venture -- to classify as a Residential-Business Planned Development instead of C3-6 and C3-7 Commercial Manufacturing Districts and a B6-7 Restricted Central Business District the area shown on Map No. 1-E bounded by

East Grand Avenue; a line 434.5 feet west of the west line of North Peshtigo Court; East Illinois Street; North Peshtigo Court; East Grand Avenue; North Lake Shore Drive; the center line of Ogden Slip to a point 439.74 feet east of North Lake Shore Drive, the center line of the Turning Basin; the north bank of the Chicago River and the line thereof extended eastward where said bank does not exist; North Michigan Avenue; East North Water Street; North St. Clair Street (as now located); East Illinois Street; North St. Clair Street; the alley next south of East Grand Avenue; and a line 150 feet east of and parallel to North St. Clair Street.

Richard S. Butler Sr. -- to classify as a B4-4 Restricted Service District instead of an R6 General Residence District the area shown on Map No. 12-C bounded by

East 53rd Street; a line 166 feet east of and parallel to South Cornell Avenue; a line 150.20 feet south of and parallel to East 53rd Street; and a line 142 feet east of and parallel to South Cornell Avenue;

Dearborn Delaware Associates -- to classify as a Residential-Business Planned Development instead of a B4-4 Restricted Service District the area shown on Map No. 1-F bounded by

West Delaware Place; the alley next east of and parallel to North Dearborn Street; a line 101 feet south of and parallel to West Delaware Street; and North Dearborn Place;

Shafiq Haddad & Badrieh Haddad -- to classify as a B2-1 Restricted Retail District instead of an R2 Single-Family Residence District the area shown on Map No. 32-A bounded by

East 134th Street; the alley next east of South Avenue N; a line 28.90 feet south of East 134th Street; and South Avenue N;

The Henderson Associates -- to classify as a C3-5 Commercial/Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

the west line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way; West Erie Street; and a line 85.5 feet east of North Larrabee Street;

River West Development, Ltd. -- to classify as a Residential-Business Planned Development instead of an M1-3 General Manufacturing District the area shown on Map No. 1-G bounded by

West Superior Street; a line 312.91 feet east of North Sangamon Street; a line from a point 312.91 feet east of North Sangamon Street and 51.18 feet north of West Huron Street, to a point 348.81 feet east of North Sangamon Street along the north line of West Huron Street; West Huron Street; North Peoria Street; a line 65.94 feet south of West Huron Street; a line 126.34 feet west of North Peoria Street; a line 283.20 feet south of West Huron Street; West Huron Street; the alley next south of and parallel to West Huron Street; the alley next southwesterly of North Sangamon Street; the alley next west of and parallel to North Sangamon Street; West Huron Street; and North Sangamon Street;

The Salvation Army -- to classify as a Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 13-K bounded by

a line 475 feet north of West Argyle Street; North Pulaski Road; the alley next north of and parallel to West Argyle Street, or the line thereof if extended where no alley exists; and North Karlov Avenue, or the line thereof if extended where no avenue exists;

Xerophyte Partnership--to classify as an R6 General Residence District instead of an R5 General Residence District the area shown on Map No. 18-B bounded by

a line 137 feet northwesterly of and parallel to East 78th Street; a line 200 feet northeasterly of and parallel to South South Shore Drive; East 78th Street; and a line 100 feet northeasterly of and parallel to South South Shore Drive.

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:

A to Z Electric Company (4), Active Provision Co., Allied American Ins. Co. and Joseph McMullin, Allstate Ins. Co. (7) David Mata, Percy Parker, Roosevelt Patterson, Henry Taylor, Cheryl A. Gillespie, Alma Lacour and Dorothy Duncan, Anderson John;

Becker Eileen, Berendt Frank A., Biscan Ronald, Borchardt Ron, Brown Anthony, Brown Jesse;

Calumet Marine Tow, Chicago Lawn United Methodist Church, Chicago Midway Airport Inn, Clark Jane, Clark Martin, CNA Insurance Companies and Dean Foods and H and L Auto Rebuilders, Collins Danny, Compton Barbara, Crosby Terry R., Cross R. Heinrich C.;

Damen Savings and Loan Assn., Daniels Betty J., Diliberto Stephen, Disclafani Mary, Durakis George J., Durrani Debra;

Economy Fire and Casualty Co. (2) Carlos Rivera & Gladys Lopez, and Damian and Carol Warshall, Edwards Egbert, Endless Richard;

Farmers Ins. (2) Steve Hamberg, and Kathryn Koch, Fatigato Joseph, Firemen's Fund Ins. and Salvatore Perry, Flom Mark, Francisco Benjamin, Franklin Ralph;

Garcia Jesus, Geraci Vince, Gonzalez Jose, Gorman Laura Robin, Grand-Kahn Electric, Gray Thackery, Greene Marie, Greene Roger, Grey Marcus;

H and M Retailers, Inc., Hogan Joseph, Humphrey Florine;

Illinois Dept. of Transportation, Illinois Investigation and Inspection Service, Ltd. and Marcus Grey;

Jarrells Velma, Johnson Lottie;

Kenny Charlie, Kidd Charlie, King Laura, KMB Ins. and Mary Louise Young, Kocsis Peter, Kulfan Antoni, Kurowski Nancy;

Lakeside Mgmt. Co., Lewis Alvin, Lewis Mary, Liberty Mut. Ins. Co. and Jurate O'Brien, Lincoln Towers Ins. Agency and Jean Cadet, Lewis Robert, Livingstone Anna;

M.A.H. Construction Co., Inc., Magallanes Eleno, Mahr Helmut, Marchman Gilbert, Mason Todd, Mathews J., Mendez Jose M., Merit Ins. Co. and Roy A. Valadez, Miller Mozeller, Molenda Roxan, Montgomery Ward Ins. and George Thomas, Moore Willie, Motors Ins. Corp. and Kate Smith;

McDaniel Desiree, McRoy Helen;

Nelson Elmer, Nelson Robert;

Obrochta Andy, Ohio Cas. Group and Agnes Dumit, Orange Warren, Original Providence Baptist Church, Osoria Gregorio, Owner or Occupant for premises at 4443 South Princeton;

Parker Irene, Peoples Gas Light and Coke Co. (2), Pillows Katherine, Piot Loretta, Pride John;

Quadri Jamil;

Roberts-Stage Electric Co., Inc., Rodriques Cruz, Rothschild Michael;

Simpson Charlie, Skerce Harry, State Farm Ins. Co. (5) Mary Skach, Judith Fosco, Gene A. Hochberg, Eleanor Radosky and Kenneth Stile, Stoller Ben, Stovall Tyree, Strieleman Romar;

Taylor Stanley;

Uslander Richard;

Wallace Bernard, Washington Ben, Wheeler James;

Zvirblis Anthony.

SETTLEMENTS AND SUITS WITH ENTRIES OF JUDGMENTS
AGAINST CITY.

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk on May 3, 1985) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended March, 1985, which was *Referred to the Committee on Finance*.

Referred -- REQUEST FOR ERECTION OF HANDICAPPED
SIGN AT SPECIFIED LOCATION.

Also, a communication from Thomas Szeremeta, requesting the erection of a "Handicapped" sign at 4626 South St. Louis Avenue. -- *Referred to the Committee on Traffic Control and Safety*.

Placed on File -- AMENDING AGREEMENTS FOR FRANCHISE AREAS,
2, 3, 4 AND 5, AND FRANCHISE AGREEMENT FOR AREA 1.

A communication from Julieanna L. Richardson, Acting Cable Administrator, transmitting Amending Agreements for Franchise Areas 2, 3, 4 and 5 and Franchise Agreement for Area 1, which was *Placed on File*.

Placed on File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF APRIL, 1985.

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

[Voucher printed on page 16012 of this Journal.]

PERSONAL SERVICES PAID BY VOUCHER FOR APRIL, 1985

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	APR. 1985
Vivian Lockette	2322 E. 69 St.	Aviation	Coord. Planner I	740	2,255.00	2,255.00
Amos D. Myrick	2822 S. Calumet	Consumer Services	Farmers' Mkt. Mgr.	100	8.00	1,124.00
Michael Rembert	4739 W. Monroe	"	Consumer Ser Aide	"	7.50	1,102.50
Raymond Antonucci	1431 W. Cuyler	Fire	Fireman	"	51.12	51.12
Algars Banga	5530 N. Mason	"	"	"	191.88	191.88
Patrick Burke	6965 W. Farragut	"	"	"	129.84	129.84
Edw. J. Dennis	8643 S. Komensky	"	"	"	6,723.83	6,723.83
V. J. Duchene	3000 N. Nordica	"	"	"	6,884.57	6,884.57
George Evans	6730 S. Shore	"	"	"	68.16	68.16
Benedict Ferenzl	4137 W. 77 Pl.	"	"	"	7,917.00	7,917.00
John Gumpert	7860 S. Kostner	"	"	"	10,624.83	10,624.83
Mary Ann Hanson	1711 W. Nelson	"	"	"	6,987.84	6,987.84
Robert Hartwig	5341 N. Delphia	"	"	"	7,778.67	7,778.67
Raymond Jaminski	11307 S. Ave G	"	"	"	6,955.40	6,955.40
Richard Lambrecht	1515 W. Morse	"	"	"	5,103.63	5,103.63
Eugene Marks	5143 E. River Rd	"	"	"	105.23	105.23
Mary Ellen Schwarz	5844 N. Odell	"	"	"	219.11	219.11
Donald E. Smith	517 W. 129 Pl	"	"	"	2,668.41	2,668.41
Edward Stutz	11734 S. Artesian	"	"	"	4,330.58	4,330.58
Paul M. Igasaki	1210 W. Newport	Human Relations	Community Liaison	"	388.19	388.19

Rules Suspended -- COMMITTEE ON CULTURAL DEVELOPMENT AND
HISTORICAL LANDMARK PRESERVATION REQUESTED
TO TAKE NECESSARY ACTION TO ERECT
MEMORIAL FOR VIET NAM VETERANS.

Alderman Vrdolyak moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to consider a proposed resolution honoring Viet Nam Veterans. The motion *Prevailed*.

Alderman Vrdolyak then presented the following resolution:

WHEREAS, The name of one small country - Viet Nam - will resonate forever in the American national memory, recalling danger and lost opportunity and tragedy, summoning remembrance of gallantry and greatness and, above all, the uncommon courage of the common soldier in America; and

WHEREAS, For hundreds of thousands of young Americans duty was more than a concept, country more than an abstraction, honor more than a word; and they responded to their country's call, as generations before had responded and they fought; and

WHEREAS, They fought again, thousands of miles from home where they found again that war is bleeding and dying, but their country had called them to duty, so they fought the fifth foreign war in which Americans were engaged in less than a century; and

WHEREAS, At home their countrymen supported them, often confused, even at odds over the nation's policy in Viet Nam, and when the young men came home they were embraced, but silently; and

WHEREAS, National recognition came to be expressed in the country's graceful new monument to the more than 58,000 who fought and died in Viet Nam; and

WHEREAS, One thousand thirty-nine Chicagoans died in that tragic struggle; and

WHEREAS, We could never measure their loss to us, nor their courage, nor their selflessness, but to preserve the memory of what they did for freedom, it is appropriate that a memorial or monument be erected in Chicago so that each generation may cherish the memory of the one thousand thirty-nine honored Chicagoans; now, therefore,

Be It Resolved, By the City Council of the City of Chicago that the Council Committee on Cultural Development and Historic Landmark Preservation take the necessary action to bring about such a memorial or monument in Chicago; and

Be It Further Resolved, That the names, attached to this resolution, to be inscribed on this structure be memorialized in the City Council today; and

Be It Further Resolved, That our remembrance today be expressed as follows:

Here dead we lie because we did not choose to live and shame the land from which we sprung. Life, to be sure, is nothing much to lose; But young men think it is, and we were young

[A. E. Housman]

[List of Chicagoans who died in Viet Nam is
printed on pages 16015 thru 16035 of
this Journal.]

Alderman Vrdolyak moved to *Suspend the Rules Temporarily* for the immediate consideration of the foregoing resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Vrdolyak, the foregoing proposed resolution was *Adopted*.

Regular Order of Business Resumed.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

ALLOCATION OF MOTOR FUEL TAX FUNDS AMENDED FOR TRAFFIC CONTROL SIGNALS AT WEST 95TH STREET AND SOUTH PARNELL AVENUE.

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 an ordinance passed by the City Council on July 6, 1983 appearing at C.J.P. 467, which allocated Motor Fuel Tax Funds for engineering only of a traffic control signal at 95th Street and South Parnell Avenue be amended to provide funding for the installation of said signal. The figures shown in the July 6, 1983 ordinance are hereby deleted as shown in brackets and the figures in italics are hereby added as follows to reflect the total cost of the installation project:

Intersection	Estimated Cost
West 95th Street and South Parnell Avenue	[\$9,500] <i>\$104,500</i>

(Continued on page 16037)

1st Lt Robert Charles Aguado	Jun 19, 1967
Sgt Tony Ahinzow	Jul 4, 1967
LCpl Melvin Lee Allen	May 4, 1967
Sgt James Kenneth Alles	May 11, 1968
Pfc Henry Hayden Allman	Jun 25, 1966
Cpl Pablo Almanza	Jun 4, 1967
Pfc Diego Amador	Jan 21, 1969
Spec 4 Justin Kenneth Anderson	Dec 22, 1968
Spec 4 Lewis Carl Anderson	Jan 22, 1967
Maj Robert William Anderson	Oct 8, 1967
Pfc Otis Eliza Andrews	Dec 10, 1970
Capt Robert P. Andrews	Sep 3, 1966
Pvt Raymond John Aquino	Jan 19, 1970
Spec 4 Dennis Archibald	Jun 6, 1968
Pfc Edward Joseph Ariaz	Mar 16, 1968
Cpl Joe Eddy Arnold	Oct 9, 1968
Cpl Kenneth W. Arnold	May 9, 1968
Sgt Sherman Avant	Mar 23, 1971
Spec 4 Don Wayne Avery	Aug 9, 1970
LCpl Larasett Earl Avington Jr	Jul 4, 1966
Cpl Carl Bracy Ayers Jr	Aug 29, 1969
Sgt Richard Clark Babb Jr	Jan 1, 1970
LCpl Michael Terrance Badsing	Sep 6, 1965
Cpl Richard Howard Bahl Jr	Jan 15, 1970
Spec 4 Floyd Clark Bailey	May 11, 1968
Spec 4 Joseph Bailey Jr	Mar 20, 1967
Spec 4 Raymond Bailey	Oct 6, 1965
Pfc Eugene Baker Jr	Aug 5, 1968
Pfc Raftkeith Eros Baker	Feb 14, 1968
Sgt Reginald Baker	May 2, 1968
Cpl William Clarence Baldwin	May 19, 1968
Pfc Floyd Jackson Banks	Dec 6, 1969
Pfc Bruno Baran	Mar 15, 1969
Pfc Jesse Louis Barkley	Sep 10, 1968
LCpl Willie James Barnes	Feb 1, 1968
Pvt Clare Arnold Barrett	Apr 4, 1970
Pvt Gerald Edward Bartram	Mar 9, 1967
Spec 4 August Thomas Battaglia	Apr 13, 1968
Pfc Larry Batts	Mar 29, 1972
Spec 4 Michael George Bazel	Apr 25, 1970
Pfc Leonard Beatty Jr	Nov 20, 1968
Spec 4 Richard James Beck Jr	May 14, 1968
Pfc William Walter Bednarz	May 16, 1967

Spec 4 Daniel Simon Behar	May 20, 1969
Spec 4 Michael James Beirne	May 10, 1967
Spec 4 Paul Belchak Jr	Jun 1, 1968
Pfc James William Bell	Feb 17, 1969
Cpl John David Belles	Oct 13, 1968
Pfc Jonas Benford	Aug 20, 1968
Cpl Nicholas Michael Beran Jr	Jun 26, 1967
Pvt Michael Stanley Berek	Jul 14, 1967
Capt Joseph Mike Berkson	May 2, 1972
Sgt Jose Rolando Bernal	Apr 7, 1968
Spec 4 Samuel Alonzo Bessent	Apr 25, 1969
Spec 4 Dennis Arthur Beuke	Oct 11, 1967
Spec 4 Andrew Albert Biedron Jr	Apr 19, 1969
CWO Robert Charles Biegel	Jan 31, 1968
Pfc William Charles Bily	Jun 11, 1971
Pvt James Franklin Bishop	Sep 27, 1971
Cpl Howard Tyrone Bledsoe	Jul 6, 1970
LCpl Edward Eugene Blumer	Nov 7, 1967
SSgt Robert Lee Bodine	Mar 16, 1968
Pvt Maurice Bogguess	Feb 22, 1968
Sgt Ronald Joseph Bonert	Jun 14, 1967
Cpl Herminio Amelio Bonilla	Jan 14, 1970
Pfc Victor Boochko	Aug 20, 1968
Pfc Stephen Zbigniew Borczyk	Feb 16, 1967
Pfc John C. Borowski	Jul 10, 1967
Sgt Leroy J. Borst Jr	Feb 15, 1967
MSgt William Parker Bowman	Oct 21, 1968
LCpl Ernest Boyd Jr	May 29, 1968
Capt Peter Kestutis Boyev	Apr 26, 1970
Sgt James Patrick Boyle	Apr 17, 1968
SSgt Ellsworth Smith Bradford	Oct 11, 1969
Cpl Rodney Bradford	Sep 16, 1968
HM3 Nicholas John Braico	May 5, 1970
Capt Aaron L. Bram	Dec 17, 1966
Col Joseph William Brand	May 31, 1977
Spec 4 James Byrd Brandon	Feb 3, 1968
Pfc John Arthur Brantley	Jun 17, 1967
Pfc Gerald Robert Brent	Jan 28, 1968
CWO Oscar Lee Brittenum Jr	Dec 16, 1969
LCpl Patrick Emmet Broderick	Sep 23, 1967
Pfc Thomas Edward Bromley	Feb 20, 1967
Pfc Allen Brooks	Oct 28, 1966
Cpl Billy James Brown	Apr 12, 1968
Cpl Bruce Gilbert Brown	Oct 7, 1968

Spec 4 Charles Chuck Brown	Jun 26, 1966
Pfc Clyde Alvin Brown	May 28, 1970
LCpl James Patrick Brown	Jun 28, 1969
Sgt Joseph Raymond Brown	Sep 16, 1968
Sgt Raymond Brown	Mar 30, 1969
Cpl Robert Edward Brown	Mar 20, 1967
Sgt William Henry Brown Jr	Apr 2, 1969
COL Robert Wallac Brownlee Jr	Oct 26, 1978
Pfc Donald Ralph Brunner	Nov 4, 1966
Pfc Gazzett Ben Brunson Jr	May 25, 1968
LCpl John Joseph Bryar	Mar 23, 1967
Pfc Thomas Allen Brynelsen	May 4, 1967
SSgt Michael John Burke	Jul 30, 1974
Spec 4 Michael James Burkhart	May 24, 1968
Sgt James Patrick Burns	Sep 2, 1968
Pfc Martin James Burns	Feb 3, 1971
QM2 Lanny Howard Buroff	Jul 6, 1970
Pfc Joseph Samuel Burris III	Sep 11, 1969
Cpl James Arthur Burton	Jan 24, 1969
Spec 6 Eric Peter Busch	Aug 7, 1970
Pfc Allan Paul Butkus	Apr 12, 1968
Spec 4 John Louis Bylon	Feb 23, 1967
Cpl Robert Howard Byrnes	May 15, 1968
Pfc John Joseph Campa	Jul 21, 1967
Pvt Donald Campbell	Dec 31, 1966
Spec 4 James Henry Campbell Jr	Mar 26, 1968
Pfc Kenneth Campbell	Feb 9, 1968
Pfc Arnoldo J. Cardenas	Jun 30, 1966
Pvt John Joseph Carlone II	Dec 27, 1965
Capt John Werner Carlson	Dec 7, 1966
Pfc Henry Ellis Carmichael Jr	Oct 5, 1968
Pfc Samuel Lee Carmichael	Nov 18, 1967
Pvt Timothy John Carolan	Jun 18, 1969
Cpl Mervyn Maurice Carson	Feb 15, 1967
Pfc Daniel Carter Jr	Nov 12, 1969
Pfc Ralph Winfield Carter	Apr 24, 1967
1st Lt Daniel Cassano	Jan 17, 1969
Pfc Orrin Joseph Cassata	Sep 7, 1967
LCpl Patrick Christian Cassidy	Dec 18, 1967
SSgt Santos Castellanos	Aug 10, 1971
Spec 4 Louis Castillo	Nov 21, 1966
Pvt Norman Richard Catlin	Mar 16, 1967
LCpl Willie Richard Caulton	Jan 26, 1968
Spec 4 John Charles Cavanaugh	Dec 10, 1967

WO Ronald Michael Cederlund	Sep 3, 1968
Cpl Edward Eddy Cervantez	Jan 30, 1968
Pfc Sidney David Chapman	May 16, 1967
Pfc Edward Lewis Chappell	Mar 17, 1969
Pvt Antonio Gonzalez Chavez	May 2, 1967
Pvt John Chlewa	Apr 29, 1967
Pfc James Virgil Chronister	May 1, 1967
Pfc Theodore Chrystynycz	Jan 28, 1968
Lt Col William Malcom Church	Mar 21, 1969
Capt Fedele Anthony Cicero	Jul 2, 1967
Pvt Rudolph V Cistaro Jr	Feb 3, 1968
Sgt James Michael Ciupinski	Nov 1, 1968
Pfc James Thomas Clair	Jan 3, 1968
Pfc Craig Michael Clancy	Jun 18, 1969
LCpl Joseph Aloysious Clancy	Aug 24, 1965
Cpl Richard Steven Clare	Jul 21, 1969
Sgt Henry Patrick Clark	Jun 18, 1970
Pvt Nathaniel Buster Clark	Apr 26, 1968
COL Charles Peter Claxton	Apr 27, 1978
Pfc Doyle Gregory Clay	Feb 25, 1968
Pfc Karol Clay	Aug 10, 1968
Spec 4 Marshall Edward Clements	Mar 14, 1967
1st Lt Joseph Russle Clinch	May 30, 1970
Sgt Emory Theron Coates	Sep 5, 1970
ENS John Wesley Coghill	May 13, 1967
TSgt Harry Cohen	Jul 19, 1969
Cpl James Ivory Coleman	Oct 20, 1969
Pfc Richard Coleman	Mar 29, 1966
Spec 4 Ray Collins	Sep 19, 1967
Pfc Ronald Earl Colvins	Nov 11, 1968
Cpl Farrish Combs	Dec 15, 1969
Sfc Felix M Conde-Falcon	Apr 4, 1969
Sgt Lawrence Nelson Coney	Jul 3, 1968
Spec 4 Thomas Charles Connolly	May 24, 1968
Capt Joseph Bernard Copack Jr	Aug 16, 1978
LCpl Merlin G Cornelius Jr	Jul 26, 1968
Sgt Gerald Cragg	Nov 16, 1967
Pvt Raymond Crites	May 14, 1969
Pfc John Earl Cronin	May 14, 1967
Pfc George W Cruthird	Feb 6, 1968
Pfc Billy Ray Cubit	Nov 22, 1967
Pfc Robert Maurice Cunningham	Apr 18, 1969
Pfc James Christopher Curtin	Jan 28, 1968
Spec 5 Frank John Cwiok	Mar 19, 1970

SSgt Raymond George Czerwiec	Apr 28, 1976
Sgt Louie Frank Dalie	Jun 5, 1969
Pfc John Michael Dalton	Nov 21, 1966
Pfc Mathis Daniel	Mar 7, 1968
Spec 4 Eldridge Maurice Daniels	Jan 3, 1969
Sgt Thomas Alphonse Davino	Jul 3, 1968
Spec 4 Clyde Davis	May 15, 1971
Spec 4 Eugene Fester Davis	Jul 22, 1968
SSgt Jerald C Davis	Apr 25, 1969
Pfc Joe Mason Davis	Jul 22, 1968
Sgt Willie Davis Jr	Jun 15, 1967
LCpl Larry Charles Davison	Jun 7, 1969
Sgt Andrew Lee Dawson	Feb 4, 1968
Pfc Rodolfo De Leon	Feb 14, 1968
Cpl Carl Early Dean Jr	Nov 28, 1969
SSgt Donald Clay Dedmon	Jun 10, 1965
Spec 4 John Perry Deihl	Nov 21, 1968
Sgt Michael Julian Delgado Jr	Mar 22, 1966
Pfc Ruben Delgado Jr	Jan 30, 1966
Pfc Karl Peter Dency	Dec 7, 1968
LCpl Michael James Derrig	Aug 27, 1968
Sgt James Brian Des Rochers	Jan 31, 1968
Lt Richard Carl Deuter	Feb 1, 1978
SSgt Reese Devereaux	May 6, 1966
Spec 4 Bernard Dillard	Jul 19, 1966
Pfc Melvin Divens	May 24, 1968
Pfc Jimmy Lee Dobbs	Nov 7, 1966
Cpl Fred Richard Dode	Nov 21, 1967
Pfc Howard Stanley Dominiak	Apr 24, 1967
Pfc Dennis Dorsey	Feb 15, 1968
Spec 4 Patrick H Downey	Feb 24, 1968
Pfc Daniel Patrick Droszcz	Aug 27, 1968
Pfc Joseph Walter Dudek	Jan 15, 1968
Pfc Forest Edd Dudley	Dec 22, 1968
Pfc Robert Dunbar	Feb 16, 1969
Pvt Lawrence David Dunlap Jr	Jun 1, 1967
Pfc Larry Dunn	Nov 21, 1968
Sgt Laurence John Dunn	Aug 25, 1966
Spec 4 Thomas A Dvoratchek	Oct 5, 1965
Spec 4 Frank Edward Dziwisz Jr	Sep 27, 1966
Pfc Timothy James Egan	Jun 22, 1967
Pfc Hondah Dove El	Feb 23, 1966
Spec 4 Alfred Ellis	May 30, 1967
Pfc Illinois Emory Jr	Aug 26, 1967

Cpl William Nels Erling Jr	Sep 6, 1967
Sgt James Earl Eskridge	Nov 24, 1970
Sfc Ellis Casiano Espinosa	Dec 17, 1966
Pfc Jeffery William Evans	Oct 22, 1968
Spec 4 Joe Evans	May 20, 1968
Cpl Chris Frank Fabris	Jul 25, 1966
Pfc Maurice Faulkner	Mar 5, 1967
Pfc Ronald Allen Felkamp	Oct 21, 1970
Pfc Michael William Ference	Nov 20, 1967
Pfc Dennis Fernandez	Jul 4, 1968
Pfc James Thomas Fernandez	Feb 28, 1969
Pfc Angelo Figueroa	Apr 6, 1969
Spec 5 Fernando Figueroa	Jan 24, 1972
Sgt Anthony Marian Firak	Nov 7, 1969
Capt George Arthur Fischer	Apr 1, 1968
Spec 4 David Wayne Fisher	Oct 23, 1967
Pfc Otis Sylvester Fisher	Nov 12, 1966
LCpl Timothy Georg Fitzmaurice	May 9, 1968
Cpl Curtis L Fitzpatrick Jr	Oct 1, 1966
Spec 4 Brian Michael Flannery	Feb 18, 1970
Capt Thomas Michael Flatley	Dec 8, 1967
Pfc David Abram Fleischer	Dec 16, 1968
Pfc Jerry Fleming	Jun 18, 1968
Pfc John James Fleming	Jul 22, 1966
Pfc Jose Anibal Flores	Sep 27, 1967
Spec 4 Jeffery Donald Flournoy	Oct 8, 1967
Spec 4 John Henry Flynn	Mar 10, 1967
Pfc Melvin Eugene Foad	Nov 2, 1967
Spec 4 James Richard Foley	Feb 24, 1966
Pfc John Fonseca	Jun 26, 1968
LCpl Arthur Kirks Forbes	May 20, 1969
Cpl Philip Robert Frankiewicz	Feb 13, 1969
Sgt Michael John Franta	May 23, 1970
Pfc Dennis Jerome Fries	Oct 26, 1967
Pfc Samuel Jerome Frieson	Mar 15, 1968
LCpl Ronald Eugene Frizzell	Aug 12, 1966
Cpl William John Frossard	Sep 24, 1970
SSgt Dale Leroy Fugate	Nov 9, 1965
TM3 William Ralph Fuhrman	Apr 23, 1965
Pfc Willie Ketchery Fullilove	Jul 12, 1967
LCpl Michael Francis Gaffney	Jul 29, 1967
Cpl Rudolph Joseph Galarza	Nov 17, 1965
Pfc George George Richard Galbavy	Apr 4, 1967
Spec 4 Clarence Galloway	Feb 8, 1966

LCpl Charles Richard Gambill	Jan 18, 1970
Pfc Frank William Garapolo	May 27, 1968
Sgt Antonio Garcia	Dec 17, 1966
Cpl Robert Charles Gardner	Aug 16, 1968
Pfc John L Garrigan	Dec 4, 1967
LCpl Lawrence Leonard Gaska	Mar 3, 1968
Sgt Charles Hue Gatewood	Sep 23, 1975
Pfc Ezra Gavin	Mar 4, 1968
Pfc James Albert Gazze	Mar 12, 1969
Spec 4 Michael Arthur Gehl	Mar 23, 1969
Cpl Oronzo Gemmati	Apr 6, 1968
Pfc Dale Henry Gibson	Aug 2, 1966
LCpl John Arthur Gibson IV	May 17, 1968
Spec 4 John Aloysius Gillen	May 24, 1969
LCpl Dennis Harry Ginter	Jun 29, 1966
Spec 4 Roger Lee Givens	Jan 31, 1970
Spec 4 Melvin Roscoe Gleaton	Mar 30, 1972
Capt Roger Joseph Gniadek	Jan 27, 1969
Cpl Spencer Alan Goethe	Apr 2, 1970
LCpl Calvin Golden Jr	Jun 18, 1968
Pfc Armondo Abel Gomez	Feb 20, 1968
Pvt Francisco Gonzalez Jr	Aug 19, 1969
Pfc Victor Gonzalez Jr	Feb 23, 1968
Pfc Matthew Raymond Goossens	Sep 1, 1967
Pfc Leo Stanley Goralski	Dec 19, 1968
Spec 4 Kevin Terrence Gorman	May 20, 1967
Pfc Arthur John Grant Jr	Apr 16, 1967
Cpl Jackya Kederis Grant	Jan 28, 1967
CN Anthony John Grasso	Aug 28, 1967
Cpl Edwin Michael Gray	Nov 9, 1967
Pfc Gerald Alfred Gray	Feb 19, 1971
2nd Lt Michel Jack Greco	Sep 9, 1969
LCpl Arthur William Green	Sep 25, 1966
Cpl Charles Green Jr	Aug 26, 1967
Spec 4 Ernest Green	Dec 13, 1966
LCpl Kenneth Leslie Green	Sep 25, 1967
Pfc Richard Al Green	May 5, 1968
Sgt Ben John Greene	May 7, 1968
Pfc Carl Madason Greene	Sep 22, 1967
Cpl Richard Henry Greene	Nov 19, 1968
LCpl Theodore E Grensback Jr	Jul 24, 1969
Pfc Levester Griffin	Nov 22, 1967
Cpl Larry Michael Gross	May 21, 1968
SSgt Paul Gerald Guimond	Jul 14, 1970

LCpl John Anthony Guidan	Aug 3, 1970
1st Lt Jeffery Gurvitz	Feb 29, 1968
LCpl William Ralph Hackett Jr	Oct 27, 1967
Pfc James Stanton Hadley Jr	May 2, 1968
COL Robert Warren Hagerman	Nov 6, 1979
LCpl George Lawrence Hahner Jr	Sep 1, 1967
Cpl William Francis Halpin	Oct 18, 1966
Spec 4 Charles Raymond Hamilton	Nov 25, 1970
Pfc David A Hammett	Apr 11, 1966
Pfc Raymond Conrad Hanik	Jul 18, 1968
Cpl Jerome M Hanrahan Jr	Apr 30, 1967
Spec 5 Donald Charles Hansen Jr	Oct 14, 1967
LCpl Glenn Alvin Harris	Feb 21, 1967
Sgt Harvey Harris Jr	Jan 27, 1968
Pfc Jesse Lee Harris	Jul 17, 1967
Capt Michael Paul Harris	Mar 23, 1968
LCpl Celister Harrison Jr	Apr 6, 1967
SN Theodore Harrison Jr	Nov 11, 1968
CWO Clifford Robert Harry	Oct 22, 1965
Pfc Robert William Hart	Aug 17, 1970
Sgt Joseph Michael Hartl	May 22, 1970
Spec 4 Carmel Bernon Harvey Jr	Jun 21, 1967
Pfc Raymond Harvey	Aug 16, 1967
WO William Phillip Harwood	Sep 8, 1968
Pfc Jerome Gerald Hatter	Oct 29, 1969
1st Lt John Charles Hauschildt	Oct 5, 1965
Pfc William Allen Hayes	Jun 6, 1968
Pfc William Van Hearn	Jul 30, 1967
LCpl Robert Allen Hecimovich	Jan 7, 1967
Pfc Daniel Joseph Heffernan	Apr 24, 1967
Spec 4 Norman Anthony Heft	Aug 23, 1966
MSGT Thomas Edward Heideman	Oct 24, 1970
Cpl Michael Heinrich	May 18, 1970
Pfc Jack Henderson Jr	May 16, 1968
Sgt Jonathan Henderson	May 12, 1968
Pfc Ephriam Henry Jr	Dec 3, 1966
Pfc Gwyn Thaxton Henson	Sep 1, 1968
Spec 4 John Joseph Hermanowicz	May 7, 1967
LCpl Ronald Lee Hetland	Jan 8, 1968
Pfc Steven Lance Hiensman	Jun 27, 1970
Pfc Richard Peter Hilgart	May 19, 1967
Sgt Robert Wilson Hill	Mar 14, 1967
LCpl Donald Ray Hilliard	Aug 15, 1970
Pfc James Roosevelt Hines	Nov 17, 1965

Spec 4 James Melvin Hinkle	Oct 21, 1967
2nd Lt Marshall Raymond Hirsch	Feb 21, 1968
Cpl Glenn John Hlavacek	Apr 9, 1967
Pfc Charles John Hoban III	Aug 22, 1967
Pfc Charles Edward Hodge	Mar 8, 1968
LCpl Edwin Earl Hoffman	Apr 28, 1969
Sgt Earl Frederick Hofmann	Feb 18, 1970
Pfc John Wesley Hogan	Mar 8, 1968
Pfc Robert Frank Hojnacki	Sep 22, 1971
Pfc Charles Allen Holbrook	Sep 30, 1968
Spec 4 Morris Eliot Holoman	Aug 4, 1968
Spec 4 Gary Lee Holian	Aug 12, 1971
Spec 4 Bernard Holliday	Jul 1, 1968
Spec 4 Robert Lee Hollie Jr	Jul 6, 1968
Spec 4 Cletuh Holloman Jr	May 6, 1968
Pfc Michael James Holloway	Aug 13, 1969
Spec 6 Robert Thomas Holmes	Sep 13, 1969
PSgt Johnny Joe Hon	May 14, 1968
Sgt Sandy Lee Hooker	Dec 25, 1968
Cpl Raymond Leon Horn	May 1, 1965
LCpl Bennie Lee Houston	Apr 8, 1967
Cpl Roger Hayden Howes	Mar 8, 1969
1st Lt Bruce Norman Huff	May 6, 1968
LCpl Charles Frank Huff	Jun 3, 1968
WO Donald Neale Hugo	Jul 29, 1967
SSgt David Hunter	Jan 25, 1966
Pfc Robert Lee Hurst	Nov 4, 1965
Spec 4 Martin Sam Huska	May 1, 1970
LCDR Roger Burns Innes	Dec 27, 1967
Cpl Jesse W Ivy Jr	Feb 16, 1967
Sgt Archie Hubert Iyua Jr	Mar 11, 1969
Pfc Michael James Jablonski	Jun 27, 1969
Pfc Leonard Jackson Jr	Feb 8, 1968
LCpl Tyrone Jackson	Sep 27, 1968
Spec 4 Willie Lee James	Feb 26, 1968
HN Arnold Janssen	Dec 22, 1968
Pfc James Michael Jarolimek	Mar 9, 1966
Cpl Jimmie Lee Jefferson	Jul 24, 1968
Sfc William Clarence Jennings	May 21, 1971
Sgt Ronald John Jensen	Nov 10, 1968
Capt Arthur C Jepson Jr	May 16, 1965
Spec 5 Darold Jeters	Dec 18, 1970
SSgt Carroll Marshall Johnson	Oct 1, 1967
Pfc Charles Edward Johnson	May 28, 1967

Spec 4 Frank Johnson Jr	Dec 4, 1966
Pvt James Albert Johnson	Jul 18, 1971
Spec 4 Jerry Allen Johnson	May 11, 1971
Spec 4 John Andres Johnson	May 6, 1968
Pfc Lawrence Johnson	Mar 2, 1968
Pfc Oliver Johnson	Jun 11, 1966
Pfc Clarence Jones Jr	May 31, 1969
Pvt Jimmy Jay Jones	May 19, 1968
Spec 4 Milton Joseph Jones	Jul 9, 1970
Pfc William Jones Jr	Mar 3, 1966
Sgt Ronald Bryniel Jonsson	Mar 4, 1968
Capt Howard Leo Joselane	Feb 8, 1968
AN Thomas Michael Kane	Jul 29, 1967
Cpl Walter Karas	Jul 19, 1969
Spec 4 Leszek Stanley Karsznia	Aug 14, 1970
Pfc Gregory Joseph Kasper	Sep 25, 1967
Spec 4 Daniel F Kaszubowski	Apr 18, 1970
1st Lt John Kaugars	May 24, 1970
Pfc Robert Thomas Keag	Dec 7, 1968
LCpl Patrick Brendan Keane	Feb 26, 1967
Cpl Albert Arthur Kedroski Jr	Sep 21, 1967
Pfc Arthur R Keeling	Dec 14, 1967
Cpl Charles Henry Kefer Jr	May 1, 1970
Cpl William Ludwig Kegliewitsch	Jun 15, 1967
Pvt Robert Anthony Kehoe	Aug 18, 1968
Capt Jack Elmer Keller	Jun 28, 1974
Sgt Lawrence Oswald Keller Jr	Apr 15, 1969
LCpl Allan Howard Kellermann	May 26, 1967
Spec 4 Richard Lane Kelton	Nov 16, 1970
Spec 4 Harry William Kerkstra	May 13, 1969
Pfc Lester Joseph Kersten	Nov 27, 1965
Sgt Revelry Lawrence Kerwin	Jul 10, 1967
Spec 4 Robert Lee Ketelaar	Aug 22, 1969
Sgt Raymond Joseph Kiesler	Oct 26, 1969
Spec 4 James Larry Kiestler	Jun 1, 1969
Spec 4 George Paul King	Mar 23, 1966
Pfc Delmer Langly Kinney	Jul 27, 1969
LCpl Merle Allan Kinney	May 1, 1966
Pfc Walter Kisala	Feb 13, 1966
1st Lt Anthony Edward Kisucky	Nov 30, 1967
2nd Lt Eddie Kitchen Jr	Mar 6, 1968
Pfc kMichael Roosevelt Kitchen	May 3, 1969
Pfc John Stanley Kmiec	Jan 18, 1968
Pfc Michael Allen Knechtges	Sep 23, 1969

Sgt Hiram J Knighton Jr	Aug 2, 1966
Pfc John Henry Knudsen	Dec 10, 1966
Sfc Felix Delano Knutson	Sep 4, 1969
Sgt Frank Louis Kobor	Jul 3, 1969
Pfc Jerry Joseph Kolar Jr	Jan 18, 1967
1st Lt Michael Jacob Konow	Jun 4, 1972
Pfc Edward Kopec	Aug 18, 1965
Cpl. Kenneth Joseph Kosowski	Aug 21, 1970
Sgt Michael Jerrard Kotulla	Apr 12, 1967
Spec. 4 John Martin Kovanda	Nov 29, 1967
1st Lt. Edward John Kowski Jr	Feb 6, 1965
Pfc. David Anthony Krisan	Sep 22, 1967
Pfc. George Thomas Krueger	Aug 17, 1966
Pfc. Gerald Michael Krstoszek	Apr 21, 1967
Spec. 4 Leonard Kubiak	Jul 18, 1967
SSgt. Robert William Kuhn	Feb 22, 1970
SSgt. Michael Vincent Kuropas	Apr 15, 1970
Pfc. John Thomas Kyser	Jul 18, 1966
Spec. 4 Joseph Stanley Labay	Jun 13, 1969
Pfc. Leamon Ray Ladd	Dec 14, 1966
Cpl. John William Lake	Aug 24, 1965
Cpl. Edward John Lakwa	Sep 24, 1970
Pfc. James Joseph Lane Jr	Jun 18, 1969
Cpl. David Robert Lang	Jul 25, 1968
Cpl. Humberto Lara	Dec 1, 1967
Pfc. William Royce Latimer	Apr 25, 1967
Pfc. David Joseph Latona	May 15, 1968
LCpl. Thomas Patrick Lavin	Dec 7, 1965
Pfc. James V Lawlor	Apr 25, 1967
Pfc. Edgar Cartha Laye Jr	Apr 25, 1968
Pfc. Brian Francis Le Fevre	Jul 20, 1968
Cpl. William Edward Leach	May 23, 1970
Spec. 4 Garrett Floris Lee	Nov 17, 1965
Sgt. Robert Michael Lee	Feb 23, 1969
Pfc. Stephen Michael Lee	May 13, 1967
HM3 Eugene James Lavickis	Jan 21, 1971
Pfc. Leslie Ross Lewis	Feb 25, 1968
Pfc. Ronald Eugene Lewis	Oct 4, 1966
SSgt. Sinclair Byron Lewis Jr	May 5, 1969
LCpl. Peter Joseph Liberati	Feb 19, 1967
Pfc. Ronald Edward Liberty	Mar 30, 1967
Sgt. Herbert Linder III	Sep 10, 1967
LCpl. Richard John Lis	Dec 6, 1967

Pfc. Curtis Lockhart	Jul 30, 1965
Cpl. Robert Raymond Lohenry	May 7, 1970
LCpl. James William Lohrey	Mar 20, 1967
Spec. 4 Dennis Lane Long	Nov 26, 1965
Sgt. Sammie James Long	Nov 29, 1970
Sgt. Leopoldo Ayala Lopez	May 12, 1970
Pfc. Leonardo Lopez-Vazquez	Jun 19, 1968
Cpl. Ronald Bruce Lowe	Jul 6, 1968
Spec. 4 Chalres William Lowery	Nov 6, 1969
Cpl. Joseph Alfred Lozano	Jan 6, 1970
Spec. 4 James Alex Lubas	Sep 26, 1967
2nd Lt. Andrew Patrick Luberda	Oct 17, 1967
Pfc. Howard Lewis Lucas Jr	Feb 27, 1970
Capt. Dale Allan Luster	Sep 26, 1968
Sgt. Michael P. Lyden	May 15, 1969
LCpl. Daniel Michael Lynch	Sep 6, 1969
Cpl. John Joseph Lynn Jr	Jan 9, 1967
Cpl. Richard Ray Machut	Jun 17, 1968
Capt. Thomas Andrew Madden II	Jan 26, 1970
Spec. 4 William Joseph Madsen	Dec 18, 1966
Spec. 4 David Jack Magnuson	Jul 20, 1970
Cpl. Donald Henry Majowski	Jan 22, 1970
Spec. 4 Walter B Maksymiw	Feb 10, 1968
Cpl. Robert Richard Malecki	May 13, 1969
CWO Anthony Wayne Manstis	Apr 21, 1970
Spec. 4 Pedro Marroquin Jr	Mar 19, 1967
Capt. Richard Carlton Marshall	Sep 6, 1966
Pvt. Asa Martin Jr.	Feb 2, 1969
Spec. 4 James C Martin Jr	Jun 9, 1967
Sgt. Larry Martin	Nov 11, 1967
Pvt. Ronald Lee Martin	Oct 13, 1969
Spec. 4 Peter John Martinez Jr	May 5, 1970
Spec. 4 Peter Steven Martinez	Aug 29, 1967
Cpl. Rogelio Manuel Martinez	Dec 30, 1967
Pfc. Bernard Joseph Masny	Oct 3, 1965
Pfc. Joseph Anson Mason Jr	Mar 24, 1966
Sgt. Donald Richard Mate	May 18, 1968
Pfc. Larry Dale Matheny	Mar 9, 1969
LCpl. Charles Leon Mathews	Jun 7, 1970
Pfc. Joseph Matthews	May 26, 1967
LCpl. Richard Allen Maul	Jul 16, 1968
SSgt. John Albert May	Nov 2, 1967
Pfc. Dimitrious Cortez McCall	Mar 3, 1968
LCpl. James Kevin McCann	Feb 3, 1968

SSgt Edward Joseph McCarthy	Feb 28, 1966
Spec. 4 James Milton McCormick	Oct 22, 1967
Pfc. Clarence McCraney	Jan 19, 1969
Pfc. Prezel McCullough	Nov 17, 1965
Spec. 5 Wesley McDonial	Oct 20, 1965
Pfc. Herman McGee	Feb 22, 1968
Spec. 4 Paul Joseph McGowan	Mar 19, 1967
HN James Patrick McGrath	Aug 3, 1967
LCpt. Andy McGuire Jr	Feb 28, 1966
2nd Lt. Joseph T. McKeon Jr	May 18, 1967
Pfc. Alfred Lee McNabb	Feb 2, 1968
SSgt. Edwawrd Michael McNamara	May 30, 1968
Cpt. Sylvester McNeil	Jul 6, 1967
Pfc. Kim Elmer Meads	Feb 25, 1968
1st Lt. Edward Ralph Meierotto	Mar 10, 1969
SSgt. James Avery Messick	Jan 8, 1967
Pfc. Carl Deane Metros	Sep 8, 1968
LCDR Roger Allen Meyers	Feb 9, 1969
Pvt. Stanley J. Michalowicz	Apr 14, 1968
LCpl. Raymond John Michalowski	Feb 2, 1968
Spec. 4 William John Milco	Mar 28, 1971
Pfc. Bruce Edward Miles	Dec 21, 1966
Pfc. Daniel Harold Miller	Aug 2, 1967
Spec. 4 Jimmie Miller	Aug 19, 1969
LCpl. Robert Michael Miller	Jun 6, 1967
LCpl. Thomas Leonard Miller	Jun 16, 1966
LCpl. Walter Chalres Miller	Nov 21, 1965
Cpl. John Ellis Mincey	Jul 11, 1968
Pfc. Michael Miranda	Apr 30, 1969
Pfc. Paul Andrew Miranda Jr.	Dec 6, 1967
Spec. 4 Theodore N. Misheikis Jr	Mar 26, 1966
Pfc. Christopher Mitchell	Feb 7, 1969
Spec. 4 Joseph William Mitchell	Aug 15, 1969
Pfc. Bruno J Miodzinski Jr	Jun 9, 1969
Pfc. Gregory James Monroe	Mar 6, 1966
Pfc. James Howard Monroe	Feb 16, 1967
Pfc. Miguel Alejandro Montes	Apr 18, 1971
Cpl. Eddie Montgomery Jr	May 19, 1969
Pfc. Donald Eugene Moore	Sep 9, 1969
LCpl. Harry Truman Moore	May 31, 1968
Pfc. Lee Elmer Moore Jr	Jan 2, 1969
Pfc. Maurice Moore	Mar 26, 1968
Lt.j.g. Daniel Hagan Moran Jr	Jan 15, 1967
Pfc. Victor Aurelliano Moreno	Feb 14, 1970

Pfc. George Allen Morgan	Feb 24, 1965
Spec. 4 Kenneth Dwight Morgan	Apr 26, 1966
Pvt. Winston Morris	Feb 23, 1966
Pfc. Edward Morrison Jr	Dec 24, 1969
Spec. 4 Dennis W Mourgelas	Jun 6, 1968
Cpl. Dale Michael Mozdzen	Mar 10, 1971
Cpl. John Rocco Mucci	Nov 21, 1970
Pfc. Warren Francis Muhr	Feb 26, 1967
Pvt. Stnaley Murdock	Feb 1, 1968
Cpl. Willie James Murry	Apr 26, 1969
HM3 George Lester Myers Jr	Jun 28, 1968
Pfc. Anton Caesar Myles	May 28, 1970
Pfc. Charles Thomas Nance	Aug 6, 1968
Pfc. Robert Dennis Nawrocki	Jan 24, 1968
Cpl. Jonathon Neal	Apr 10, 1968
Sgt. Nelson Denfield Neal	Sep 11, 1967
Pfc. Anthony John Nemeth	May 7, 1968
Pfc. William George Newbould	Mar 17, 1971
Spec. 4 Bobby Joe Newman	Mar 24, 1969
Lt. Col. Frank Chalres Newman	Feb 24, 1970
LCpl. Dean Oliver Newsome	Aug 19, 1968
Spec. 4 Peter Joseph Nicolini	May 16, 1967
Pfc. Peter Peter Richard Niemczuk	May 21, 1966
1st Lt. Casimir Niespodziany	Feb 3, 1967
LCpl. George Edward Norbut	Sep 2, 1967
Cpl. Henry Norfleet Jr	Mar 3, 1968
LCpl. William Allen Nosek	Aug 4, 1967
Cpl. Walter John Nowakowski	Oct 25, 1967
Pfc. John Francis O'Connor	Sep 3, 1966
CN Robert Anthony O'Connor	Aug 12, 1969
Pfc. William James O'Connor Jr	May 12, 1968
Lt. Col. Thomas Francis O'Dea Jr .	Dec 25, 1968
Pfc. Edward Thomas O'Donovan	May 25, 1969
Spec. 4 Lawrence W. O'Meara	Mar 28, 1968
Pfc. Timothy Bourke O'Reilly	May 12, 1969
Pfc. Victor Ocasio Jr	Jan 8, 1969
Pfc. Milton Lee Olive III	Oct 22, 1965
Cpl. Fred Oliver Jr	Apr 27, 1968
SSgt. William James Olson	May 13, 1970
Sgt. Raymond Ordonez	Jun 29, 1968
Capt. Joseph M Orlowski	Apr 8, 1969
Pfc. Kenneth Benedict Orszulak	May 7, 1968
SSgt. John Ortiz	Jan 17, 1968
Pfc. John Manuel Ortiz	Nov 20, 1967

Spec. 4 Manuel Galvan Ortiz	Sep 13, 1968
Pfc. Joseph Osborne Jr	Feb 7, 1968
2nd Lt. William Fredrick Otto	May 11, 1966
Pfc. Doyle Wayne Overton	Jun 14, 1968
2nd Lt. William Lee Owen Jr	Apr 11, 1969
Spec. 4 Thomas Padilla	Mar 26, 1970
Cpl. Joseph Flavio Paez	Apr 11, 1969
Sgt. Edwin Perez Pagan	Jun 21, 1969
Pvt. Ronnie Page	Sep 6, 1969
Spec. 4 Thelbert G Page	Nov 20, 1967
1st Lt. Dennis Earl Painter	Apr 19, 1968
Cpl. Richard Wayne Palcowski	Aug 27, 1970
Pfc. James Andres Palenik Jr	Apr 10, 1968
LCpl. Leroy Palmer Jr	May 25, 1968
Pvt. Loren Lee Pampei	Feb 6, 1968
Lt. Col. Robert Joseph Panek Sr	Jul 6, 1978
Spec. 4 Frank Albert Pape	Feb 1, 1968
Sgt. Richard Walter Paquette	May 4, 1970
Sfc. Vincent Bertram Parkhurst	Feb 20, 1968
Pfc. Jerome Parris Jr	May 17, 1968
Sfc. Herbert Joseph Parzynski	Oct 30, 1968
Capt. Frank Mario Pascarella	Jul 28, 1970
Spec. 4 Les Howard Paschall	Dec 21, 1967
Cpl. Anthony Patrizi	Mar 6, 1968
Pfc. Cleveland Patterson	Jul 11, 1967
Spec. 4 Dale Russell Pavey	Jun 20, 1969
1st Lt. Dennis Sigmund Pazdan	Jun 17, 1967
Pfc. Jerome John Pedicone	May 16, 1968
Cpl. Albert Lee Peggs	Dec 4, 1968
LCpl. Roger Pelikan	Jul 17, 1965
Capt. Charles Varence Penn	Nov 29, 1969
Spec. 4 Richard Steve Pennamon	Apr 19, 1968
Pfc. Harold Eugene Penson	Mar 29, 1968
Pfc. Harold Douglas Peppers	May 18, 1968
Spec. 4 Raul Victor Perez	Mar 20, 1969
Cpl. Victor Perez Jr	Oct 1, 1968
Cpl. Charlie Perkins Jr.	Aug 19, 1968
Cpl. Kenneth Edward Perry	Jan 3, 1970
Cpl. Kenneth Merle Perry	Feb 5, 1970
Pfc. Donald Roger Petersen Jr.	Sep 10, 1967

Spec. 5 Donald Carl Peterson	Nov 17, 1965
Sgt. Howard Mathis Peterson	May 19, 1969
Spec. 4 Kestulis A. Petrauskas	Sep 11, 1968
Pfc. Charles Stanley Petterson	Oct 28, 1968
Pfc. Willie Petty Jr	Jan 2, 1968
Capt. Wesley Robert Phenegar Jr	Aug 13, 1967
Spec 4 Aquilla Anthony Phillips	Feb 8, 1968
Pfc. Ernest Phillips	Jul 27, 1967
Cpl. Roy Leo Phillips	Feb 2, 1968
Pfc. Tommie Phillips	Dec 2, 1967
Pfc. Edward Joseph Piantkowski	Nov 13, 1966
Pfc. John Michael Plasescki	Nov 29, 1969
Cpl. Joseph Charles Pickett Jr	May 2, 1968
Pfc. Malcolm Jerome Pickett	Mar 25, 1970
Pfc. Calvin Bob Pierce	Aug 25, 1968
Spec. 4 Leo Pierce	Jun 12, 1969
Pfc. Joseph John Pinto	Aug 26, 1969
Cpl. Benjamin Frederick Pitts	Jan 31, 1968
Cpl. Paul George Piaczek	Aug 10, 1969
Spec. 4 Steve Pohankcek	Dec 24, 1970
Pfc. James Robert Pollard Jr	Mar 14, 1969
Cpl. Patrick Edward Poppenga	Jun 5, 1969
Pfc. Alvin Lee Pounds	Apr 17, 1968
Spec. 4 Morris Powell	Jul 4, 1968
Spec. 4 Robert Powell	Jun 25, 1968
Pfc. Paul Michael Presser	Sep 17, 1968
Pfc. James Leslie Pridemore	May 29, 1968
Sgt. Anthony Alphonse Proietti	Apr 15, 1969
Cpl. Claude Douglas Protz	May 9, 1968
Spec. 4 Robert Lee Provenzano	Jan 18, 1967
Spec. 4 Paul Stanley Prusko	Jan 22, 1966
Cpl. Leslie Puzyrewski	Dec 10, 1965
SSgt. John William Pyle	Feb 14, 1968
Pvt. Earl Quinnon Quarterman	Feb 9, 1967
Cpl. Cullen Wood Quin	Feb 16, 1968
Pfc. Patrick Thomas Quinn	Jul 19, 1966
Pfc. Joseph Albert Quiroz	Jan 29, 1966
Cpl. Lionel Thomas Rachal	Jun 9, 1969
Spec. 4 Hans Anthony Rajcevac	Jul 12, 1970
QM3 Ronald Edward Rakunas	Mar 21, 1968
Pfc. Samuel Ramos	May 21, 1969
Pfc. Samuel Kaye Rankins	Aug 28, 1970
HM2 John Walter Rapey	Mar 16, 1967
Cpl. Robert Michael Rasmussen	Apr 8, 1969
Pfc. Phillip Kenneth Rea	Nov 6, 1965
Pfc. Donald Merle Redmond	Aug 10, 1968
HM3 Duane Francis Redtke	May 7, 1968
Pvt. Edward Roger Reed	Jul 11, 1967
Pfc. Jesse Rice	Jan 16, 1967
Pfc. Lemond Richardson	Mar 12, 1969
Pvt. Ossie Richardson	Mar 6, 1970
Pfc. Harry Lee Riley, Jr.	May 16, 1968
Pfc. Gerado Pedro Rios	Aug 12, 1969
Pfc. John Arthur Rives, Jr.	Jan 8, 1969
Pfc. Joseph Ray Roberts	Jan 17, 1966

Pfc. Jimmy Karon Robertson	Feb 3, 1968
Pfc. Robert Edward Robinson	Sep 27, 1966
Cpl. Walter Robinson	Feb 21, 1968
Spec. 4 Richard John Rochacz	Feb 21, 1969
Pfc. Cesar Rodrigo Rodriguez	Feb 10, 1969
Pfc. Dennis James Rodriguez	Oct 5, 1969
Pfc. Joseph Rodriguez	Apr 16, 1968
Spec. 4 Edwrd Joseph Rog, Jr.	Apr 13, 1971
Pfc. Willis Rogers, Jr.	Jul 3, 1969
Pfc. Andrew Joseph Rogus, Jr.	Jun 30, 1970
Pfc. Frederick Leo Rohan	May 16, 1968
Sgt. Roosevelt Snow Rome	Jan 27, 1966
Sgt. Charles Kenneth Ronzani	Jul 13, 1968
Pfc. Daniel Frank Rosanova	Apr 23, 1969
2nd Lt. Robert Rogers Roush	Jun 14, 1967
LCpl. Edward Charles Rozanski	Sep 4, 1967
Spec. 4 Gary Carl Ruhloff	Jan 3, 1967
LCpl. Carl Eric Russell	Feb 1, 1967
LCpl. Larry Gene Russell	Apr 17, 1968
SSgt. Raymond Adam Rycko	Mar 23, 1967
Capt. James Donald Sala	Dec 7, 1965
Pfc. Edward Salones, Jr.	Dec 21, 1968
Pfc. William Raymond Sanders	Feb 23, 1967
Spec. 4 Hector Montalvo Sandoval	Aug 26, 1970
LCpl. Donald Frank Sansone	Nov 6, 1967
Sgt. Luis Adrian Santellano	Apr 30, 1970
Spec. 4. Vinicio Fredek Santucci	Sep 11, 1968
Spec. 4 Clarence L. Saulsberry, Jr.	May 10, 1972
LCpl. Darryl Eldridge Saunders	Jul 6, 1967
Sgt. William D. Schaddelee	Feb 1, 1967
Spec. 4 Terry Lee Schell	Apr 1, 1970
Cpl. Gerald Anthony Schiro	Mar 30, 1968
Pfc. Jerry E. Schmeltz	Dec 27, 1966
1st Lt. Alfred M. Schroder, Jr.	Sep 18, 1968
Cpl. James Chester Schultz	Sep 19, 1968
Pfc. Martin Peter Schwartz	Dec 22, 1967
Pfc. Francis Anthony Schwarz	Aug 14, 1968
Pvt. Victor John Schweig	May 17, 1968
SSgt. Richard Joseph Schwichow	Mar 29, 1969
Pfc. Martin Frank Schwick, Jr.	Sep 21, 1965
Sgt. Dorty Hinchman Scott, Jr.	Feb 1, 1968
Pfc. Patrick Frank Scudiero	Dec 2, 1966
1st Lt. Patrick R. Scully, Jr.	Jul 17, 1968
Capt. Michael Anthony Seagroves	Jun 22, 1969
Spec. 4 Robert Lee Seargent	Jun 16, 1970
Sgt. James Sefrhans	Feb 6, 1968
Spec. 4 Mitchell Francis Sek	Feb 27, 1968
Spec. 4 Frederick William Seput	Mar 21, 1967
SN William Charles Sheldon	May 5, 1968
Pvt. Delmar Sbelley	Nov 14, 1968
Cpl. Raymond Andrew Shepard	Aug 3, 1966
Pvt. Anthony George Shepler, Jr.	Feb 15, 1966
SSgt. Thomas Michael Shroba	Oct 4, 1969
Spec. 4 James Chris Shukas	Apr 12, 1970

Pfc. Ralph Sibley	Mar 26, 1968
Capt. James Garland Siddons	Feb 12, 1971
Pfc. Edward Michael Sieben	Aug 2, 1966
LCpl. Raymond Martin Sieger	May 25, 1967
Pfc. Robert John Simmermon	May 12, 1966
Cpl. Randall Robert Simmons	Apr 15, 1970
Sgt. Gregory John Sintic	Jan 28, 1968
Sgt. Ronald Wayne Sipka	Jun 10, 1970
Pfc. Paul Sirianni, Jr.	Oct 31, 1970
Pfc. Michael Angelo Sirousa	Feb 12, 1970
LCpl. Phillip Craig Skinner	May 3, 1967
Cpl. Peter Walter Slabinger	Aug 12, 1968
Pfc. William L. Slane	Sep 8, 1967
Pfc. Joseph Dennis Slawek, Jr.	Apr 4, 1969
Spec. 4 Albert Edward Smith, Jr.	Mar 21, 1969
Spec. 4 Curtis Smith	May 25, 1970
Pfc. John Curtis Smith, Jr.	May 28, 1968
Pvt. Luke Andrew Smith, Jr.	May 26, 1968
Pfc. Marvin Gene Smith	Apr 10, 1967
Pfc. Robert Lee Smith	Dec 30, 1969
Pfc. Jerome Smith	Dec 10, 1967
Pfc. Thomas Joseph Smoczynski	Spe 24, 1968
Maj. Robert Lee Snyder	May 10, 1967
Spec. 4 Terry Lee Snyder	Sep 30, 1966
Pfc. Pete William Sobacki	Sep 10, 1968
1st Lt. Richard John Solczyk	Dec 27, 1967
SSgt. Norman William Soltow	Nov 17, 1965
Sgt. Joseph Martinez Soto	Nov 4, 1970
Spec. 4 Ervin Spain	Nov 20, 1967
Spec. 4 Michael John Spear	Feb 8 1969
Pfc. William T. Spearman III	Mar 9 1969
Pvt. Johnnie Spencer Jr	Feb 21 1967
Spec. 4 Wendall Spencer	Feb 3 1967
Pfc. Anthony Lawrence Spino	Oct 31 1968
Pfc. John Scott Spohn	Mar 31 1970
Pfc. Timothy Michael Springer	Jul 30 1970
Pfc. Jerry Wayne Sprouse	Jan 15 1967
Spec. 5 Earl Michael Stanford	Nov 25 1969
HN Jerome Steven Starcks	Jul 6 1968
Spec. 4 Gordon William Stark	Feb 6 1967
LCpl. Harry John Stateczny Jr	Jul 3 1966
Sgt. Terrence Edward Staudohar	Feb 6 1968
Pfc. Frank Louis Stec	Feb 11 1968
Spec. 4 Alley Oakley Stephens	Mar 23 1969
Pvt. Allyn Troy Stevens	Jun 21 1969
LCpl. Marvin Owens Stevens	Jul 5 1967
Spec. 5 Melvin L. Stevenson	Sep 16 1972
LCpl. George Curtis Stewart	Feb 2 1967
Pfc. Wayne Douglas Stigen	May 12 1969
Pvt. Thomas Alvin Strande	Jul 3 1968
LCpl. Peter Stephen Strategos	Dec 8 1968

Pfc. Larry A. Strom	Dec 26 1966
Sgt. Glenn Charles Stromback	Aug 25 1968
Pfc. Gerald Edward Stubstad	Jul 15 1966
Sgt. Thomas Emerson Sullivan	Jun 22 1966
Cpl. John Paul Superczynski Jr	Aug 23 1968
Pfc. Nels William Swanson	Dec 19 1965
HN Patrick John Sweeney	Jul 18 1967
Maj. Robert Michael Sweeney	Dec 31 1965
Sfc. Rudolph Swoope	Feb 27 1969
SSgt. Derri Sykes	Jan 9 1968
Pfc. Hamp Jurome Sykes Jr	Apr 3 1966
Sgt. James Walter Szczupaj	Oct 10 1968
WO Ralph Dulane Tadevic	Oct 28 1969
Spec. 4 Isaac Taggart	Sep 18 1968
Cpl. William Dwight Tammen	Jul 3 1966
Spec. 4 George Lubomyr Tataryn	Dec 24 1968
1st Lt. Todd Tate III	Dec 4 1967
Spec. 4 Herbert Arthur Tatum	Mar 18 1969
Pfc. Daniel Morris Taylor	Mar 22 1967
Sgt. Leslie Jon Tegtmeier	Aug 8 1968
Spec. 4 Thomas Roy Tennis	Jan 26 1970
Pfc. Eddie Gean Terrell	May 4 1970
PSgt. James Lawrence Thomas	May 30 1969
Spec. 4 Marshall Floyd Thomas	Oct 10 1969
Pfc. Reginald Michael Thomas	Dec 17 1966
Spec. 4 Robert Ervin Thomas Jr	Oct 2 1971
SSgt. Walter Reed Thomas	Feb 27 1967
Pfc. Thelbert K. Thompson Jr	Apr 19 1966
2nd Lt. Richard Toepritz	Apr 5 1967
HN Zbigniew John Tomaszewski	May 21 1968
2nd Lt. Harvey Joseph Tompkins	Mar 26 1968
Spec. 4 Angelo Torres	Apr 1 1967
Cpl. Dennis Steven Totcoff	May 2 1968
Spec. 4 Leon Trecinski	Oct 9 1969
Maj. James Ronald Tremayne	Apr 17 1967
SSgt. Leslie Roland Trent	Dec 3 1969
Pfc. Rudolph Robert Trevino	May 31 1969
Pfc. Jerry Allen Trezek	Sep 9 1968
Pfc. Patrick John Trodden	Apr 7 1967
Sfc. Clement Joseph Troianello	Jul 26 1970
SSgt. Leonard James Trumblay	Apr 6 1971
SSgt. Valentine Tucker	Jul 22 1966
Spec. 4 Arthur John Turkstra	Feb 29 1968

WO Richard Lynn Turley	Apr 26 1969
Pfc. Kenneth Leon Turner	Sep 24 1967
Pfc. Thomas George Turner	Jul 5 1968
WO Norman Michael Turone	Jun 5 1968
Spec. 4 Edward Urbaniak	Nov 11 1967
Pfc. Alfred Urdiales Jr	Feb 7 1968
Pfc. Charles A. Urdiales Jr	May 13 1968
Spec. 4 Anthony J. Vaickus Jr	Oct 17 1967
Cpl. George Jefferson Vangundy	Apr 19 1971
Cpl. John William vasilopulos	Dec 16 1967
Sgt. Howard Gregory Vaughn	Feb 3 1968
Cpl. Jimmy Lee Vaultz	Nov 11 1969
Spec. 4 Philip John Vevera	Aug 23 1969
Pfc. John Joseph Victory	Apr 28 1966
Spec. 4 Michael Viehweg	Nov 1 1967
Spec. 4 Allen Rudolph Vilkas	Aug 7 1967
LCpl. William James Vlasak Jr	May 2 1967
Spec. 4 Donald Francis Vogel	May 15 1968
LCpl. James Joseph Votava Jr	Aug 24 1965
Col. John Walter Voyles	Aug 19 1969
LCpl. Michael Allen Wade	Mar 30 1971
Spec. 4 Jeffrey Burton Wagman	Aug 14 1966
Pvt. Robert James Wagner	Aug 19 1969
LCpl. Philip John Wajda	Sep 19 1968
LCpl. Charles Waljeski	Sep 10 1967
Pfc. Aaron Walker	Dec 16 1969
Pfc. Barry Ronald Walker	Jun 17 1966
Cpl. Julius Lemuel Walker Jr	May 2 1968
Pfc. M. B. Walker Jr	Feb 24 1968
Pfc. Richard Walker Jr	Nov 19 1967
Spec. 4 Caspar Marvin Walsh III	Nov 8 1966
Cpl. William Thomas Walsh Jr	Jun 14 1971
Pvt. Joseph Herbert Walton	Aug 20 1966
Pfc. Robert John Waltrich	Mar 30 1967
Spec. 4 William Ward	May 22 1969
Pfc. Gerald Walter Warzecha	Jun 17 1966
SSgt. Anthony Felix Washington	Nov 21 1968
Spec. 4 James Ervin Washington	May 12 1967
Pfc. Leonard B. Washington Jr	Nov 18 1967
Pfc. Maurice Joel Washington	Mar 26 1969
Pfc. Michael Jeffery Waterloo	Jun 24 1969
Pvt. Melvin Lester Waters	Feb 10 1965
Pfc. Michael Waters	Jun 16 1966

Pvt. Larry Lance Watkins	May 4 1970
Sgt. Sullivan Wall Watson	Apr 20 1969
Spec. 4 Norvell Johnathan Webb	Jul 12 1968
Pfc. Charles George Wehrheim	Aug 26 1970
LCpl. William Patrick Weimer	Feb 9 1969
Pfc. Donald Edward Weitz	Mar 14 1968
Pfc. Jack Allen Welch	Aug 8 1968
Spec. 4 Kenneth Wayne Wells	Mar 5 1967
Spec. 4 James F. Wendolowski	Dec 21 1966
Spec. 4 James Wheeler	Mar 1 1967
LCpl. James Leo White	Aug 19 1965
Pfc. Owen White Jr	Sep 11 1968
Pfc. Robert Lee White	Oct 13 1967
Sgt. Stephen O'Meara White	Dec 30 1968
Pvt. Blake Dominic Whitney	Feb 9 1971
Pvt. John William Widdows	Aug 26 1970
Pvt. Harold Wilberton Jr	Jan 2 1969
Pfc. Walter Albert Wilks	May 19 1967
Spec. 4 Dieter Eric Willert	Jun 18 1969
Spec. 5 Aubrey Williams	May 16 1970
Pfc. Earnest Williams	Nov 28 1970
Pfc. Louis Williams	Apr 15 1968
LCpl. Nathaniel Williams Jr	Mar 7 1968
Spec. 4 Paul Edward Williams	Jul 31 1967
LCpl. Ralph Maurice Williams	Apr 2 1966
Sgt. Raymond Charles Williams	Sep 8 1968
Spec. 4 Theodore Alford Williams	Feb 17 1970
LCpl. Preston T. Willingham Jr	Jul 9 1970
Sgt. James Harold Wilson	Mar 31 1969
LCpl. Michael Wilson	Feb 2 1968
Pfc. Robert Lee Wilson	Feb 20 1970
Spec. 5 James Joseph Winson	Aug 21 1971
Pfc. Dennis Eugene Wisniewski	Mar 1 1969
Pfc. Thomas Leo Wisniowicz	Jul 18 1969
Sgt. Edward Joseph Witek	Jan 18 1970
Pfc. William Frank Witek	Feb 1 1968
Cpl. Michael John Woehrl	May 6 1969
Pfc. Lawrence Adam Wojcik	Oct 14 1967
Spec. 4 Joel David Wolfe	Nov 27 1968
LCpl. Cordell Emanuel Woods	Feb 16 1968
Cpl. Earl Woods	May 11 1968
Pfc. Barry Milton Wopinski	Feb 25 1968
Cpl. Willie Alfred Wright	Nov 6 1967

HN Emil John Wurtz	Feb 22 1968
Pfc. Robert Lee Wynn	Nov 28 1971
Pvt. Larry B. Wynne	Feb 19 1967
Pfc. Michael Jerome Yarber	Aug 15 1967
Pfc. David Ybarra	Feb 28 1969
Pfc. George Kent Yocum	Mar 3 1967
Maj. Kenneth Joseph Yonan	Aug 15 1979
CWO Raymond Albert Young	Jul 19 1968
1st Lt. Earl Henry Zaehler	Oct 27 1968
Cpl. John Joseph Zagata	Jul 23 1970
Pfc. George Allen Zelinko	Sep 2 1965
LCpl. Ronald John Ziemann	May 5 1968
Maj. Robert John Zukowski	Jan 15 1979

(Continued from page 16014)

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

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

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

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

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

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

SECTION 7. Any and all ordinances in conflict with this ordinance are to that extent hereby repealed.

SECTION 8. This ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH MIDWEST AUTO
PARTS, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement in the amount of \$250,000 to Midwest Auto Parts, Incorporated for expanding business operations at various locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago through the Federal Community Development Block Grant Program, a grant in the amount of \$1,500,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Midwest Auto Parts, Inc., an Illinois corporation has made application to the Department of Economic Development to borrow \$150,000 for the purposes of purchasing machinery and equipment, rehabilitation of buildings, and for working capital which will result, among other things, in the creation of an estimated 37 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The State of Illinois has made available to the City of Chicago, through the Federal Community Services Block Grant Program in the amount of \$694,674 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Midwest Auto Parts, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$100,000 for purposes of purchasing machinery and equipment and for working capital, which will result in, among other things, in the creation of an estimated 37 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Midwest Auto Parts, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, Loan and Security Agreements with Midwest Auto Parts, Inc., pursuant to which the City will loan \$250,000 to Midwest Auto Parts, Inc. to assist Midwest Auto Parts, Inc. to expand its operations, said Loan and Security Agreements to be substantially in the form hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreements.

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

Exhibit A attached to this ordinance reads as follows:

Exhibit A

Security and Loan Agreement.

This Agreement is entered into and executed as of this day of , 19 , by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois and Midwest Auto Parts, Inc., an Illinois corporation with principal offices at 4712 West Chicago Avenue, Chicago, Illinois ("Borrower").

Recitals:

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

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

Whereas, DED has funds available to it (by the State of Illinois) in the amount of (\$656,000); and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 ("Loan") for the purpose of business expansion;

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. Definitions.

2.01 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

2.02 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

2.03 "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired in which Borrower has granted Lender a security interest as set forth in Section 4 of this Agreement as security for the Loan.

2.04 "Financials" shall mean those financial statements provided to DED at the time of application for the Loan and financial statements hereinafter provided to DED pursuant to the terms of this Agreement.

2.05 "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (other than Lender), heretofore, now and/or from time to time hereafter owed, whether under written or oral agreement, operation of law, or otherwise.

2.06 "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

2.07 "Property" shall mean that certain real estate located at 4712, 4715, and 3139 West Chicago Avenue, and 1217 West Wilson, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08 "Project" shall mean all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09 "Senior Lender" shall mean Citizens National Bank.

Section 3. Loan.

The Loan shall be made upon the following terms and conditions:

3.01 The principal sum of the Loan shall be \$100,000.

3.02 The term of the Loan shall be 7 years.

3.03 The rate of interest charged on the Loan, per annum, shall be [3%] principal balance outstanding from time to time.

3.04 Repayment of the Loan shall be in equal monthly installments of principal (plus interest thereon as adjusted from time to time pursuant to Paragraph 3.03 above. Payments shall be made on or before the day of the month commencing on the day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower) (together with interest thereon at the rate set forth in Paragraph 3.03 above).

3.05 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes as follows: inventory and working capital and only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to:

4.01 The Property.

4.02 Inventory.

4.03 Goods (other than inventory) equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.04 Borrower at its sole costs and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefore so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or

times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.05 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such other locations as Lender may demand to perfect its security interest in the Collateral.

4.06 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the Loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$700,000.

4.07 Borrower agrees that Allen Rifkin and Rosalyn Rifkin shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:

5.01 Duly executed First Source Agreement with Lender in substantially the form attached hereto as Exhibit A.

5.02 Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

5.03 Borrower shall have furnished to City, duly executed financial statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of deeds, respectively.

5.04 Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners of users of such properties in similar businesses. Said policy or policies shall be duly endorsed identifying the City as a loss payee, as its interest appear.

5.05 Personal Guarantee of repayment of the Loan.

5.06 Consent of Senior Lender to DED's Loan and Borrower's grant of security interest as security therefore.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

6.01 All representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

6.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, (an Illinois corporation) duly organized and existing and in good standing under the laws of the state of its (incorporation) as represented at the beginning of this Agreement, (and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's (Articles of Incorporation or By-laws), or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a (second) secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.03.

6.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the

Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

6.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon request by DED, Borrower shall submit to DED no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

6.07 Borrower shall immediately notify Lender of any and all events or actions which may materially affect Borrower's abilities to carry on its operations or perform all its obligations under this Agreement or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower so long as any of Borrower's Liabilities remain unsatisfied.

Section 7. Maintaining Records/Right To Inspect.

7.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or the (State of Illinois ("State")) necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and (State).

7.02 Any duly authorized representative of the Lender or (State) shall, at all reasonable times, have access to all portions of the Project.

7.03 The rights of access and inspection provided in this Section 6 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 8. Jobs.

8.01 Borrower shall use its best efforts to maintain approximately 36 present full-time jobs; and shall use its best efforts to create approximately 37 new, permanent jobs within 12 months after execution of this Agreement.

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

8.03 As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:

(a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Agreement, it shall accrue credit for interest paid from initial disbursement date of the Loan through the end of the calendar year in which the aforesaid employment level is met.

(b) For each calendar year up to 6 years after achieving its employment levels. Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

(c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into 12 equal amounts and deducting said amounts from each of the final 12 payments of the City Loan term as due and owing.

(d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Agreement, any accrued shall be a set off of the Loan payoff amount, and any accrued credit remaining after such setoff shall be paid to Borrower within 60 days after the date the Loan is prepaid.

(e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any

of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (d) of this Section 9, continuing for a period of sixty (60) days after notice thereof to Borrower; or (e) any default to the Senior Lender which would permit Senior Lender, after the expiration of any applicable cure period thereunder, to accelerate its loans.

Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's Liabilities remain unsatisfied.

Section 11. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

Lender's delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights hereunder, shall not operate as a waiver of such rights or limit them in any way so long as an Event of Default shall be continuing.

Section 12. Prepayment.

This loan may be prepaid at anytime without premium or penalty.

Section 13. Equal Employment.

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

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

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

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

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 16. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower, its successors or assigns in the event of any default or breach by Lender under this Agreement.

Section 17. Non-Assignability.

17.01 Borrower may not sell, assign or transfer this Agreement.

17.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 18. Additional Provisions.

18.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

18.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States Mails, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

If to Lender:	Department of Economic Development of the City of Chicago Room 2800 20 North Clark Street Chicago, Illinois 60602 Attention: Commissioner

If to Borrower:	Midwest Auto Parts, Inc. 4712 West Chicago Avenue Chicago, Illinois 60651 Attention: Mr. Allen Rifkin

With copies to:	Corporation Counsel of the City of Chicago Room 511 -- City Hall 121 North LaSalle Street Chicago, Illinois 60602

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

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

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

In Witness Whereof, Lender and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

Security and Loan Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois and Midwest Auto Parts, Inc., an Illinois corporation, with principal offices at 4712 West Chicago Avenue, Chicago, Illinois ("Borrower").

Recitals:

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

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

Whereas, DED has funds available to it (through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development) in the amount of (\$1,500,000); and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$150,000 ("Loan") for the purpose of business expansion.

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. Definitions.

2.01. "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

2.02. "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

2.03. "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired in which Borrower has granted Lender a security interest as set forth in Section 4 of this Agreement as security for the Loan.

2.04. "Financials" shall mean those financial statements provided to DED at the time of application for the Loan and financial statements hereinafter provided to DED pursuant to the terms of this Agreement.

2.05. "Indebtedness" shall mean all obligations and liabilities of Borrower to any person (other than Lender), heretofore, now and/or from time to time hereafter owed, whether under written or oral agreement, operation of law, or otherwise.

2.06. "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

2.07. "Property" shall mean that certain real estate located at 4712, 4715, and 3139 West Chicago Avenue and 1217 West Wilson, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08. "Project" shall mean all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09. "Senior Lender" shall mean Citizens National Bank.

Section 3. Loan.

The Loan shall be made upon the following terms and conditions:

3.01. The principal sum of the Loan shall be \$150,000.

3.02. The term of the Loan shall be 7 years.

3.03. The rate of interest charged on the Loan, per annum, shall be [75% of prime] of the principal balance outstanding from time to time.

3.04. Repayment of the Loan shall be in 84 equal monthly installments of principal (plus interest thereon as adjusted from time to time pursuant to Paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower) (together with interest thereon at the rates set forth in paragraph 3.03 above).

3.05. Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes as follows: inventory and working capital and only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to:

4.01. The Property.

4.02. Inventory.

4.03. Goods (other than inventory) equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore: all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.04. Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.05 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such other locations as Lender may demand to perfect its security interest in the Collateral.

4.06 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$700,000.

4.07 Borrower agrees that Allen Rifkin and Rosalyn Rifkin shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:

5.01. Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

5.02. Borrower shall have furnished to City, duly executed financial statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively.

5.03. Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed identifying the City as a loss payee, as its interests appear.

5.04. Personal Guarantee of repayment of the Loan.

5.05. Consent of Senior Lender to DED's Loan and Borrower's grant of security interest as security therefore.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

6.01 All representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

6.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its (incorporation) as represented at the beginning of this Agreement, (and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's (Articles of Incorporation or By- laws,) or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, (as hereinafter defined) free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a (first) (second) secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.03.

6.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the Financial Statements).

6.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon request by DED, Borrower shall submit to DED no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

6.07 Borrower shall immediately notify Lender of any and all events or actions which may materially affect Borrower's abilities to carry on its operations or perform all its obligations under this Agreement or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower so long as any of Borrower's Liabilities remain unsatisfied.

Section 7. Maintaining Records/Right To Inspect.

7.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or (the U. S. Department of Housing and Urban Development ("HUD")) necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and HUD.)

7.02 Any duly authorized representative of the Lender or (HUD) shall, at all reasonable times, have access to all portions of the Project.

7.03 The rights of access and inspection provided in this Section 7 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 8. Jobs.

8.01 Borrower shall use its best efforts to maintain approximately 36 present full-time jobs; and shall use its best efforts to create approximately 37 new, permanent jobs within 12 months after execution of this Agreement.

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

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (d) of this Section 9, continuing for a period of sixty (60) days after notice thereof to Borrower; or (e) any default to the Senior Lender which would permit Senior Lender, after the expiration of any applicable cure period thereunder, to accelerate their loans.

Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such

notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's Liabilities remain unsatisfied.

Section 11. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

Lender's delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights hereunder, shall not operate as a waiver of such rights or limit them in any way so long as an Event of Default shall be continuing.

Section 12. Prepayment.

This Loan may be prepaid at anytime without premium or penalty.

Section 13. Equal Employment.

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

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

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

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

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 16. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower, its successors or assigns in the event of any default or breach by Lender under this Agreement.

Section 17. Non-Assignability.

17.01 Borrower may not sell, assign or transfer this Agreement.

17.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 18. Additional Provisions.

18.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

18.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States Mails, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

If to Lender: Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Borrower: Midwest Auto Parts, Inc.
4712 West Chicago Avenue
Chicago, Illinois 60651
Attention: Allen Rifkin

With copies to: Corporation Counsel of the City of Chicago
Room 511 -- City Hall
121 North LaSalle Street
Chicago, Illinois 60602

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

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

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

In Witness Whereof, Lender and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT FOR LAND WRITE-DOWN FUNDS TO
WHEELER TRAILER, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of redevelopment agreement for land write-down funds in the amount of \$125,311 to Wheeler Trailer, Incorporated in acquiring property located West 47th Street and South Morgan Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated February 25, 1985, has approved a redevelopment project which obligates the City of Chicago to assist Wheeler Trailer, Inc. in the acquisition of certain real estate; and

WHEREAS, Purchaser has executed a contract of sale with Bank of Ravenswood, not personally, but as Trustee under Trust No. 25-6177 to acquire certain property located at the corner of West 47th and South Morgan Streets, Chicago, Illinois, as part of its business expansion plans which is expected to result in the additional employment of approximately 35 persons within 24 months of the acquisition; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, upon review of the Corporation Counsel as to form and legality, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Wheeler Trailer, Inc. in the acquisition of a parcel of land consisting of approximately 322,000 square feet of property located at the corner of West 47th and South Morgan Streets, in the City of Chicago, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement.

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

Exhibit A attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("DED"), Wheeler Trailer, Inc., an Illinois corporation, with offices at 459 West 47th Street, Chicago, Illinois 60609 ("Purchaser"), and Bank of Ravenswood, not personally, but as trustee under Trust No. 25-6177 dated December 29, 1983 ("Seller").

Recitals:

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

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

Whereas, DED has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated _____, 19____ ("Sale Contract"), on the sale and purchase of that certain realty located at the corner of West 47th and South Morgan Streets, Chicago, Illinois 60609, ("Property") for the total amount of \$483,932, which Purchaser will acquire and develop into a freight container storage facility, including construction of an approximately 30,000 square foot building for offices and container repairs as part of Purchaser's business expansion program ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property in an amount not to exceed \$125,311; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated February 25, 1985, approved Purchaser's request; and

Whereas, the Project will result in the retention of 24 permanent jobs, and create an estimated 35 new permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing, a sum equal to 13% of the total Project costs, of approximately \$963,932, or \$0.38 per square foot.

Section III. Redevelopment Plan.

Purchaser shall prepare or cause to be prepared plans to develop the Property for expansion of Purchaser's current freight container business by providing outside container storage area and constructing and equipping office and container repair facility of approximately 30,000 square feet. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than December 31, 1985.

Section IV. Employment.

Developer shall use its best efforts to increase its total employment to approximately 24 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than May 31, 1985.

(d) The City shall record this Agreement with the Cook County Recorder of Deeds upon execution hereof.

(e) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital of not less than \$88,621 and any commitment necessary for mortgage or other financing in an amount sufficient to

accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than December 31, 1985.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Project or Property.

(a) Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until seven years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the Property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Notwithstanding anything herein to the contrary, a total cessation of Purchaser's business or a sale of all its assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Purchaser (or its successor interest) remain on the Property or at another site within the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds

necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

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

Section XIII. Enforced Delay in Performance.

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

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents of purchases relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times after the closing of the Sale Contract, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to

Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within 60 days after receipt of such notice.

(b) If the default shall exist and be continuing under any Section of this Agreement after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance of the Project, or in the alternative obtain repayment of all funds disbursed hereunder plus interest at the rate of 12% per annum or the highest rate permitted by law, whichever is less, determined from the initial date the aforesaid funds were disbursed hereunder.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

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

(a) Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Purchaser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion

or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:	Department of Economic Development of the City of Chicago Room 2800 20 North Clark Street Chicago, Illinois 60602 Attention: Commissioner

If to Purchaser:	Wheeler Trailer, Inc. 459 West 47th Street Chicago, Illinois 60609

If to Seller:	Bank of Ravenswood 1825 West Lawrence Avenue Chicago, Illinois 60640 Attn: Land Trust Division

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

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

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named officer of
_____ (the "Bank"), personally
known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as Officer of the Bank and as the own free and voluntary act
of the Bank for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this _____ day of
_____, 198_____.

Notary Public

My Commission Expires

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named officer of
_____ (the "Bank"), personally
known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he signed, sealed and
delivered the said instrument as Officer of the Bank and as the own free and voluntary act
of the Bank for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this _____ day of
_____, 198_____.

Notary Public

My Commission Expires

EXECUTION OF LOAN AND SECURITY AGREEMENT
AUTHORIZED WITH MICHAEL BARRY GROUP,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a loan and security agreement in the amount of \$60,000 to Michael Barry Group, Incorporated, for machinery and equipment for the facility located at 1743 West Rosehill Drive.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The State of Illinois has made available to the City of Chicago, through the Federal Community Services Block Grant Program, a grant in the amount of \$694,674 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, The Michael Barry Group, Inc. an Illinois corporation has made application to the Department of Economic Development to borrow \$60,000 for purposes of working capital, which will result, among other things, in the creation of an estimated 35 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Department of Economic Development has recommended that the Economic Development Commission approve the application of the Michael Barry Group, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with The Michael Barry Group, Inc. pursuant to which the City will loan \$60,000 to The Michael Barry Group, Inc. to assist The Michael Barry Group, Inc. to expand its Women's Clothing Manufacturing operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of Economic Development is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the Loan and Security Agreement.

SECTION 3. This ordinance shall be effective by and from the date the Economic Development Commission of the City of Chicago passes a resolution approving the aforesaid loan to The Michael Barry Group, Inc.

Exhibit A attached to this ordinance reads as follows:

Exhibit A

Security and Loan Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("DED"), having its offices at 20 North Clark Street, Chicago, Illinois and The Michael Barry Group, Inc., an Illinois corporation, with principal offices at 1743 West Rosehill Drive, Chicago, Illinois ("Borrower").

Recitals:

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

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

Whereas, DED has funds available to it (by the State of Illinois) in the amount of (\$694,674); and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$60,000 ("Loan") for the purpose of working capital to expand its business activities.

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are incorporated herein and made a part hereof by reference.

Section 2. Definitions.

2.01. "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

2.02. "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

2.03. "Collateral" shall mean those assets of Borrower (individually or collectively), now owned or hereafter acquired in which Borrower has granted Lender a security interest as set forth in Section 4 of this Agreement as security for the Loan.

2.04. "Financials" shall mean those financial statements provided to DED at the time of application for the Loan and financial statements hereinafter provided to DED pursuant to the terms of this Agreement.

2.05. "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (other than Lender), heretofore, now and/or from time to time hereafter owed, whether under written or oral agreement, operation of law, or otherwise.

2.06. "Other Agreements" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Borrower and delivered to Lender by Borrower.

2.07. "Property" shall mean that certain leasehold interest in real estate located at 1743 West Rosehill Drive, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08. "Project" shall mean all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09. "Senior Lender" shall mean First National Bank of Skokie.

Section 3. Loan.

The Loan shall be made upon the following terms and conditions:

3.01. The principal sum of the Loan shall be \$60,000.

3.02. The term of the Loan shall be 7 years.

3.03. The rate of interest charged on the Loan, per annum, shall be [3%], per annum of the principal balance of outstanding from time to time.

3.04. Repayment of the Loan shall be in 84 equal monthly installments of principal amount(s) set forth on Lender's statement (together with interest thereon at the rates set forth in paragraph 3.03 above).

3.05. Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes as follows: of working capital and only at the Property; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a security interest in and to:

4.03. Goods (inventory) equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.04. Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by

Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

4.05 Borrower shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which statements and agreements shall be recorded with the Cook County Recorder of Deeds, the Secretary of State of Illinois, and such other locations as Lender may demand to perfect its security interest in the Collateral.

4.06 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$240,000.

4.07 Borrower agrees that Barry W. Fields and Michael Solzman shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:

5.01. Duly executed First Source Agreement with Lender in substantially the form attached hereto as Exhibit A.

5.02. Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

5.03. Borrower shall have furnished to City, duly executed financial statements to be filed by the City, with the Secretary of State of Illinois and Cook County Recorder of Deeds, respectively.

5.04. Borrower shall have furnished to City insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for the full replacement value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. Said policy or policies shall be duly endorsed identifying the City as a loss payee, as its interests appear.

5.05. Personal Guarantee of repayment of the Loan.

5.06. Consent of Senior Lender to DED's Loan and Borrower's grant of security interest as security therefore.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

6.01 All representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

6.02 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its (incorporation) as represented at the beginning of this Agreement, (and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's (Articles of Incorporation or By- laws,) or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, (as hereinafter defined) free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a (second) secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.03.

6.04 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of

its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the Financial Statements).

6.05 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.06 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon request by DED, Borrower shall submit to DED no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

6.07 Borrower shall immediately notify Lender of any and all events or actions which may materially affect Borrower's abilities to carry on its operations or perform all its obligations under this Agreement or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower so long as any of Borrower's Liabilities remain unsatisfied.

Section 7. Maintaining Records/Right To Inspect.

7.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or the (State of Illinois ("State")) necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and (State).

7.02 Any duly authorized representative of the Lender or (State) shall, at all reasonable times, have access to all portions of the Project.

7.03 The rights of access and inspection provided in this Section 7 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 8. Jobs.

8.01 Borrower shall use its best efforts to create approximately 35 new, permanent jobs within 12 months after execution of this Agreement.

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

8.03 As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:

(a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Agreement, it shall accrue credit for interest paid from initial disbursement date of the Loan through the end of the calendar year in which the aforesaid employment level is met.

(b) For each calendar year up to 6 years after achieving its employment levels. Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

(c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into 12 equal amounts and deducting said amounts from each of the final 12 payments of the City Loan term as due and owing.

(d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Agreement, any accrued shall be a set off of the Loan payoff amount, and any accrued credit remaining after such setoff shall be paid to Borrower within 60 days after the date the Loan is prepaid.

(e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding

under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (d) of this Section 9, continuing for a period of sixty (60) days after notice thereof to Borrower; or (e) any default to the Senior Lender which would permit Senior Lender, after the expiration of any applicable cure period thereunder, to accelerate their loans.

Section 10. Remedies

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et.seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of Lender hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's Liabilities remain unsatisfied.

Section 11. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender

thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

Lender's delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights hereunder, shall not operate as a waiver of such rights or limit them in any way so long as an Event of Default shall be continuing.

Section 12. Prepayment.

This loan may be prepaid at any time without premium or penalty.

Section 13. Equal Employment.

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

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

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

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

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

No member, official or employee of Lender shall have any personal interest, direct or indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 16. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower, its successors or assigns in the event of any default or breach by Lender under this Agreement.

Section 17. Non-Assignability.

17.01 Borrower may not sell, assign or transfer this Agreement.

17.02 Borrower consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 18. Additional Provisions.

18.01 This Agreement may not be altered or amended except by written instrument signed by all parties hereto.

18.02 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States mails, registered or certified, return receipt requested, first class postage, prepaid and addressed as follows:

If to Lender:

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

If to Borrower:

The Michael Barry Group, Inc.
1743 West Rosehill Drive
Chicago, Illinois 60660
Attention: Barry W. Fields

With Copies To:

Corporation Counsel of the City of Chicago
Room 511-City Hall
121 North LaSalle Street
Chicago, Illinois 60602

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

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

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

In Witness Whereof, Lender and Borrower have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

ENTERPRISE ZONE III BOUNDARIES AMENDED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the amendment of boundaries of Enterprise Zone III.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 23, 1982 passed an ordinance establishing Proposed Enterprise Zone III appearing on Council Journal pages 14294 to 14296; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1981 Supp., Ch. 67 1/2, Section 601 et seq.), to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone III will increase the development and rehabilitation of the depressed areas on the southeast side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone III as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14294 is amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Zone III", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone III:

[The western boundary shall be Torrence Avenue from 122nd Street to 95th Street; continuing west on 95th Street to Cottage Grove; continuing north on Cottage Grove to 87th Street;] *The outer perimeter will begin at the intersection of East 119th Street, and Interstate Highway 94, then west along 119th Street to Cottage Grove Avenue, then north along Cottage Grove Avenue to 115th Street, then east along 115th Street to Champlain Avenue, then north along Champlain Avenue to 114th Street, then east along 114th Street to its intersection with the Norfolk & Southern (formerly Rock Island) Railroad right-of-way, then north along said railroad right-of-way to 111th Street, then west along 111th Street to Cottage Grove Avenue, then north along Cottage Grove Avenue to 108th Street, then east along 108th Street to Langley Avenue, then north along Langley Avenue to 106th Street, then east along 106th Street to its intersection with the Norfolk & Southern (formerly Rock Island) Railroad right-of-way, then northeasterly along said railroad right-of-way to a rail spur located approximately 200 feet south of 103rd Street following said spur in a northwesterly direction to its intersection with the east lot line of Corliss High School, then north along said lot line to 103rd Street, then west along 103rd Street to the east line of Gately Park, then north along said east line to the north property line of the Electro Motive Division complex, then east along said north property line to its intersection with the west line of the Norfolk & Southern (formerly Rock Island) Railroad right-of-way, then north along said railroad right-of-way to 95th Street, then west along 95th Street to Cottage Grove Avenue continuing north on Cottage Grove Avenue to 87th Street, then proceeds east on 87th Street to the eastline of the Illinois Central Gulf Railroad right-of-way, then north along the Illinois Central Gulf Railroad right-of-way to [83rd] 85th Street; then east [on 83rd] along 85th Street extended to the west line of the Norfolk & Western Railroad right-of-way, then southeast along said right-of-way to 87th Street, then east on 87th Street to Dorchester Avenue, then north on Dorchester Avenue to the first alleyway or the north lot line of commercial property located at the northeast corner of Dorchester and 87th Street, then east along said alleyway or north lot lines of contiguous properties fronting on 87th Street to Chappel Avenue, then south along Chappel Avenue to 87th Street, then proceeds west on 87th Street to Jeffery Avenue, then south on Jeffery Avenue to the first alleyway, or the south lot line of the property located at the southwest corner of 87th and Jeffery Avenue, then west along said alleyway or south lot line of contiguous properties on 87th Street to the southeast corner of the lot line of the property located at the southeast corner of 87th Street and Stony Island or the first alleyway east of the intersection of Stony Island Avenue and 87th Street, proceeding south along said alleyway or the east lot line of the contiguous properties fronting Stony Island to 93rd Street, then east along 93rd Street to Jeffery Avenue, then south along Jeffery Avenue to 94th Street, then east along 94th Street to [Crandon] Luella Avenue, then north on [Crandon] Luella Avenue to [92nd Place] 91st Street then east along [92nd Place] 91st Street to [Yates Boulevard] Phillips Avenue, then south along [Yates Boulevard] Phillips Avenue to 94th Street, then east along 94th Street to Manistee Avenue, then north along Manistee to Anthony Street, then northwesterly along Anthony Street to 87th Street; then proceeds east on 87th Street to Colfax, then north on Colfax to 79th; at that point east*

on 79th Street to the State Line; south along the State Line to 95th Street; then proceeds west on 95th Street to E J and E Railroad Tracks; then the boundary proceeds southeasterly along the E J and E Railroad Tracks (including the right-of-way) to the State Line; south along the State Line to 106th Street; then west on 106th Street to Avenue F; then south on Avenue F to 108th Street; then west on 108th Street to Avenue N; then south on Avenue N to 118th Street; then east on 118th Street to Pennsylvania R.R. Track including right-of-way; then southwest on the Pennsylvania R. R. Track to 130th Street; then west on 130th Street to the Penn Central R. R. Track; then proceeds northwest along the Penn Central R. R. Track to Saginaw Avenue; then continuing south on Saginaw Avenue to 130th Street; then west on 130th Street to the Calumet Expressway then north along the Calumet Expressway to [114th] 119th Street. [extended;] [then running east on 114th Street across Lake Calumet to proposed extension of Stony Island; then south along proposed extension of Stony Island to the north bank of the Calumet River; continuing northeasterly along the north bank of the Calumet River to the Norfolk and Western R. R. Tracks; continuing north along the Norfolk and Western R. R. Tracks to 122nd; continuing east on 122nd to Torrence. The aforementioned area excludes lakes and waterways. See Attachment A.] *The inner perimeter of the area will begin at 114th Street extended at the Calumet Expressway, then north along the Calumet Expressway (Interstate Highway 94) to 111th Street, then west along 111th Street to Woodlawn Avenue, then north along Woodlawn Avenue to its intersection with the Calumet Expressway Interstate Highway 94 westbound access, then east along said access to the intersection with Stony Island Avenue, then north along Stony Island Avenue to the west line of the Chicago and Western Indiana Railroad right-of-way; then northwesterly along said right-of-way to 95th Street, then east on 95th Street to Torrence Avenue, then south on Torrence Avenue to 122nd Street, then west on 122nd Street to the Norfolk and Western Railroad tracks, then continuing south along said tracks to the north bank of the Calumet River, then continuing southwesterly, along the north bank of the Calumet River to Stony Island, then north along Stony Island to 114th Street extended, then west along 114th Street extended to the Calumet Expressway. Only areas inside the outer perimeter and outside the inner perimeter are included in this Zone III. The aforementioned area excludes lakes and waterways. (See Attachment A).*

SECTION 2. That Section 2 of the ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14294 is hereby amended by deleting the language bracketed and inserting the language underscored as follows:

That Zone III meet the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

- 1) is a contiguous area entirely within the City of Chicago;
- 2) it comprises [9.8] 9.9 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
- 3) it is a depressed area as shown by census tract data and other data;
- 4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the Ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14296 is hereby deleted and replaced with a new Attachment A attached to this Ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone III provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. Any areas deleted from Zone III by this amending ordinance shall only retain those benefits and incentives as provided pursuant to the Illinois Enterprise Zone Act.

SECTION 6. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transaction occurring on or after the date of the approval of such expanded area by the State.

SECTION 7. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone III approved and certified by the State.

SECTION 8. This ordinance shall be effective from and after its passage.

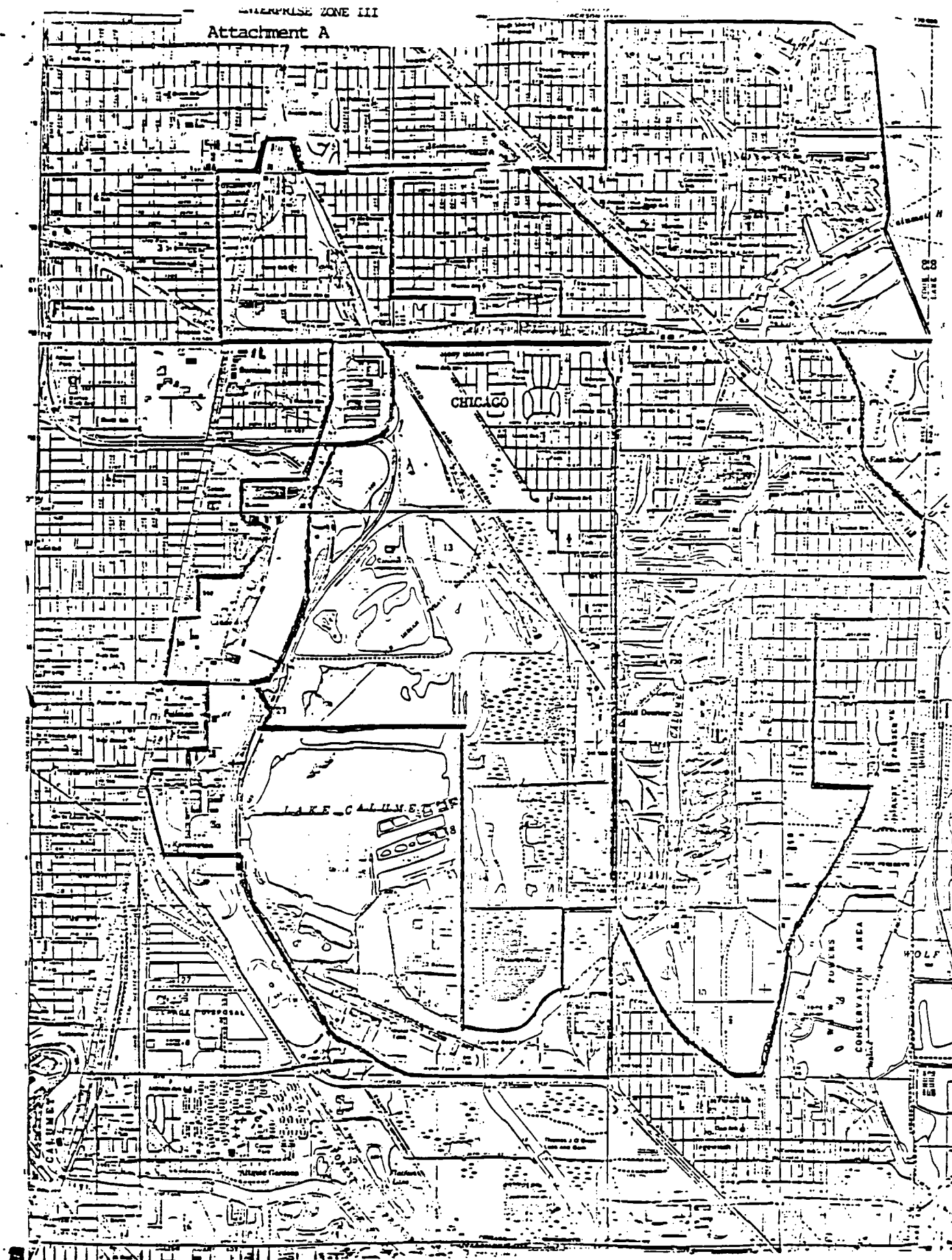
[Attachment A attached to this ordinance printed on page 16082 of this Journal.]

AUTHORITY GRANTED FOR CONDITIONAL APPROVAL OF
MORTGAGE REVENUE BONDS FOR ACQUISITION AND
REHABILITATION OF RESIDENTIAL HOUSING
PROJECT BY 10 WEST ELM STREET
ASSOCIATES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the conditional approval of mortgage revenue bonds in the amount of \$7,500,000 for acquisition and rehabilitation of a residential housing project by 10 West Elm Street Associates.

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

(Continued on page 16083)



(Continued from page 16081)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

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

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

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

WHEREAS, 10 West Elm Street Associates, Ltd., an Illinois limited partnership to be formed (the "Partnership") the general partner of which is Jerome J. Karp, wishes to secure financing for the acquisition, rehabilitation and equipping of a residential rental housing facility to be located on the northwest corner of State and Elm Streets at 10 West Elm Street (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, rehabilitation and equipping of such Project; and

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

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues or the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

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

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

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

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, or the City Comptroller is hereby authorized. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary to issue its revenue bonds in an amount of approximately \$7,500,000 for the aforementioned purpose.

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

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

Memorandum of Agreement.

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and 10 West Elm Street Associates, Ltd., an Illinois limited partnership to be formed (the "Partnership"), the general partner of which is Jerome J. Karp.

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

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

(b) It is proposed that the Partnership acquire, rehabilitate and equip a residential housing project located at 10 West Elm Street (the "Project"). Upon completion of the rehabilitation, the Project will provide approximately one hundred twenty-four (124) residential rental dwelling units, together with some commercial space. It is presently contemplated that the Project will be owned by the Trustee of an Illinois land trust (the "Owner") under which the Partnership will be sole beneficiary. The undersigned, on behalf of the Partnership, wishes to obtain satisfactory assurance from the City that the proceeds from the sale of revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount of approximately \$7,500,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

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

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

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

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

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

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

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

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

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

(b) The Partnership will take all actions which may be necessary in order for the City to market, sell and deliver the Bonds in a manner which will enable the Partnership to secure a Mortgage Loan at an interest rate not to exceed 10% or such higher rate as may be acceptable to the Partnership and the City, both during construction and as the permanent loan rate. Such stated rate of interest shall not include the amounts necessary to provide for payment of costs in connection with the Mortgage Loan, including administrative expenses of the City, trustee's fees and expenses and servicing fees of a mortgage servicer mutually acceptable to the Partnership and the City, which costs shall be paid by the Partnership in addition to the interest on the Mortgage Loan. Without limiting the generality of the foregoing, the undersigned on behalf of the Partnership agrees to (i) obtain other security for the Mortgage Loan sufficient in nature for the City to market, sell and deliver the Bonds and the Partnership to achieve the desired interest rate on the Mortgage Loan; (ii) take such actions as may be necessary to obtain at least an A rating for the Bonds from a nationally recognized rating agency; and (iii) pay costs, fees, expenses, underwriting and bond discounts and such other payments and/or deposits (in an aggregate amount not to exceed 10% of the Mortgage Loan, including any financing fees permitted to be paid from Mortgage Loan proceeds) as the City shall determine to be necessary to market and sell the Bonds and achieve the desired interest on the Mortgage Loan.

(c) That contemporaneously with the issuance of the Bonds, the Partnership, the Owner and/or the Project Lender, as applicable, will enter into a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds. Said financing agreement shall include without limitation, customary provisions whereby the Partnership shall indemnify the City from and against any losses, claims, liabilities or costs arising from the Bond transaction other than those losses attributable to the City's own acts of negligence.

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

Bond proceeds for the Project, the rental of units within the Project and the revenues therefrom and (iii) the Partnership will furnish such evidence of compliance as may be reasonably requested by the City.

(e) That the Partnership will comply with all provisions of the "Tax Exempt Multifamily Property Opportunities" guidelines (the "TEMPO Guidelines") said TEMPO Guidelines having been published by the Department of Housing and effective as of February 1, 1985.

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

4. City Financing and Monitoring Fees. The City requires that all developers who receive below-market rate financing for multi-unit rental project developments pay certain developer fees to meet City administrative and monitoring costs. Such fees shall be paid by the Partnership in accordance with the "Fee Schedule" published in the TEMPO Guidelines. All such fees are subject to such adjustment as may be necessary to maintain the tax exempt nature of interest paid on the Bonds under the "arbitrage regulations" of the Internal Revenue Code of 1954, as amended.

5. Time Limitation on Issuance of Bonds. Any Bonds issued by the City for the benefit of the Project must be issued within one (1) year from the date of passage by the City Council of the ordinance authorizing the execution of this Memorandum of Agreement. All obligations, rights and duties of the respective parties and their successors and assigns to this Agreement shall be void upon the expiration of the one (1) year period.

6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties thereto and their respective successors and assigns. Without limiting the generality of the foregoing, the Partnership may, with the prior written approval of the Commissioner of the Department of Housing, assign its interest herein and the assignee, following assignment, shall possess all rights and assume all obligations of the Partnership and all references to the Partnership herein shall refer to the assignee.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this __ day of ____, 1985.

[Signature forms omitted for printing purposes.]

SITE DESIGNATION APPROVED FOR JUNIOR COLLEGE
DISTRICT NUMBER 508.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Public Building Commission to approve the designated site located at 226 West Jackson Boulevard for the development of administrative and instructional facilities for Junior College District Number 508.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Legislature of the State of Illinois found and declared it to be necessary and desirable to make possible the acquisition, construction or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Public Building Commission Act of the State of Illinois, approved July 5, 1955, as amended, provides a means for funding and constructing buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by ordinance, created the Public Building Commission to assist in the funding and construction of public improvements; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, by resolution adopted March 5, 1985, requested that the Public Building Commission of Chicago undertake the acquiring, planning, funding and developing of instructional and administrative facilities to be located at the property commonly known as 226 West Jackson Boulevard, Chicago, Illinois, affording essential governmental services to the citizens of the City of Chicago; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has agreed to enter into a net lease or leases, non-cancellable in any event with the Public Building Commission of Chicago, under the terms of which the Board of Trustees of Community College District No. 508 will be required to pay such amounts of rent as will be sufficient to amortize all principal and interest on revenue bonds to be issued by the Public Building Commission of Chicago in connection with the planning, funding, acquiring and developing of the project; and

WHEREAS, The lease or leases between the Board of Trustees and the Commission shall provide for the conveyance by the Commission to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, of the property specified herein, together with all buildings, structures and improvements located thereon, at such time as all principal and interest on the revenue bonds issued in connection with this

project, and the accrued and unpaid expenses of the Commission with respect to this project, have been paid in full; and

WHEREAS, In the event permanent financing for this project undertaken by the Commission at the request of the Board of Trustees is not consummated for any reason whatsoever, not due to the gross negligence of the Commission, the Board of Trustees will fully reimburse the Commission for all interim borrowing incurred on behalf of the Board of Trustees, either from legally available funds or will enter into a lease for such purpose or by a combination thereof, which such reimbursement shall be made, or lease entered into, prior to the maturity of any note evidencing such interim borrowing; and

WHEREAS, The Public Building Commission of Chicago, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated the following-described site, lying wholly within the territorial limits of the City of Chicago, for acquisition and development of training, instructional and administrative facilities for use by the Chicago City-Wide College and the City Colleges of Chicago; and

WHEREAS, Said site is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and provide appropriate architectural setting and adequate landscaping for such facilities; and

WHEREAS, The Public Building Commission of Chicago has requested, pursuant to the requirements of Section 14 of the said Public Building Commission Act, that the City Council of the City of Chicago approve said site so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following-described site, heretofore selected, located and designated by the Public Building Commission of Chicago at the request of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as a site to be acquired for the planning, funding and development of administrative and instructional facilities (Project JC-9):

Lots 23 through 31, inclusive, and Lot 52 in the Subdivision of Block 92 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

CORPORATION COUNSEL AUTHORIZED TO EXECUTE
SETTLEMENT AGREEMENTS OR ENTER INTO
CONSENT DECREE.

The Committee on Finance submitted a report recommending that the City Council pass two proposed orders transmitted therewith, authorizing the Corporation Counsel to execute settlement agreements or enter into consent decree regarding two law suits against the City.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

The following are said orders as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent order in the matter entitled *Rivera v. City of Chicago and Rex Hayes*, 79 L 23461 in the amount of \$650,000.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent order in the matter entitled *Ryan v. City of Chicago*, 78 L 2471 in the amount of \$250,000.

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED IN
DEPARTMENT OF CONSUMER SERVICES.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1985. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1985 payable from such appropriations.

FROM: Account	Number	Amount
Technical and Scientific Equipment	100-4518-445	\$3,310

TO:

Account	Number	Amount
Materials and Supplies	100-4518-166	\$3,310

SECTION 2. That the sole purpose of this transfer of funds is to purchase consumable commodities to upgrade and maintain existing air monitoring equipment and instrumentation.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

EXECUTION OF EASEMENT AGREEMENT AUTHORIZED
WITH VILLAGE OF HARWOOD HEIGHTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of easement agreement with Village of Harwood Heights for the installation of a water main Foster Avenue from Harlem Avenue to Cumberland Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

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 be and is hereby authorized and directed to execute, the Commissioner of Water to approve, the City Clerk to attest and the City Comptroller to accept and file for record, upon approval by the Corporation Counsel as to form and

legality, certain Agreement by and between the City of Chicago and the Village of Harwood Heights, whereby said Village shall convey to the City of Chicago a permanent easement for the limited purposes of installing, operating and maintaining a sixty (60) inch water main in West Foster Avenue between North Harlem Avenue and North Oriole Avenue; and the said City shall convey to said Village a 99 year easement for the purpose of maintaining a roadway and related appurtenances across and upon a parcel of land bounded on the east by a line parallel to and on the centerline of North Oriole Avenue, on the west by a line parallel to and twenty (20) feet west of the centerline of North Oriole Avenue, on the north by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the south by a line parallel to and twenty (20) feet north of the centerline of Argyle Avenue, which Agreement is substantially in the following form:

This Agreement made and entered into by and between the City of Chicago, in the State of Illinois (hereinafter sometimes called the "City") and the Village of Harwood Heights (hereinafter sometimes called the "Village").

Witnesseth:

Whereas, the Village of Harwood Heights, a municipality incorporated in and under the laws of the State of Illinois, is the fee simple owner of land bounded on the east by a line parallel to and on the centerline of North Harlem Avenue, on the west by a line parallel to and on the centerline of North Oriole Avenue, on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the north by a line parallel to and on the centerline of Foster Avenue situated in Cook County, Illinois; and

Whereas, the City of Chicago, a municipality incorporated in and under the laws of the State of Illinois, desires to acquire a permanent easement across and under said property of the Village hereinbefore described for the limited purpose of installing, operating and maintaining a sixty (60) inch water main on the centerline of Foster Avenue; and

Whereas, the Village desires to cooperate with the City of Chicago and to grant to aforesaid permanent easement; and

Whereas, the City is the fee simple owner of a parallel of land bounded on the east by a line parallel to and on the centerline of North Oriole Avenue, on the west by a line parallel to and twenty (20) feet west of the centerline of North Oriole Avenue, on the north by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the south by a line parallel to and twenty (20) feet north of the centerline of Argyle Avenue situated in Cook County, Illinois; and

Whereas, the Village desires to acquire on easement across and upon said property of the City hereinbefore described for the purpose of maintaining a roadway and related appurtenances; and

Whereas, the Village has the power to enter into this Agreement and grant the aforesaid permanent easement and to make and perform the promises hereinafter made; and

Whereas, the City of Chicago has the power to enter into this Agreement, to grant the aforesaid permanent easement and to make and perform the promises hereinafter made.

Now, Therefore, in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

Article I.

The Village shall convey to the City of Chicago a permanent easement for the limited purpose of installing, operating and maintaining a sixty (60) inch water main across and under a parcel of land bounded on the east by a line parallel to and on the centerline of North Harlem Avenue, on the west by a line parallel to and on the centerline of North Oriole Avenue, on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the north by a line parallel to and on the centerline of Foster Avenue and situated in Cook County, Illinois, said conveyance shall be attached hereto and made a part hereof as Exhibit "A".

Article II.

The City shall convey to the Village an easement for a period of 99 years for the purpose of maintaining a roadway and related appurtenances across and upon a parcel of land bounded on the east by a line parallel to and on the centerline of North Oriole Avenue, on the west by a line parallel to and twenty (20) feet west of the centerline of North Oriole Avenue, on the north by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the south by a line parallel to and twenty (20) feet north of the center line of Argyle Avenue, situated in Cook County, Illinois, said conveyance shall be attached hereto and made a part hereof as Exhibit "C".

Article III.

The City shall prohibit the parking at anytime of motor vehicles on the west side of North Oriole Avenue from West Foster Avenue to West Argyle Avenue. Said prohibition shall remain in effect so long as the City avails itself to the benefits of the easement granted to it herein and the City shall diligently enforce said parking prohibition.

Article IV.

The City of Chicago shall save and keep the Village harmless from any and all liability resulting from any and all damages caused by the installation, operation and maintenance of the subject water main.

The Village shall notify the City promptly of each and every claim for such damages. No settlement of any such claim shall be made without the prior written consent of the City. The Village shall promptly notify the City of the filing of any action for such damages. The City may participate in the defense of any such action if it elects to do so.

In the event a judgment is rendered against the Village for any such damages, the Village shall, upon the request of counsel for the City, take all necessary and proper steps to perfect an appeal or appeals to any courts of review and shall prosecute such appeal or appeals with all due diligence and shall permit counsel for the City to take part in the conduct of such case on appeal in any court of review if it elects so to do. The payment of any such claim or judgment by the Village and reasonable costs, including attorneys' fees,

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold Washington, personally known to me to be the Mayor of the City of Chicago, a municipality incorporated in and under the laws of the State of Illinois, and Walter S. Kozubowski, personally known to me to be the City Clerk of said City and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument as such Mayor and City Clerk of said City and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the City Council of the City of Chicago, Illinois, as their free and voluntary act and as the free and voluntary act and deed of said City for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, A.D., 1985.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JOAN K. WHITE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ray Willas, personally known to me to be the Mayor for the Village of Harwood Heights, and Elizabeth R. Smith personally known to me to be the Deputy Clerk of said Village and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Deputy Clerk they signed and delivered the said instrument as such Mayor and Deputy Clerk of said Village and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Council of said Village as their free and voluntary act, and as the free and voluntary act and deed of said Village for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of April, A.D., 1985.

(Signed) JOAN K. WHITE
Notary Public

My Commission Expires:
6-18-86

EXHIBIT "A"

This Indenture Witnesseth, that the Grantor, the Village of Harwood Heights, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, does hereby grant and convey unto the City of Chicago, Illinois, a permanent

easement for the purposes of installing, operating and maintaining a water main across and under a parcel of land bounded on the east by a line parallel to and on the centerline of North Harlem Avenue, on the west by a line parallel to and on the centerline of North Oriole Avenue and on the south by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue and on the north by a line parallel to and on the centerline of Foster Avenue situated in Cook County, Illinois.

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its Mayor and its Deputy Village Clerk this 8th day of April, A.D., 1985.

THE VILLAGE OF HARWOOD HEIGHTS

By: (Signed) Ray Willas
Mayor

By: (Signed) Elizabeth R. Smith
Deputy Village Clerk

EXHIBIT "C"

This Indenture Witnesseth, that the Grantor, the City of Chicago for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, does hereby grant and convey unto the Village of Harwood Heights, Illinois an easement for a period of 99 years for the purpose of maintaining a roadway and limited appurtenances across and upon a parcel of land bounded on the east by a line parallel to and on the centerline of North Oriole Avenue, on the west by a line parallel to and twenty (20) feet west of the centerline of North Oriole Avenue, on the north by a line parallel to and twenty (20) feet south of the centerline of Foster Avenue, and on the south by a line parallel to and twenty (20) feet north of the centerline of Argyle Avenue, situated in Cook County, Illinois.

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its Mayor and its City Clerk this ___ day of _____, A.D., 1985.

THE CITY OF CHICAGO

By: _____
Mayor

By: _____
City Clerk

**EXECUTION OF EASEMENT AGREEMENT AUTHORIZED WITH
SOFT SHEEN PRODUCTS, INCORPORATED.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of easement agreement

with Soft Sheen Products, Incorporated for installation of a water main in East 89th Street between South Dobson and South Greenwood Avenues.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

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 be and is hereby authorized and directed to execute, the Commissioner of Water to approve, the City Clerk to attest and the City Comptroller to accept and file for record, upon approval by the Corporation Counsel as to form and legality, a certain Agreement by and between the City of Chicago and the Soft Sheen Products, Inc., a corporation of the State of Delaware, whereby said Corporation shall convey to the City of Chicago a permanent easement for the limited purpose of installing, operating and maintaining an eight (8) inch water main across and under what would be E. 89th Street between S. Dobson Avenue and S. Greenwood Avenue, which Agreement is substantially in the following form:

This Indenture Witnesseth, that Soft Sheen Products, Inc., a corporation of the State of Delaware, with offices at 1000 East 87th Street, Chicago, Illinois 60619 (the "Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the City of Chicago, (the "Grantee"), a perpetual non-exclusive easement to construct, install, maintain and use water pipelines and appurtenances thereto (whether one or more pipes or conduits being hereinafter referred to as "pipelines") across, along and underneath the property of the Grantee more particularly described in Exhibit A and Exhibit B attached hereto and hereby made a part hereof and as outlined in red on Exhibit "C" attached hereto and hereby made a part hereof, subject to the conditions and limitations hereinafter contained and the Grantee, by the acceptance of said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

2. The Grantor reserves to itself, its licensees, lessees, successors and assigns, the right to install other facilities and structures, including, but not limited to, roadways, parking lots, pavements, sidewalks, curbs, underground pipes and conduits upon and beneath the surface of said premises and overhead wires, cables and poles or other structures for the support thereof, and to grant others the right to do so, provided that said installations may be without substantial interference with the use of said premises by Grantee as herein provided.

3. Grantee shall perform all the necessary work, furnish all material and labor necessary for the construction, maintenance or reconstruction of said pipeline in and upon said above mentioned premises and make or cause to be made any changes or alterations in the location or construction of facilities of said Grantor that may be necessary by the easement herein granted or by the location, construction and use of said pipeline or any repairs which become necessary because of the subsequent exercise by the Grantee of the rights herein granted.

4. The Grantor states it has the title to the above described premises in which the foregoing easement is granted but the Grantor does not undertake to defend the Grantee in the peaceable enjoyment thereof.

5. Grantee shall, except in emergencies, give not less than seventy-two (72) hours written notice to Grantor of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Grantor as soon as possible. Grantee shall take all reasonable action to cause any and all construction work to be performed in such manner as to cause the least interference with the Grantor's use of the premises.

6. In the event that the use of the aforesaid easement across the said premises for the purposes herein expressed shall be abandoned or otherwise discontinued, the said easement shall thereupon cease and determine; and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the above described premises, free and clear of all rights and claims of the Grantee and of the public for the use of Grantor's premises and of the portions thereof herein involved.

7. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Grantee, its successors, legal representatives or assigns, shall be binding upon the Grantor without its written consent in each instance.

In Witness Whereof, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

[Signature forms omitted for printing purposes.]

SECTION 2. This ordinance shall be in effect immediately upon its passage.

[Exhibits A, B and C attached to this ordinance printed on pages
16099 thru 16102 of this Journal.]

EXECUTION OF EASEMENT AGREEMENT AUTHORIZED
WITH ILLINOIS CENTRAL GULF RAILROAD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of easement agreement

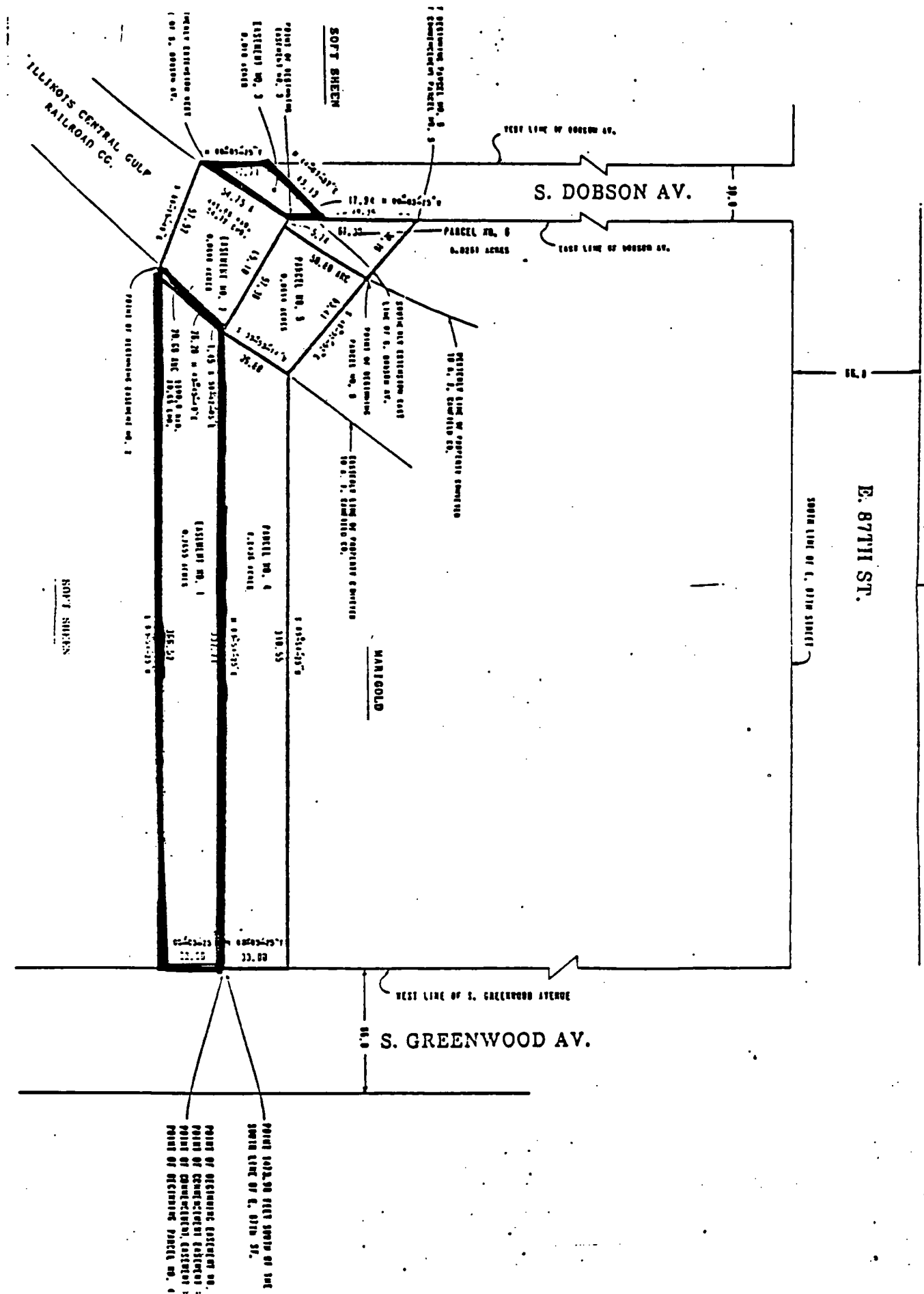
(Continued on page 16103)

EXHIBIT "A"PARCEL 1

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF S. GREENWOOD AVENUE (66 FEET WIDE) WHICH IS 1473.98 FEET SOUTH OF THE SOUTH LINE OF E. 87TH STREET (66 FEET WIDE); THENCE SOUTH 00-01-25" WEST ALONG THE WEST LINE OF S. GREENWOOD AVENUE, A DISTANCE OF 33.00 FEET; THENCE SOUTH 89-54-25" WEST, A DISTANCE OF 386.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE (CONVEX SOUTHEASTERLY, RADIUS 1100.00 FEET, CHORD N 44-12-49"E, 20.69 FEET) WHICH IS 35.0 FEET EASTERLY OF AND CONCENTRIC WITH EXISTING ILLINOIS CENTRAL GULF RAILROAD TRACK NO. 3 (CANFIELD AND MARIGOLD), AN ARC DISTANCE OF 20.69 FEET; THENCE NORTH 43-15-19" EAST ALONG A LINE 25.0 FEET EASTERLY OF AND PARALLEL WITH TRACK NO. 3 AFORESAID, A DISTANCE OF 26.28 FEET; THENCE SOUTH 50-12-05" EAST, A DISTANCE OF 1.45 FEET; THENCE NORTH 89-54-25" EAST, A DISTANCE OF 332.71 FEET TO THE POINT OF BEGINNING, CONTAINING 0.2655 ACRES, MORE OR LESS.

EXHIBIT "B"PARCEL 2

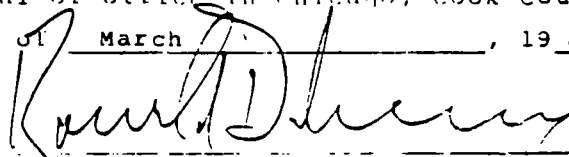
A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF S. GREENWOOD AVENUE (66 FEET WIDE) WHICH IS 1473.98 FEET SOUTH OF THE SOUTH LINE OF E. 87TH STREET (66 FEET WIDE); THENCE SOUTH 00°03'-25" WEST ALONG THE WEST LINE OF S. GREENWOOD AVENUE A DISTANCE OF 33.00 FEET; THENCE SOUTH 89°54'-35" WEST, A DISTANCE OF 366.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE (CONVEX SOUTHEASTERLY, RADIUS 1100.00 FEET, CHORD N 44°12'-43" E, 20.69 FEET) WHICH IS 25.0 FEET EASTERLY OF AND CONCENTRIC WITH EXISTING ILLINOIS CENTRAL GULF RAILROAD TRACK NO. 3 (CARPENTER AND MARIGOLD), AN ARC DISTANCE OF 20.69 FEET; THENCE NORTH 43°45'-19" EAST ALONG A LINE 25.0 FEET EASTERLY OF AND PARALLEL WITH TRACK NO. 3 AFORESAID, A DISTANCE OF 26.28 FEET; THENCE NORTH 59°23'-13" WEST, A DISTANCE OF 65.10 FEET TO A POINT ON THE EAST LINE OF S. DODSON AVENUE (33.0 FEET WIDE) EXTENDED SOUTHERLY, BEING THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCLE (CONVEX SOUTHWESTERLY, RADIUS 411.68 FEET, CHORD S 33°18'-05" W, 54.72 FEET) AN ARC DISTANCE OF 54.75 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF S. DODSON AVENUE; THENCE NORTH 00°03'-25" EAST, A DISTANCE OF 33.71 FEET; THENCE NORTH 44°07'-37" EAST, A DISTANCE OF 43.13 FEET; THENCE SOUTH 00°03'-25" WEST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF S. DODSON AVENUE, A DISTANCE OF 17.94 FEET TO THE POINT OF BEGINNING, CONTAINING 0.018 ACRES, MORE OR LESS.



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, RONALD R. DELMENICO, a Notary Public in and for said County and State, hereby certify that GARY GARDNER, Vice President of the aforesaid SOFT SHEEN PRODUCTS, INC., who is personally known to me, and known to be such Vice President of said corporation, and the same person whose name is subscribed in the above instrument as such Vice President appeared before me this day in person in said State and County, and being by me duly sworn, did say that he was on the date of the execution of the said instrument Vice President of the said corporation, and ~~that the seal affixed to said instrument is the corporate seal of~~ said corporation, and that the said instrument was signed ~~and sealed~~ in behalf of said corporation by authority of its Board of Directors, and he acknowledged that he, being informed of the contents of the instrument as such Vice President signed, sealed and delivered the said instrument by signing the name of the corporation by himself as Vice President as his own free and voluntary act as Vice President and as the free and voluntary act and deed of the said corporation for the uses and purposes therein set forth. I further certify that the seal of said corporation as affixed to said instrument was attested and proven before me by MICHAEL V. ROBERTS, an Asst. Secretary of said corporation.

Given under my hand and seal of office in Chicago, Cook County, Illinois, this 14th day of March, 1985.


Notary Public

My Commission Expires Sept. 8, 1987

My Commission Expires _____.

(Continued from page 16098)

with Illinois Central Gulf Railroad for installation of a water main in East 89th Street, between South Dobson and South Greenwood Avenues.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

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 be and is hereby authorized and directed to execute, the Commissioner of Water to approve, the City Clerk to attest and the City Comptroller to accept and file for record, upon approval by the Corporation Counsel as to form and legality, a certain Agreement by and between the City of Chicago and the Illinois Central Gulf Railroad Company, whereby said Railroad shall convey to the City of Chicago a permanent easement for the limited purpose of installing, operating and maintaining an eight (8) inch Water Main across and under the land of the said Railroad in the vicinity of Mile Post 11.0, in Chicago which Agreement is substantially in the following form:

This Indenture Witnesseth, that the Grantor, Illinois Central Gulf Railroad Company, a corporation of the State of Delaware, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, does hereby grant, so far as it lawfully, may to the City of Chicago, Grantee, an easement for an 8 inch potable water line (hereinafter for convenience referred to as "structure"), on and across the land of the said Illinois Central Gulf Railroad Company in the vicinity of Mile Post 11.0, Chicago, in the State of Illinois, as shown in orange on print attached hereto and made a part hereof and more particularly described as follows:

A parcel of land located in the Northwest Quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois described as follows: Commencing at a point on the West line of South Greenwood Avenue (66 feet wide) which is 1473.98 feet South of the South line of East 87th Street (66 feet wide); thence South 00°-03'-25" West along the West line of South Greenwood Avenue, a distance of 33.00 feet; thence South 89°-54'-25" West, a distance of 366.52 feet to the Point of Beginning; thence Northeasterly along the arc of a circle (convex Southeasterly, radius 1100.00 feet, chord North 44°-12'-49" East 20.69 feet) which is 25.0 feet Easterly of and concentric with existing Illinois Central Gulf Railroad Track No. 3 (Canfield and Marigold), an arc distance of 20.69 feet; thence North 43°-45'-49" East along a line 25.0 feet Easterly of and

parallel with Track No. 3 aforesaid, a distance of 26.28 feet; thence North 59°-22'-33" West, a distance of 65.10 feet to a point on the East line of South Dobson Avenue (30.0 feet wide) extended Southerly; thence Southwesterly along the arc of a circle (convex Southeasterly, radius 441.68 feet, chord South 33°-18'-05" West 54.72 feet), an arc distance of 54.75 feet; thence South 68°-19'-49" East, a distance of 57.52 feet to the point of beginning, containing 0.0688 acres, more or less.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained; and the Grantee, by the acceptance of said grant, accepts such conditions and limitations and agrees to the full strict and prompt observance and performance thereof.

1. The easement herein granted is limited to the uses and purposes hereinabove expressed and for no other purpose whatsoever.

2. The Grantor reserves to itself, its licensees, lessees, successors and assigns, the right not only to continue the presence and use of all tracks and other facilities or structures now existing upon or beneath the surface of, or above, the above described premises, but also the right to install and operate additional tracks, facilities and structures upon and beneath the surface of and above the above described premises. The Grantor further reserves the right to grant to others permission to install other facilities and structures, including, but not limited to, underground pipes and conduits upon and beneath the surface of said premises and overhead wires, cables and poles or other structures for the support thereof which may be hereafter located thereon, provided that said installations may be made without substantial interference with the use of said premises as herein provided.

3. Grantee shall perform all the necessary work, furnish all material and labor necessary for the construction, maintenance or reconstruction of said structure in and upon said above mentioned premises and make or cause to be made any changes or alterations in the location or construction of facilities of said Grantor that may be made necessary by the easement herein granted or by the location, construction and use of said structure thereon, and Grantee hereby agrees to assume any and all expense which may be incurred by the Grantor incident to, or as a result of, the exercise of the within grant.

4. The Grantor does not warrant the title to the above described premises in which the foregoing easement is granted and the Grantor does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding, existing liens and superior rights, if any, in and to said premises.

5. The Grantee or Grantee's contractor or contractors, in the event the work to be performed by the Grantee is to be let by contract, shall confer with Grantor's authorized representative before entering upon the tracks and waylands of the Grantor for performance of any construction or maintenance work, or work preparatory thereto, to secure permission for the occupancy and use of Grantor's premises and confer with the Grantor relative to its requirements for clearances, operation and general safety regulations. The Grantor shall have the right, but not the obligation, to furnish Grantee or Grantee's contractor or contractors protective services and devices such as, but not limited to, switchtenders, flagmen, watchmen or others, as Grantor may deem desirable to promote safety and continuity of railroad traffic during progress of the work, for which Grantee or

Grantee's contractor or contractors shall be required to reimburse the Grantor promptly upon receipt of bills, the Grantee to withhold final payment to its contractor or contractors until Grantor has notified Grantee that all such bills have been settled. For any work which is performed by Grantor for Grantee hereby agrees to reimburse the Grantor upon receipt of bills.

6. Cost and expense for work performed by Grantor, as referred to in this agreement, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

7. The Grantee or Grantee's contractor or contractors, in the event the work is let by contract, shall furnish to Grantor evidence of Workmen's Compensation Coverage and shall maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractors public liability and property damage liability insurance, including automobile coverage, with a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6 million for the term of the policy; (B) Contractors' Protective Public Liability and Property Damage Liability Insurance with the same limits, if subcontractors are involved, and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the same limits as prescribed in (A) above, naming Illinois Central Gulf Railroad Company as the insured and containing an endorsement in the form appearing in the Standard Provisions attached to and made a part of this indenture. Grantor shall be furnished with the Railroad Protective Policy and, in addition, certificate or certificates of insurance evidencing the other insurance requirements specified herein. The Railroad Protective Policy and the certificate or certificates of insurance must meet with the approval of the Illinois Central Gulf Railroad Company before any work shall be commenced on Grantor's property by the contractor or contractors.

8. Grantee, as a further consideration and as a condition, without which this easement would not have been granted, agrees to indemnify and save harmless Grantor, its officers, employees and agents and to assume all liability for death or injury to any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and all liability for loss, damage or injury to any property, including, but not limited to, that belonging to the parties hereto together with all liability for any expenses, attorneys' fees and costs incurred or sustained by the Grantor, arising from, growing out of or in any manner or degree directly or indirectly caused by, attributable to or resulting from the exercise of the rights herein granted, or the failure of the Grantee to conform to all the conditions of this easement, or the construction, maintenance, repair renewal, alteration, change, relocation, existence, presence, use operation or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the easement, regardless of any negligence of Grantor, its officers, employees and agents. Grantee agrees also to release and indemnify and save harmless Grantor, its officers, employees and agents from all liability to Grantee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the easement is to be exercised, whether or not the death, injury or damage resulting therefrom shall be due to the negligence of the Grantor, its officers, employees or agents or otherwise. At the election of Grantor, the Grantee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

9. In the event that the use of the aforesaid easement across the said premises for the purposes herein expressed shall be abandoned or otherwise discontinued, the said easement shall thereupon cease and determine; and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the above described premises, and title to said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for the use and occupancy of said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted. Upon termination hereof for any reason whatsoever, the Grantee hereby agrees to restore the premises of the Grantor to a like condition as at present, insofar as the same may be practicable in the opinion of the duly authorized representative of the Grantor.

10. Subject to the provisions of Paragraph 9 hereof, this indenture shall run with the land and be binding upon the grantees, successors, lessees and assigns of the parties hereto, but nothing contained in this section shall be considered to authorize the Grantee to assign this indenture without the written consent of the Grantor first had.

In Witness Whereof, the Grantor has caused this instrument to be signed and its corporate seal to be hereunto affixed by its duly authorized officers as of the _____ day of _____, 19____.

[Signature forms omitted for printing purposes.]

SECTION 2. This ordinance shall be in effect immediately upon its passage.

[Exhibits attached to this ordinance printed on page
16107 thru 16108 of this Journal.]

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SUNDRY LOCATIONS.

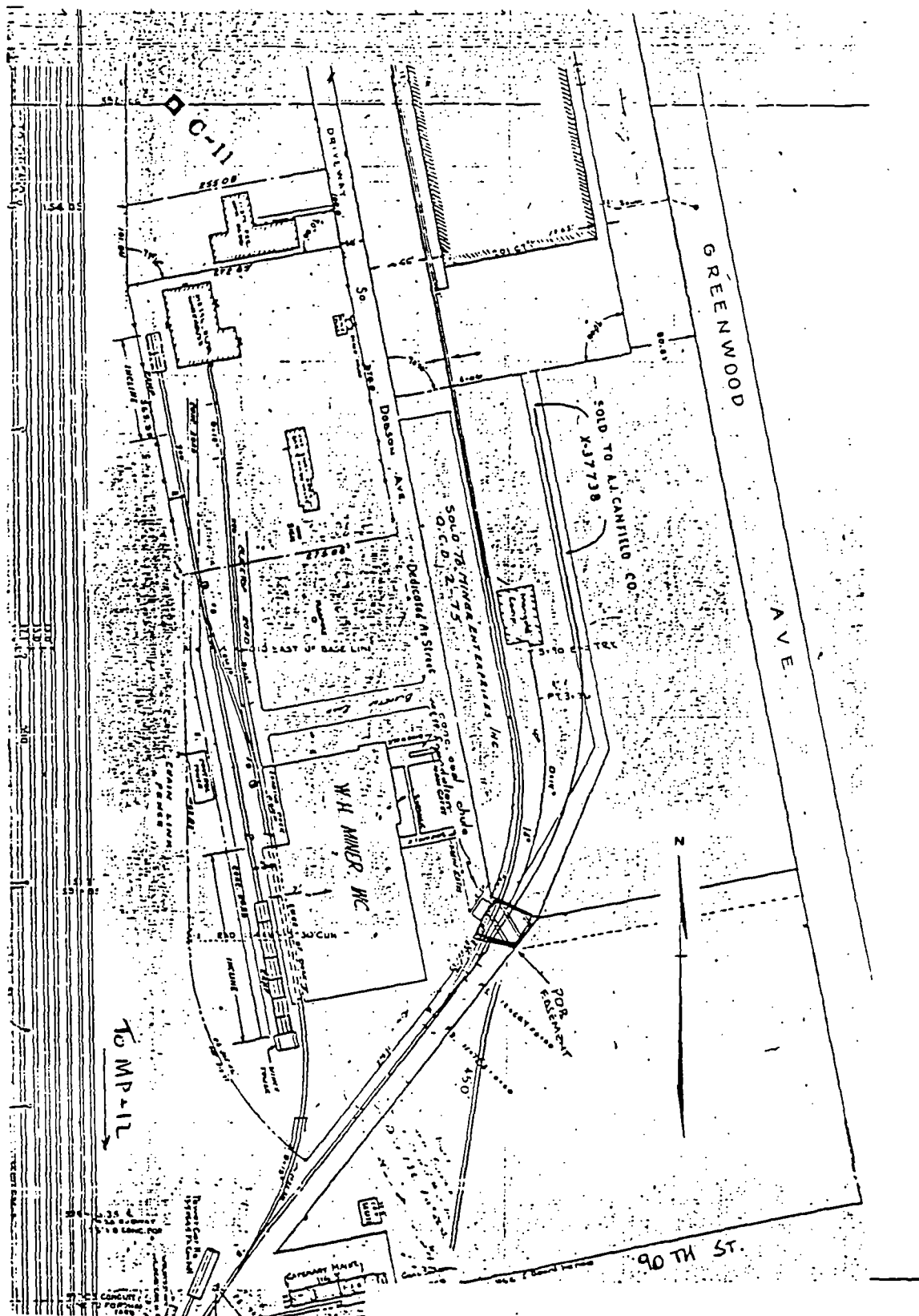
The Committee on Finance submitted eight proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at sundry locations.

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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

(Continued on page 16109)



CHICAGO, ILLINOIS

ORANGE OUTLINE INDICATES LIMITS OF AN EASEMENT FOR
A WATER PIPELINE

SCALE: NONE

DATE: 3-9-65

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, a Notary Public in and for said
County and State, hereby certify that _____,

Vice President of the aforesaid ILLINOIS CENTRAL
GULF RAILROAD COMPANY, who is personally known to me, and known to be
such Vice President of said corporation, and the

same person whose name is subscribed in the above instrument as such

Vice President appeared before me this day in
person in said State and County, and being by me duly sworn, did say
that he was on the date of the execution of the said instrument

Vice President of the said corporation, and that the seal
affixed to said instrument is the corporate seal of said corporation,
and that the said instrument was signed and sealed in behalf of said
corporation by authority of its Board of Directors, and he acknowledged
that he, being informed of the contents of the instrument as such

Vice President signed, sealed and delivered the
said instrument by signing the name of the corporation by himself
as Vice President as his own free and voluntary
act as Vice President and as the free and voluntary
act and deed of the said corporation for the uses and purposes therein
set forth. I further certify that the seal of said corporation as
affixed to said instrument was attested and proven before me by

_____, as Secretary of said corporation.

Given under my hand and seal of office in Chicago, Cook County,
Illinois, this _____ day of _____, 19____.

Notary Public

My Commission Expires _____.

(Continued from page 16106)

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Catherine Avenue from 604 feet to 771 feet of W.W.L. of North Delphia Avenue, 167 feet of 8-inch ductile iron water pipe; at the total estimated cost of \$13,000.00, chargeable to Reimbursable Funding --Refundable Deposit Number 03555.

The above work is to be done under Order No. A-00074.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 93rd Street between South Drexel Avenue and South Greenwood Avenue, 1009 feet of 8-inch ductile iron water pipe; at the total estimated cost of \$125,034.96, chargeable to 1985 Appropriation Ordinance Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00038.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Grace Street between North Ashland Avenue and North Southport Avenue, 1297 feet of 8-inch ductile iron water pipe; at the total estimated cost of \$143,423.78, chargeable to 1985 Appropriation Ordinance Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00055.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Hoyne Avenue between 51st Street and West 52nd Street and West 51st Place between South Hoyne Avenue and 570 feet W.W.L. of South Hoyne Avenue, 637 feet of 12-inch ductile iron water pipe and 521 of 8-inch ductile iron water pipe; at the total estimated cost of \$140,527.83, chargeable to Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00055.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Hoyne Avenue between West Wabansia Avenue and West Churchill Street; and between West Cortland Street and West Armitage Avenue; 884 feet of 8-inch ductile iron water pipe; and 500 of 8-inch ductile iron water pipe, respectively at the total estimated cost of \$162, 301.82, chargeable to 1985 Appropriation Ordinance Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00008.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Normal Avenue between West 81st Street and West 80th Street; 665 feet of 8-inch ductile iron water pipe at the total estimated cost of \$81,159.46, chargeable to 1985 Appropriation Ordinance Account Number 200- (7930) -- Construction.

The above work is to be done under Order No. 75192.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Washtenaw Avenue between West Belmont Avenue and West Melrose Street 295 feet of 12-inch ductile iron water pipe at the total estimated cost of \$41,785.32, chargeable to 1985 Appropriations Ordinance Account Number 200(7930) -- Construction.

The above work is to be done under Order No. A-00014.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Albany Avenue between West Belmont Avenue and West Roscoe Street 1247 feet of 8-inch ductile iron water pipe at the total estimated cost of \$145,471.95, chargeable to 1985 Appropriation Ordinance Account Number 200- (7930) -- Construction.

The above work is to be done under Order No. 75187.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL
LICENSE FEE FOR SPECIAL POLICEMEN
EMPLOYED BY CERTAIN NOT-FOR-
PROFIT-INSTITUTIONS.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- *None*.

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

Illinois Masonic Medical Center.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 43 Special Policemen and shall pay a fee of \$10.00 per license for the year 1985:

Illinois Masonic Medical Center
No. 836 W. Wellington Ave.

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

Roseland Community Hospital Association.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs fifteen Special Police and shall pay a fee of \$10.00 per license for the year 1985:

Roseland Community Hospital Association
No. 45 W. 111th Street.

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

South Chicago Community Hospital.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 26 Special Police and shall pay a fee of \$10.00 per license for the year 1985:

South Chicago Community Hospital
No. 2320 E. 93rd Street.

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

AUTHORITY GRANTED FOR INSTALLATION OF STREET
LIGHT AT 3823 SOUTH HERMITAGE AVENUE.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a "Street Light" in front of 3823 South Hermitage Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named. The

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

[Regular Orders printed on pages 16114 thru 16118 of
this Journal.]

and

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

[Third Party Orders printed on pages 16119 thru 16120
of this Journal.]

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 April 25, 1985, 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:

(Continued on page 16121)

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TERMINAL--W3
OPERATOR--JAC

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/15/85

REGULAR ORDERS

REPORT DATE 5/15/85
PROGRAM--PC2070

EMPLOYEE NAME	RAVE	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALTMAN	DALE S	YOUTH DIVISION AREA FIVE	10/03/84	175.00
ANCARVIE	KENNETH	FIFTEENTH DISTRICT	9/23/84	40.00
ARCE	JAMES	FOURTEENTH DISTRICT	4/04/84	976.55
ARMIE	WILLIAM J JR	FIRST DISTRICT	11/07/84	15.00
ATKINSON	ELMER	SIXTH DISTRICT	12/11/84	1055.80
AUSTIN	OTIS	TWENTY-SECOND DISTRICT	7/31/84	320.00
BAVER	VERNON	ELEVENTH DISTRICT	3/31/81	30.00
BELTH	DALE	FOURTH DISTRICT	10/19/84	2954.80
BENNETT	EVERETT	FIFTEENTH DISTRICT	12/24/84	13.00
BROWN	OSCAR B	SIXTH DISTRICT	10/10/84	252.45
BULL	WALTER	SIXTH DISTRICT	7/14/84	3544.75
BURKE	THOMAS	FIFTH DISTRICT	5/28/84	35.00
BUTLER	THOMAS J	FOURTH DISTRICT	12/22/84	160.00
BYRNE	VINCENT J	NINETEENTH DISTRICT	7/07/84	14.00
CADDER	MICHAEL	TWENTY-SECOND DISTRICT	7/13/83	121.80
CANNON	JOHNNY	FIFTEENTH DISTRICT	9/11/84	40.00
CANNON	JOHN	SEVENTEENTH DISTRICT	9/25/84	11.00
CUMMINGS	DENNIS J	ELEVENTH DISTRICT	7/26/84	40.00
DALY	DANIEL E	FOURTEENTH DISTRICT	7/22/84	40.00
DALY	DANIEL E	FIRST DISTRICT	10/19/84	14.00
DARRELL	DANIEL A	FIFTEENTH DISTRICT	12/18/84	11.00
DEARIST	ROTHA R	TENTH DISTRICT	11/16/84	68.50
DEWELLY	RICHARD	TENTH DISTRICT	4/23/84	20.00
FLANAGAN	JOHN N	TWENTY-FIRST DISTRICT	1/23/84	42.50
FLANAGAN	JOHN N	NINTH DISTRICT	4/10/84	66.00
FALLNER	JOSEPH M	TWENTY-SECOND DISTRICT	11/30/84	171.00
FALLNER	JOHN T	TENTH DISTRICT	12/19/84	20.00
GOFF	FRANK G	HARCUTIC GENERAL ENFORCEMENT	3/15/84	13.00
GOFF	FRANK G	FOURTEENTH DISTRICT	12/26/82	250.00
GOFF	ALBERT	TENTH DISTRICT	11/19/84	25.00
GOFF	ALBERT	LAINE UNIT	11/17/84	70.00
GOFF	ALBERT	THIRD DISTRICT	5/24/82	60.00
GOFF	ALBERT	SECOND DISTRICT	4/24/84	413.00
GOFF	ALBERT	CARL CRIMES ENFORCEMENT DIVISION	10/13/84	145.50
GOFF	ALBERT	SIXTH DISTRICT	5/26/84	1837.15
GOFF	ALBERT	SIXTH DISTRICT	12/06/84	413.00
GOFF	ALBERT	TWENTY-FIRST DISTRICT	2/28/79	4087.65
GOFF	ALBERT	THIRTEENTH DISTRICT	5/24/84	50.00
GOFF	ALBERT	DETECTIVE DIV AREA 1 VIOLENT C	9/10/84	25.00
GOFF	ALBERT	SECOND DISTRICT	1/10/84	3727.53
GOFF	ALBERT	THIRTEENTH DISTRICT	7/07/84	15.00
GOFF	ALBERT	SIXTH DISTRICT	2/15/84	15.00
GOFF	ALBERT	PUBLIC HOUSING DIVISION-NORTH	12/06/84	172.00
GOFF	ALBERT	TWENTY-FIRST DISTRICT	12/12/84	101.00
GOFF	ALBERT	SIXTH DISTRICT	1/04/85	70.00
GOFF	ALBERT	SIXTH DISTRICT	1/04/85	114.00
GOFF	ALBERT	NINTH DISTRICT	3/30/84	14.50
GOFF	ALBERT	TRAFFIC COURT SECTION	12/20/83	24869.11
GOFF	ALBERT	THIRTEENTH DISTRICT	1/23/85	53.75

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TERMINAL--W3
OPERATOR--AC

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/15/85

REGULAR ORDERS

REPORT DATE 5/15/85
PROGRAM--PROBIC

NAME	RELATIVE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
POWELL	TIMOTHY A	POLICE OFFICER	SEVENTH DISTRICT	9/24/84	15.00
APPELSEN	ANTHONY M	POLICE OFFICER	FOURTEENTH DISTRICT	7/24/84	14.00
KRISACKA	JIM A	POLICE OFFICER	FIRST DISTRICT	8/10/84	440.00
POCINSKI	DANIEL V	POLICE OFFICER	MOTOR MAINTENANCE DIVISION	6/16/83	775.50
KUPFELTH	BERNARD T	POLICE OFFICER	FOURTH DISTRICT	6/18/84	3846.20
LAGER	EDGER E	POLICE OFFICER	EIGHTH DISTRICT	1/26/84	1265.00
LEIGHT	JESSE H	POLICE OFFICER	TENTH DISTRICT	12/30/84	18.00
LEONARD	ANTHONY	POLICE OFFICER	FIFTEENTH DISTRICT	10/23/84	57.60
LUCI	JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	9/21/84	86.00
LUCAT	JOHN P	POLICE OFFICER	TENTH DISTRICT	1/20/85	158.00
LUCAT	JOHN P	POLICE OFFICER	FOURTH DISTRICT	6/07/84	13.75
LUCI	CASIMIR S	POLICE OFFICER	SIXTEENTH DISTRICT	1/28/85	111.00
MAJOR	EDWARD J	POLICE OFFICER	TENTH DISTRICT	1/25/84	20.00
MAJOR	JAMES H	SERGEANT	THIRTEENTH DISTRICT	11/22/84	265.00
MAJONE	WAYNE J	POLICE OFFICER	FOURTH DISTRICT	10/28/84	42.00
MARSH	ACHILLE S	POLICE OFFICER	FOURTEENTH DISTRICT	1/15/85	113.00
MARSH	JOHN J	POLICE OFFICER	EIGHTEENTH DISTRICT	1/17/85	118.50
MARTIN	JOHN J	POLICE OFFICER	TWELFTH DISTRICT	12/11/84	88.50
MATOSZAK	MARCELIN S	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	12/12/84	5749.53
MAY	MARCELIN S	POLICE OFFICER	THIRTEENTH DISTRICT	1/04/85	23.00
MAY	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	1/17/85	143.50
MAY	EDWARD	POLICE OFFICER	TENTH DISTRICT	6/21/84	25.00
MCCARD	THOMAS W	POLICE OFFICER	SECOND DISTRICT	1/19/85	336.03
MCCARTHY	JOHN	POLICE OFFICER	STATIN DISTRICT	11/27/84	3722.61
MCCARTHY	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/17/84	256.00
MCCARTHY	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/18/84	65.40
MCCARTHY	JOHN	POLICE OFFICER	TENTH DISTRICT	12/19/84	20.00
MCCARTHY	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	3/07/84	180.00
MCCARTHY	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	1/26/85	271.50
MCCARTHY	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	1/05/85	92.00
MCCARTHY	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	12/29/84	23.00
MCCARTHY	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	9/08/84	50.00
MCCARTHY	JOHN	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/02/84	515.00
MCCARTHY	JOHN	POLICE OFFICER	THIRD DISTRICT	7/22/81	56.00
MCCARTHY	JOHN	POLICE OFFICER	ELEVENTH DISTRICT	10/21/84	50.00
MCCARTHY	JOHN	POLICE OFFICER	DEFECTIVE DIV AREA 4 VIOLENT C	1/28/85	69.00
MCCARTHY	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	1/29/85	95.00
MCCARTHY	JOHN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/21/84	75.00
MCCARTHY	JOHN	POLICE OFFICER	THIRD DISTRICT	3/22/83	157.00
MCCARTHY	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/83	3226.00
MCCARTHY	JOHN	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	1/08/85	135.25
MCCARTHY	JOHN	POLICE OFFICER	FIRST DISTRICT	1/29/85	181.00
MCCARTHY	JOHN	POLICE OFFICER	VIC CONTROL SECTION	1/06/85	105.50
MCCARTHY	JOHN	POLICE OFFICER	YOUTH DIVISION AREA THREE	2/15/84	364.00
MCCARTHY	JOHN	POLICE OFFICER	SEVENTH DISTRICT	11/16/84	14.00
MCCARTHY	JOHN	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	12/29/84	23.00
MCCARTHY	JOHN	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	53871.24
MCCARTHY	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/84	600.00
MCCARTHY	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	1/10/85	121.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/15/85

REGULAR ORDERS

REPORT DATE 5/15/85
PROGRAM--DPHOTO

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PHILLIPS	POLICE OFFICER	TWENTIETH DISTRICT	1/21/85	80.00
PINNA	POLICE OFFICER	NINETEENTH DISTRICT	1/11/85	124.00
PRESKI	POLICE OFFICER	NINTH DISTRICT	4/04/84	13.00
PRUSANK	POLICE OFFICER	FOURTEENTH DISTRICT	8/03/84	14.00
QUATTROCHI	POLICE OFFICER	EIGHTEENTH DISTRICT	1/30/85	67.00
RAMIREZ	POLICE OFFICER	MARCOTIC GENERAL ENFORCEMENT	1/08/85	337.00
REID	POLICE OFFICER	EIGHTEENTH DISTRICT	1/14/85	200.50
REITER	POLICE OFFICER	EIGHTEENTH DISTRICT	9/30/84	90.00
RIVEPA	POLICE OFFICER	GOVERNMENT SECURITY DETAIL	9/10/84	99.00
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/07/85	134.00
RUSSELLINI	POLICE OFFICER	SEVENTEENTH DISTRICT	1/05/85	200.00
POUSSELL	POLICE OFFICER	SIXTEENTH DISTRICT	1/27/85	71.00
POYSER	POLICE OFFICER	TWENTIETH DISTRICT	9/28/84	3608.00
RUMONSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/12/85	197.00
RUSCH	POLICE OFFICER	SIXTEENTH DISTRICT	9/11/84	134.00
SACNY	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/85	63.50
SAPANTA	POLICE OFFICER	NINTH DISTRICT	1/04/85	23.00
SCANLAN	POLICE OFFICER	FOURTH DISTRICT	1/19/85	129.00
SCHENKHOFF	POLICE OFFICER	TWENTIETH DISTRICT	6/29/84	501.00
SCHUBERT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	1/05/85	113.00
SCHUBERT	POLICE OFFICER	CANINE UNIT	1/31/85	216.50
SELLERS	SERGEANT	NINTH DISTRICT	6/30/84	1230.00
SMITH	POLICE OFFICER	ELEVENTH DISTRICT	10/23/84	30.00
SMITH	POLICE OFFICER	SEVENTH DISTRICT	5/18/84	170.00
SMITKA	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	1/23/85	394.00
SPRAGGINS	POLICE OFFICER	SECOND DISTRICT	1/14/85	397.00
STASTROPOULOS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIST	1/12/85	83.00
STEFAN	POLICE OFFICER	SEVENTH DISTRICT	10/31/84	105.00
STEHLIN	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/13/84	45.00
STEIN	POLICE OFFICER	NINTH DISTRICT	11/13/84	107.25
STEVENS	POLICE OFFICER	FIFTEENTH DISTRICT	5/27/84	50.00
STEWART	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/31/85	65.00
STEWART	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	1/04/85	76.75
SULTVAN	POLICE OFFICER	NINTH DISTRICT	1/18/85	298.50
SWICK	POLICE OFFICER	FOURTH DISTRICT	11/19/84	421.00
SWIZZUPANAK	POLICE OFFICER	VICE CONTROL SECTION	9/08/84	488.00
TERMINI	POLICE OFFICER	SEVENTEENTH DISTRICT	6/04/81	140.00
TODD	POLICE OFFICER	SIXTH DISTRICT	5/09/84	303.00
TURANO	POLICE OFFICER	TWELFTH DISTRICT	2/16/84	2817.75
TURRISE	POLICE OFFICER	EIGHTH DISTRICT	7/23/84	974.20
ULLRICH	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	1/04/85	83.50
URBANIAK	POLICE OFFICER	TWELFTH DISTRICT	5/17/84	16.25
VALDE	POLICE OFFICER	FIRST DISTRICT	1/23/85	187.50
VENTICINQUE	POLICE OFFICER	TWENTIETH DISTRICT	11/28/84	7.00
WATSON	POLICE OFFICER	SECOND DISTRICT	12/22/84	14.00
WEAVER	POLICE OFFICER	SEVENTH DISTRICT	5/15/84	82.00
WEGNER	POLICE OFFICER	TENTH DISTRICT	9/15/84	25.00
WELCHIK	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/18/85	254.50
WESLEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/84	38.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/15/85

REGULAR ORDERS

REPORT DATE 5/15/85
ORDERS--REPORTS

EMPLOYEE NAME	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WICK, MICHAEL A	POLICE OFFICER	SEVENTEENTH DISTRICT	1/03/84	2388.20
WILLIAMS, CLARENCE	POLICE OFFICER	SEVENTH DISTRICT	10/19/84	15.00
WILLIAMS, DONALD	POLICE OFFICER	NINTH DISTRICT	5/28/83	25.00
WILLIAMS, DONALD	POLICE OFFICER	TWELFTH DISTRICT	11/08/84	32.00
WILLIAMS, DONALD	POLICE OFFICER	THIRTY-SECOND DISTRICT	1/10/85	105.95
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 124	10/30/84	1085.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 12	1/29/85	40.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 142	9/28/84	440.25
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 65	1/25/85	61.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 110	11/10/84	75.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 19	1/11/84	15.00
WILLIAMS, DONALD	POLICE OFFICER	DISTRICT RELIEF 3	9/12/84	1534.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 1	10/28/84	318.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 8	4/09/83	2536.66
WILLIAMS, DONALD	POLICE OFFICER	SQUAD 1	1/30/85	20.00
WILLIAMS, DONALD	POLICE OFFICER	SQUAD 5	6/19/84	32.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 51	9/29/84	88.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 106	2/05/84	554.20
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 48	1/14/85	42.00
WILLIAMS, DONALD	POLICE OFFICER	DISTRICT RELIEF 5	4/16/84	105.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 10	11/06/84	59.00
WILLIAMS, DONALD	POLICE OFFICER	AMBULANCE 4	5/26/84	1190.50
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 28	12/10/82	237.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 3	11/20/84	16.00
WILLIAMS, DONALD	POLICE OFFICER	AMBULANCE 36	10/20/84	70.00
WILLIAMS, DONALD	POLICE OFFICER	AMBULANCE 5	12/20/84	47.27
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 50	11/14/84	462.30
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 44	1/26/85	74.00
WILLIAMS, DONALD	POLICE OFFICER	SQUAD 2	5/16/84	30.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 95	8/13/84	110.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 45	12/16/84	62.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 2	9/23/84	45.00
WILLIAMS, DONALD	POLICE OFFICER	AMBULANCE 14	5/05/83	68.40
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 14	11/22/84	40.00
WILLIAMS, DONALD	POLICE OFFICER	AMBULANCE 14	11/15/84	150.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 15	3/01/84	63.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 49	5/19/84	37.00
WILLIAMS, DONALD	POLICE OFFICER	SQUAD 1	1/25/84	966.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 101	11/03/83	195.00
WILLIAMS, DONALD	POLICE OFFICER	SQUAD 1	1/02/84	40.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 19	2/19/83	49.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 82	11/29/84	15.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 28	12/24/83	13.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 129	12/24/84	2970.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 35	1/20/85	31.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 116	2/17/84	64.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 95	1/29/85	13.00
WILLIAMS, DONALD	POLICE OFFICER	TRUCK 14	11/16/84	98.00
WILLIAMS, DONALD	POLICE OFFICER	ENGINE COMPANY 16	9/31/83	50.00

REPORT DATE 5/15/85
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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/15/85

REGULAR ORDERS

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EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SEGUIN	ENGINEER	DISTRICT RELIEF 5	1/11/84	18.00
SLOVAN	CAPTAIN	TRUCK 20	11/11/84	195.00
STIZ-IRAT	FIREFIGHTER	TRUCK 48	9/17/84	20.00
STANTEC	FIREFIGHTER	ENGINE COMPANY 106	12/06/84	35.00
STEFANLAND	FIREFIGHTER	ENGINE COMPANY 35	7/26/84	39.50
STULL	FIREFIGHTER	ENGINE COMPANY 120	10/28/83	37.00
SUPAPE	LIEUTENANT	DISTRICT RELIEF 6	4/29/84	6627.15
THIGPEN	FIREFIGHTER	TRUCK 11	10/23/84	150.00
TRICH	PARAMEDIC	AMBULANCE 4	1/23/84	98.00
VARKALIS	ENGINEER	ENGINE COMPANY 26	8/24/84	596.00
VULICH	FIREFIGHTER	TRUCK 1	9/12/84	2377.55
WASHUR	FIREFIGHTER	TRUCK 15	1/25/84	472.15
WALSH	FIREFIGHTER	TRUCK 47	1/19/85	40.00
WITT	FIREFIGHTER	ENGINE COMPANY 45	11/25/84	17.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/15/85

THIRD PARTY ORDERS

PRINT DATE 5/15/85
PRINTER--PC-170

ADDRESS	NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALSTON	CHARLES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/10/84	970.00
ARMSTRONG	RONALD A	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/20/85	553.00
ARMSTRONG	JOHN V	POLICE OFFICER	ELEVENTH DISTRICT	2/16/85	331.75
ARMSTRONG	PATRICK E	POLICE OFFICER	FIFTEENTH DISTRICT	2/24/85	538.00
BARTON	STEPHEN	DISTRICT COMMANDER	DEFECTIVE DIV AREA 1 VIOLENT C	1/25/85	126.00
BARTON	JOHN J	POLICE OFFICER	DEFECTIVE DIV AREA 1 PROPERTY	5/29/84	165.00
BARTON	STEPHEN E	POLICE OFFICER	FIFTEENTH DISTRICT	1/26/85	336.00
BARTON	JACK E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/24/84	48.00
BARTON	MARTIN J JR	POLICE OFFICER	NINTH DISTRICT	1/29/85	182.00
BARTON	JAMES M	POLICE OFFICER	TENTH DISTRICT	4/15/84	1380.00
BARTON	HAYMAN	POLICE OFFICER	ENFORCEMENT SECTION	1/11/85	321.08
BARTON	WILLIAM S	POLICE OFFICER	ENFORCEMENT SECTION	4/30/83	20.00
BARTON	PHILIP	POLICE OFFICER	EIGHTH DISTRICT	1/19/85	238.00
BARTON	PHILIP	POLICE OFFICER	SEVENTH DISTRICT	1/17/85	450.00
BARTON	RICARD D	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/21/84	40.00
BARTON	JOHN C	POLICE OFFICER	TENTH DISTRICT	5/22/81	25.00
BARTON	DAVID	POLICE OFFICER	SEVENTH DISTRICT	7/25/84	25.00
BARTON	MARTIN S	POLICE OFFICER	NINTH DISTRICT	11/29/83	23.50
BARTON	MICHAEL	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83	45.00
BARTON	JOSEPH A	LIEUTENANT	PUBLIC HOUSING DIVISION--SOUTH	12/16/83	1002.50
BARTON	KATHERINE	POLICE OFFICER	SECOND DISTRICT	1/01/85	78.00
BARTON	GAIL L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/23/85	42.00
BARTON	VERANCE	POLICE OFFICER	FIFTH DISTRICT	2/28/85	696.00
BARTON	JOHN F	POLICE OFFICER	SEVENTH DISTRICT	1/10/85	1430.00
BARTON	FERNARD J	POLICE OFFICER	DEFECTIVE DIV AREA 5 PROPERTY	1/23/85	180.00
BARTON	SHALL L	POLICE OFFICER	SPECIAL OPERATIONS GROUP--NORTH	2/11/85	317.00
BARTON	JOHN C	POLICE OFFICER	UNAPPEAL ENFORCEMENT	2/21/85	183.00
BARTON	CHARLES R	POLICE OFFICER	DETACHED SERVICES--MISCELLANEOUS	5/29/84	35.50
BARTON	WENDY S	POLICE OFFICER	DEFECTIVE DIV AREA 2 VIOLENT C	2/18/85	224.00
BARTON	JOSEPH D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/20/85	270.00
BARTON	EARL	POLICE OFFICER	SPECIAL OPERATIONS GROUP--NORTH	2/11/85	187.00
BARTON	OLIVER L	POLICE OFFICER	ENFORCEMENT SECTION	1/20/85	95.00
BARTON	OLIVER L	POLICE OFFICER	INTERSECTION CONTROL UNIT	2/20/85	502.25
BARTON	ANDREW L	POLICE OFFICER	FIFTEENTH DISTRICT	1/22/85	313.20
BARTON	GAILER M	POLICE OFFICER	CARLINE UNIT	11/02/84	1174.50
BARTON	EDWARD A	POLICE OFFICER	PUBLIC HOUSING DIVISION--SOUTH	1/25/85	78.00
BARTON	JOHN E	POLICE OFFICER	YOUTH DIVISION AREA FIVE	2/04/85	371.00
BARTON	KA NAM	POLICE OFFICER	UNAPPEAL ENFORCEMENT	12/13/84	50.00
BARTON	JOHN C	POLICE OFFICER	SEVENTEENTH DISTRICT	1/12/85	152.00
BARTON	JOHN C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/26/85	115.00
BARTON	JOHN C	POLICE OFFICER	SEVENTEENTH DISTRICT	11/01/82	153.61
BARTON	JOHN C	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/23/84	342.35
BARTON	JOHN C	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/11/85	99.00
BARTON	JOHN C	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/11/85	55.00
BARTON	JOHN C	POLICE OFFICER	SEVENTH DISTRICT	9/03/84	105.00
BARTON	JOHN C	POLICE OFFICER	EIGHTH DISTRICT	10/02/84	75.00
BARTON	JOHN C	POLICE OFFICER	EIGHTH DISTRICT	1/19/85	269.00
BARTON	JOHN C	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/10/85	417.00
BARTON	JOHN C	POLICE OFFICER	FOURTEENTH DISTRICT	1/11/85	497.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/15/85

THIRD PARTY ORDERS

REPORT DATE 5/15/85
PROGRAM--OFFICE

***** OFFICIAL NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MISKAPITA	POLICE OFFICER	PUBLIC HOUSING DIVISION--SOUTH	1/25/85	78.00
NEALIS	POLICE OFFICER	TENTH DISTRICT	1/10/85	388.00
NYMAN	POLICE OFFICER	DETACHED SERVICES--MISCELLANEOUS	5/29/84	335.00
ODONNELL	POLICE OFFICER	TWENTIETH DISTRICT	7/24/84	35.00
ODONNELL	POLICE OFFICER	TWENTIETH DISTRICT	1/19/85	181.00
PARALTIU	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/07/85	269.00
PARTIN	POLICE OFFICER	YOUTH DIVISION AREA TWO	11/09/84	13.00
PAUCAL	POLICE OFFICER	FINANCIAL INVESTIGATION UNIT	1/31/85	420.05
PIPPA	JURISTRICT COMMANDER	DETECTIVE DIV AREA 2 VIOLENT C	1/13/85	241.00
PHILLIPS	POLICE OFFICER	TWENTIETH DISTRICT	12/14/84	830.00
RIZZO	POLICE OFFICER	TWELFTH DISTRICT	1/27/85	328.00
ROBINSON	POLICE OFFICER	THIRD DISTRICT	12/09/84	192.90
RODRIGUEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/21/85	344.10
THOMAS	SERGEANT	SIXTEENTH DISTRICT	1/24/85	195.00
SCALIN	POLICE OFFICER	NINTH DISTRICT	1/26/85	1257.90
SCHEIDER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/84	25.00
SHIRKES	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/18/84	25.50
SILITA	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	11/19/83	535.00
SULTSIAN	POLICE OFFICER	PUBLIC HOUSING DIVISION--NORTH	1/23/83	320.00
SCRAVES	POLICE OFFICER	SECOND DISTRICT	1/09/85	418.00
STEIN	POLICE OFFICER	NINTH DISTRICT	1/06/85	883.90
STEPHENS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/10/85	143.50
STEWART	JURISTRICT COMMANDER	DETECTIVE DIV AREA 1 VIOLENT C	1/25/85	156.00
STEWART	POLICE OFFICER	FOURTH DISTRICT	1/24/85	129.40
STUCH	POLICE OFFICER	TWENTIETH DISTRICT	1/19/85	321.50
THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	1/12/85	137.00
THOMPSON	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	1/23/85	85.00
THORPE	POLICE OFFICER	THIRD DISTRICT	12/24/84	5643.65
THORPE	POLICE OFFICER	EIGHTH DISTRICT	3/28/82	175.00
WASICKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/29/81	35.00
WISNER	POLICE OFFICER	LIGHTFENTH DISTRICT	12/09/84	36.50
WISNER	PARAMEDIC	AMBULANCE 3	11/20/84	162.50
WISNER	FIREFIGHTER	ENGINE COMPANY 56	2/71/85	8129.53
WISNER	FIREFIGHTER	TRUCK 27	9/27/84	864.00
WISNER	LIEUTENANT	ENGINE COMPANY 73	12/30/83	25.00
WISNER	LIEUTENANT	ENGINE COMPANY 30	1/01/83	51.00
WISNER	FIREFIGHTER	AMBULANCE 45	9/29/84	1402.60
WISNER	PARAMEDIC	AMBULANCE 44	6/16/84	247.00
WISNER	FIREFIGHTER	TRUCK 22	9/27/84	56.00
WISNER	PARAMEDIC	AMBULANCE 5	9/07/84	143.00

(Continued from page 16113)

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:

Name and Address	Warrant Number and Type of Inspection	Amount
Illinois Institute of Technology, 3300 South Federal Street.	B1-408972	\$69.00
	B1-417023 (Bldg. Insp.)	57.50
	F4-512110 (Mech. Vent.)	390.00
LaRabida Children's Hospital and Research Center 6501 South Promontory Drive	D1-501630	16.00
	D1-501631	28.00
	D1-501632	28.00
	D1-501633 (Sign Insp.)	28.00
University of Chicago (Sundry Locations)	5 Special Departmental	94.00
	Services Performed.	29.00
		152.00
		116.00
		58.00

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS
AND LICENSE FEE EXEMPTIONS FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.**

The Committee on Finance to which had been referred (February 4, 13, March 20, 27 and April 18, 25, 1985) sundry proposed ordinances transmitted therewith to authorize the

issuance of a free permit and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

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

FREE PERMIT.

Bethel New Life, Incorporated.

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 Bethel New Life, Incorporated for rehabilitating existing structure on the premises known as 4320 W. Madison 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.

LICENSE FEE EXEMPTIONS.

Day Care Center.

Congregation Shaare Tikvah.

Ordered, That the City Comptroller is hereby authorized and directed to refund Day Care License fee, in the amount of \$75.00 for the year April 30, 1984 to April 30, 1985, paid by Congregation Shaare Tikvah, 5800 N. Kimball Avenue.

Day Care Centers.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expires April 30, 1986:

Altgeld Nursery School Council Inc., 941 S. 132nd Street

Beacon Head Start Center, 1440 S. Ashland Avenue

Bethel Day Care Center, 1434 S. Laflin Street

Bray Temple Christian Methodist Episcopal Church Day Care Center, 7300 S. Greenwood Avenue

C.A.M. Garfield Park Day Care Center, 4100 W. Jackson Boulevard

Chatham Avalon Nursery and Kindergarden, 26 E. 79th Street

Chicago Child Care Society -- Day Care Center, 5467 S. University Avenue

Chicago Commons Association/Emerson House Day Care Center, 645 N. Wood Street

Chicago Commons Association/Olivet Community Center, 1441 N. Cleveland Avenue

Chinese Christian Union Church Day Care Center, 2301 S. Wentworth Avenue

Chicago Youth Center -- Day Care Center, 7601 S. Phillips Avenue

Christian Action Ministry Pre School, 5130 W. Jackson Boulevard

Cordi-Marian Settlement, 1100 S. May Street

Mary Crane League Day Care Center, 2905 N. Leavitt Street

Duncan Y.M.C.A. Day Care Center, 1001 W. Roosevelt Road

Edison L. Hoard Day Care Center (Center for New Horizons, Inc.), 3948 S. State Street

El Hogar Del Nino/Cuidar Day Care Center, 2325 S. California Avenue

El Hogar Del Nino/Cuidar Day Care Center, 1854 S. Racine Avenue

Emmanuel Community Church Day Care Center, 618 E. 72nd Street

Erie Neighborhood House Day Care Center, 1347 W. Erie Street

Faith Evangelical Lutheran Day Care Center, 6201 W. Peterson Avenue

5th City Preschool, 4315 W. Fifth Avenue

First Presbyterian Church of Chicago Day Care Center, 6400 S. Kimbark Avenue

Golden Day Care Center, 432 E. 134th Street

Good Shepard Lutheran Church Day Care Center, 4200 W. 62nd Street

Grant Memorial Day Care School, 4017 S. Drexel Boulevard

Florence G. Heller Jewish Community Center, 524 W. Melrose Street

High Ridge Y.M.C.A. of the Y.M.C.A. of Metropolitan Chicago, 2424 W. Touhy Avenue

Holy Family After School Center, 524 W. Hobbie Street

Bernard Horwich Day Care Center, 3003 W. Touhy Avenue

Howard Area Community Day Care Center, 7648 N. Paulina Street

Hyde Park Unitarian Cooperative School, 5650 S. Woodlawn Avenue

Hyde Park Union Church Nursery School, 5600 S. Woodlawn Avenue

Infant Welfare Society Day Care Center, 1931 N. Halsted Street

Ingleside Headstart and School Age, 939 E. 72nd Street

Ida B. Wells Day Care Center (Centers for New Horizons, Inc.), 3641 S. Rhodes

Kiddie Play School (formerly Northwest Child Development Center), 5242 W. North Avenue

Korean American Community Services, 5110 W. Diversey Avenue

Lambs of the Fold Preschool and Day Care Center, 5110 W. Diversey Avenue

Lakeview Child Care Center, 900 W. Oakdale Avenue

Lincoln Park Parent and Child Care Center (Young Men's Jewish Council), 957 W. Grace Street

Lutheran Day Nursery, 1802-1808 N. Fairfield Avenue

Lydia Home Association, 4300 W. Irving Park Road

Lydia Home Association Day Care Center, 4300 W. Irving Park Road

Marcy-Newberry Association, Inc. Day Care Center, 1073 W. Maxwell Street

Marcy-Newberry Association, Inc. Day Care Center, 1539 S. Springfield Avenue

Marillac House Class I Day Care Center, 2822 W. Jackson Boulevard

The Mary Meyer School Day Care Center, 2817 N. Pine Grove Avenue

The Melrose School Day Care Center, 524 W. Melrose Street

Mary McCollum Day Care Center, 1440 S. Ashland Avenue

New Concept Development Center, 7528 S. Cottage Grove Avenue

North Avenue Day Nursery, 2023 W. Pierce Avenue

Northside Y.W.C.A. Child Development Center, 5244 N. Lakewood Avenue

Northside Y.W.C.A. Kids Day Out, 5244 N. Lakewood Avenue

Northside Y.W.C.A. Preschool, 5244 N. Lakewood Avenue

North Park Church Nursery School, 5250 N. Christiana Avenue

Northwest Play School, 6015 N. Francisco Avenue

Phil Church of God in Christ Day Care Center, 5958 S. Marshfield Avenue

Resurrection Child Care Center, 7435 W. Talcott Avenue

Rogers Park Montessori School, 1244 W. Thorndale Avenue

Sauganash Community Church Day Care Center, 4600 W. Peterson Avenue

Sinai Nursery School and Kindergarten, 1720 E. 54th Street

Sinai Nursery and School, 1720 E. 54th Street

South Austin Day Care Center, 301 N. Mayfield Avenue

South Chicago Child Development Y.M.C.A. Metropolitan Chicago, 3939 E. 91st Street

South Chicago Y.M.C.A. of Metropolitan Chicago, 3039 E. 91st Street

St. Vincent De Paul Center Class I, 2145 N. Halsted Street

St. Vincent De Paul Center Class II, 2145 N. Halsted Street

Temple Sholom Gan Shalom Nursery School, 3480 S. Lake Shore Drive

Topsy Turby Nursery and Kindergarden, 723-725 E. 75th Street

Trinidad Lutheran Day Care Center, 4840 W. Byron Street

Trinity U.C.C. Day Care Center, 532 W. 95th Street

Unity Day Care Center, 5409 N. Magnolia Avenue

Uptown Lutheran Day Care Center, 5030 N. Marine Drive

Washington Park South Day Care Center (Centers for New Horizons, Inc.), 6225 S. Wabash Avenue

Winthrop Day Care Center, 4848 N. Winthrop Avenue

Woodlawn Early Childhood Development Center, 950 E. 61st Street

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

Hospitals.

St. Bernard Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the food dispenser (Class 2) license fee for the year 1985:

St. Bernard Hospital
326 W. 64th Street
Chicago, Illinois 60621.

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

Woodlawn Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1985:

Woodlawn Hospital
6060 S. Drexel Avenue.

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

Food Purveyors.

Eleanor Association.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health the Eleanor Association, 1550 N. Dearborn Parkway, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1985.

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

Japanese American Service Committee.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Japanese American Service Committee (Heiwa Terrace Cafeteria), 920 W. Lawrence Avenue, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1985..

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

Michael Reese Hospital and Medical Center.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Michael Reese Hospital and Medical Center, S. Lake Shore Drive at E. 31st Street, is hereby exempted

from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1985.

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

Action Deferred -- EXECUTION OF FORTY REHABILITATION
LOAN AGREEMENTS WITH VARIOUS BUILDERS.

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

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the execution of forty (40) rehabilitation loan agreements with various developers around the City funded by monies from the Department of Housing and Urban Development's Rental Rehabilitation Program and the Community Development Block Grant Program in the amount of approximately \$11,800,000 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance as amended transmitted herewith.

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

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

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

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible

for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of \$10,679,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed \$3,000,000 in Year X Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program (the "MULTI Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, said MULTI Program administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminary reviewed and approved the making of thirty-seven (37) low interest rehabilitation loans in an aggregate amount of \$11,287,650, said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI Program funds where said funds, when loaned, will leverage and additional \$22,741,255 in private investment for the rehabilitation of 1,287 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the "Substitute Ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U. S. Department of Housing and Urban Development for the Year X", wherein said technical amendments require, in part, that any loans in the amount of \$75,000 or more funded, in whole, or by 25% or more with Year X Community Development Block Grant funds shall be subject to the Review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amounts listed therein.

SECTION 2. The Commissioner is further authorized to enter into, negotiate and execute such agreements, documents, notes and mortgages as are required or necessary to implement the terms and program objectives of both their Rental Rehabilitation and the MULTI Programs.

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

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Owner/Borrower Address/No. of Du's	Private Financing	Rental Rehab./ Multi Program
1. James A. Baraniak and James Wright 3245 W. Warren 24 DU's	\$210,000	\$210,000
2. Kenwood-Oakland Dvpt. Corp. 4500 S. Drexel 24 DU's	202,245	210,000
3. Caesar Perez 1454-56 N. Fairfield 2739 W. LeMoyne 19 DU's	115,000	149,000
4. Kenwood-Oakland Dvpt. Corp. 4644-56 S. Ellis 18 DU's	238,140	157,500
5. Kenwood-Oakland Dvpt. Corp. 811-33 E. 46th St. 74 DU's	692,670	647,500
6. 18th St. Dvpt. Corp. 1900 S. Carpenter 9 DU's	215,000	78,750
7. Walter Hodgkinson 5001 N. Sawyer 13 DU's	215,000	90,000
8. House-Perryman 7020-28 S. East End 7030-38 S. East End 88 DU's	280,000	180,000
9. Phillips Partnership 7756-58 S. Phillips 14 DU's	100,000	90,000
10. Wanda Bailey 7027-29 S. East End 14 DU's	165,000	115,000
11. William Walker 5725-44 S. King Dr. 40 DU's	347,000	200,000

Owner/Borrower Address/No. of Du's	Private Financing	Rental Rehab./ Multi Program
12. LSM Ventures 906-16 W. Agatite 24 DU's	\$480,000	\$534,000
13. East Lake Management 6725-31 S. Paxton 27 DU's	536,000	772,000
14. East Lake Management 5050-52 S. Drexel 6 DU's	178,800	120,000
15. Cecil Butler 5042-44 S. Drexel 6 DU's	175,000	120,000
16. City Lands Corp. Harrison-Laramie Scattered Sites 116 DU's	2,017,000	1,015,000
17. King Drive Associates 4351-59 S. King Dr. 19 DU's	356,000	166,250
18. LSM Ventures 7253 S. Evans 18 DU's	149,000	157,000
19. Equinox Ventures 4259 S. King Dr. 72 DU's	1,256,000	542,500
20. Santiago Bolton 2245-49 N. Kedzie 17 DU's	200,000	164,600
21. Louis Martin 5000-08 S. Prairie 24 DU's	270,000	210,000
22. Edwynne Jones 4851-57 S. Evans 19 DU's	120,000	98,050
23. Klodnicki-Feeney	1,400,000	327,000

Owner/Borrower Address/No. of Du's	Private Financing	Rental Rehab./ Multi Program
221-29 S. Central 51 DU's]		
24. Sophia Zale 5258 W. North Ave. 15 DU's	\$159,000	\$131,250
25. 7345 South Shore Associates 7345 South Shore 90 DU's	1,462,869	500,000
26. Kenwood-Oakland Dvpt. Corp. 4338-40 S. Cottage Grove 18 DU's	167,275	157,500
27. People's Housing Inc. 7715 N. Hermitage 49 DU's	518,797	520,000
28. California Partners 2750-57 W. Warren 2800-31 W. Washington 22 DU's	270,000	390,000
29. Buena Park Ltd. Partnership N. Kenmore Ave. Scattered Sites 54 DU's	1,400,000	600,000
30. N.H.S. Redevelopment Corp. 701 N. Central 26 DU's	481,803	270,000
31. N.H.S. Redevelopment Corp. 5700 W. Race 43 DU's	638,391	586,000
32. McGill Terrace Apartments 821-27 E. 49th St. 48 DU's	1,406,600	210,000
33. 4601-07 S. Calumet Assn. 4601-07 S. Calumet 19 DU's	247,000	157,500
34. 3400 W. Augusta Blvd.	541,000	297,500

Owner/Borrower Address/No. of Du's	Private Financing	Rental Rehab./ Multi Program
34 DU's]		
35. Voice of the People in Uptown, Inc. 900 W. Windsor 931 W. Eastwood 4510 N. Magnolia 33 DU's	\$1,621,310	\$288,750
36. Bickerdike Redevelopment Corp. 1941-43 N. Humboldt 1901 N. Richmond 1017-25 N. Rockwell 2658 W. Thomas 1217 N. Wolcott 1910-12 W. Crystal 728 N. Throop 730 N. Throop 65 DU's	3,259,355	650,000
37. Lakewood Terrace Assn. 6565-87 N. Lakewood 35 DU's	650,000	175,000
Summary:		
1,287 Dwelling Units		
\$22,741,255 in private investment		
11,287,650 Rental Rehabilitation/Multi Program funds		

COMMITTEE ON BEAUTIFICATION AND RECREATION.

AUTHORITY GRANTED FOR ISSUANCE OF PERMITS FOR STREET CARNIVALS AND MISCELLANEOUS STREET CLOSINGS.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, April 24, 1985.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration thirteen orders (which were referred on February 27, March 20 and March 27, 1985) for the

conduct of art fairs, carnivals and sidewalk sales in public ways during specified periods in designated areas, begs leave to recommend that Your Honorable Body *Pass* the said orders, which are transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM F. KRISTYNIK,
Chairman.

On separate motions made by Alderman Krystyniak, each of the said proposed orders transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being part of the order):

*International Federation of Library Associations and
Institutions.*

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the International Federation of Library Associations and Institutions, 50 E. Huron Street, c/o Robert P. Doyle, I. F. L. A. '85 Coordinator, to close to traffic E. Huron Street between N. Rush Street and N. Wabash Avenue on Wednesday, August 21, 1985 from 6:00 P.M. thru Noon Friday, August 23, 1985, to accommodate over 2,000 librarians and information scientists attending a conference in the National Headquarters Building of the American Library Association, and for the conduct of block party on the 22nd of August immediately in front of said building. (Tents will be erected to prepare food and to provide shelter in the event of rain).

Puerto Rican Parade Committee.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to --

Raul Lorenzi, President

Puerto Rican Parade Committee
1745 W. Pierce Avenue,

a regularly organized charitable or religious organization, for the period beginning June 11, 1985 and ending June 17, 1985, inclusive, for the conduct of a carnival or street fair on -

W. Luis Munoz Marin Drive between N. Humboldt Boulevard and W. Lemoyne Street,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Saint John Berchman Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to --

Rev. Walter G. DeRoeck
St. John Berchman Church
2517 W. Logan Boulevard,

a regularly organized charitable or religious organization, for the conduct of a carnival on -

the parkway (south side) of the 2500 block of W. Logan Boulevard for the period of May 21 thru June 4, 1985,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

American Society of Artists, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the American Society of Artists, Inc., No. 645 N. Michigan Avenue, Suite 860, for the conduct of their 13th Annual Water Tower Art & Craft Festival for the period of June 21-22-23, 1985, from 10:00 A.M. to 8:00 P.M. on the sidewalks of...

E. Chicago Avenue (both sides) between the first alley east of N. Michigan Avenue and N. Lake Shore Drive;

N. Seneca Street (both sides) between E. Chicago Avenue and E. Pearson Street;

E. Pearson Street (south side) from the entrance to the Water Tower building and extending to N. Seneca Street.

Uptown Center Hull House Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to close N. Beacon Street from W. Sunnyside Avenue to W. Wilson Avenue, on June 2, 1985, from 10:00 A.M. to 7:00 P.M., for the 3rd Annual Hull House Folk Arts Fest, sponsored by the Uptown Center Hull House Association - Patricia Murphy - 561-3500.

Buddhist Temple of Chicago.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to close W. Leland Avenue from N. Broadway to N. Racine Avenue, from June 28, 1985 through June 30, 1985 from 5:00 P.M. to 10:00 A.M., for a summer festival, sponsored by the Buddhist Temple of Chicago - Jim Barrientos - 871-8700.

Old Triangle Art Fair.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to--

Old Triangle Art Fair
c/o Jane Dorkott
No. 1718 N. St. Michaels Court

for the conduct of an Art Fair for the period of June 8 thru June 9, 1985, from 8:00 A.M. to 9:00 P.M. each day, on--

N. Crilly Court between W. Willow and W. Menomonee Streets;

N. Orleans Street between W. Wisconsin and W. Menomonee Streets;

N. Lincoln Park West between N. Lincoln Avenue and W. Menomonee Street;

W. Menomonee Street between N. Wells and N. Sedgwick Streets; and

N. North Park Avenue between W. Willow and W. Menomonee Streets,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide

barricades to prohibit vehicular traffic over the portion of the streets affected, as provided by said carnivals ordinance.

David Levy.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to-

David Levy
2243 N. Burling Street

for the conduct of an Annual Lincoln Central Street Fair on-

W. Dickens Avenue between N. Cleveland Avenue and N. Larrabee Street;

N. Mohawk Street between W. Armitage Avenue and W. Dickens Avenue

for the period of

July 13, 1985 - 7:00 A.M. to 11:00 P.M.

July 14, 1985 - 7:00 A.M. to 7:00 P.M.,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5; inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Gold Coast Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits for the 28th Annual Art Fair, sponsored by the Gold Coast Association, 26 E. Huron Street (Sylvia Zappa - SU. 7-2677) for Friday, Saturday and Sunday, August 9, 10 and 11, 1985, from 12:00 Noon to 10:00 P.M., on the following streets:

N. Rush Street (both sides) from E. Cedar Street to E. Chicago Avenue;

N. Wabash Avenue (both sides) from E. Delaware Place to E. Chicago Avenue;

N. State Street (east side) from E. Cedar Street to E. Bellevue Place;

E. Bellevue Place (both sides) from N. State Street to 1/2 block east of N. Rush Street;

E. Cedar Street (both sides) from N. State Street to 1/2 block east of N. Rush Street;

E. Oak Street (both sides) from N. State Street to N. Michigan Avenue;

E. Walton Street (both sides) from N. State Street to N. Michigan Avenue;

E. Delaware Place (both sides) from 1/2 block east and 1/2 block west of N. Rush Street;

E. Chestnut Street (both sides) from 1/2 block west of N. Wabash Avenue to 1/4 block east of N. Rush Street;

E. Pearson Street (both sides) from 1/4 block west of N. Wabash Avenue to a 1/4 block east of N. Rush Street; and on

E. Chicago Avenue (north side) from N. Wabash Avenue to N. Rush Street.

American Legion Franklin D. Roosevelt Post Number 923.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to--

Adrian Galassi
American Legion Franklin D. Roosevelt Post No. 923
No. 1824 W. Cortland Street

a regularly organized charitable organization, for the conduct of a street festival on--

N. Honore Street from the first alley south of W. Armitage Avenue to W. Cortland Street

for the period of--

July 31, thru August 4, 1985,

in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

University Village Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the--

University Village Association
No. 925 S. Loomis Street,

for the conduct of an Italian Village Fair on-

W. Polk Street between S. Ashland and S. Laflin Avenues, (and in Garibaldi Park - 1500 block of W. Polk Street)

for the period of September 7, 1985, from 7:00 A.M. to 8:00 P.M., in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34-49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

Portage Park Chamber of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Portage Park Chamber of Commerce - 4921 W. Irving Park Road - Jeannine Smentek - 777-2020 - to conduct a sidewalk sale on Thursday and Friday, April 25, and 26, 1985, from 9:00 A.M. to 9:00 P.M., and on Saturday and Sunday, April 27 and 28, 1985, from 9:00 A.M. to 6:00 P.M., on both sides of N. Cicero Avenue from 3900 to 4300 north; both sides of N. Milwaukee Avenue from 3900 to 4200 north; and on both sides of W. Irving Park Road from 4600 to 5400 west.

26th Street Businessmen's Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to the 26th Street Businessmen's Association - 3602 W. 26th Street - Angie Vasquez - 521-5004 - to conduct a sidewalk sale on W. 26th Street (both sides) from S. Sacramento Avenue to S. Kostner Avenue on May 23-24-25-26 and 27, 1985, from 9:00 A.M. to 9:00 P.M.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of order.

The following is said order as passed:

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
John and Karen Szkutak 7009 W. 63rd Place Chicago, Illinois 60638	3/19/85 7009 W. 63rd Place	\$127.00

Damage to Property.

Department of Sewers: Account No. 314.9112.934.

Name and Address	Date and Location	Amount
Frank Koutnik 6134 W. 59th St. Chicago, Illinois 60638	3/5/85 6134 W. 59th St.	\$637.50

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.934.

Name and Address	Date and Location	Amount
Joan V. Bubis 4640 N. Ozark Avenue Norridge, Illinois 60656	5/19/84 5330 W. Deming Place	\$156.95

Name and Address	Date and Location	Amount
Maricela Ramirez 2527 N. Ashland Avenue Chicago, Illinois 60614	7/13/84 3114 W. Carroll Street	\$509.14
Anthony V. Sclafini, Jr. 1723 N. Central Avenue Chicago, Illinois 60639	10/5/84 1647 N. Luna	105.70
Standard Rewashed Wipers 3124 S. Shields Chicago, Illinois 60616	12/11/84 2150 S. Halsted	317.79

License Refund.

Department of Finance: Account No. 100.9112.934.

Name and Address	License	Amount
Rachel DeClercq 2211 W. Montrose Chicago, Illinois 60618	6591	\$150.00

Parking Permit and Sticker Refunds.

Department of Finance: Account No. 300.9112.989.

Name and Address	Permit or Sticker Number	Amount
Terri Bentcover 899 S. Plymouth Ct. Apt. 801 Chicago, Illinois 60605	Zone 40 Parking Permit	\$10.00
Mary A. Claps 1134 S. Mayfield Avenue Chicago, Illinois 60644	Zone 19 Parking Permit	11.00
Mark A. Johnson 5525 S. Harper Chicago, Illinois 60637	Zone 32 Parking Permit	2.00
Gail F. Pinc 5543 S. Harper Chicago, Illinois 60637	Zone 32 Parking Permit	10.00

Name and Address	Permit or Sticker Number	Amount
Robert L. Threatte 5557 S. Harper Chicago, Illinois 60637	Zone 32 Parking Permit	\$2.00
Nannie M. Wheeler 3806 S. Wood Chicago, Illinois 60609	Zone 31 Parking Permit	11.00
Frank J. Sabatka 3841 N. Central Park Avenue Chicago, Illinois 60618	Vehicle Sticker	20.00

Damage to Vehicles.

Department of Public Works: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Raymond A. Curtis 655 W. Irving Park Road Apt. 4512 Chicago, Illinois 60613	12/5/84 Kinzie and Clinton Streets	\$506.29
Allstate Ins. Co. and Richard Davis Cl. 270-9566397-FSJ P.O. Box 127 Skokie, Illinois 60077	1/17/85 Lower Michigan Avenue and North Water St.	360.94

Damage to Property.

Department of Police: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
LuCanda Brewer 5720 S. Bishop Chicago, Illinois 60636	9/27/84 5720 S. Bishop	\$822.60
Beulah Price 403 S. Homan Chicago, Illinois 60624	10/24/82 403 S. Homan	441.00
Calvin Hill 4444 W. Congress Chicago, Illinois 60624	12/7/84 Chicago Police Department	215.00

*Damage to Vehicles.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
General Foods Employees Credit Union 1495 E. Willow Kankakee, Illinois 60901	5/15/84 Police Pound No. 5	\$200.00
Andrew Wiley 6808 Harts Road Niles, Illinois 60648	9/19/84 Auto Pound No. 4	200.00
Chubb Ins. Co. and City Auto Sales Co. File 7000-52-03-027 222 S. Riverside Plaza Chicago, Illinois 60606	9/7/83 Cermak Road and Clark Street	425.77
Michael E. LaFargue 8320 S. LaSalle Street Chicago, Illinois 60620	6/8/84 8700 S. State Street	194.00
Terrance K. Hegarty 77 W. Washington Chicago, Illinois 60602	8/29/84 Police Pound No. 4	563.54

*Damage to Vehicles.**Department of Streets and Sanitation (Bureau of Forestry):**Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Chestine Puralewski 3123 N. Kilbourne Chicago, Illinois 60641	9/25/84 2026 N. Wolcott Avenue	\$105.52
Anthony Stanford 5425 S. Woodlawn Chicago, Illinois 60615	10/17/84 5425 S. Woodlawn	200.00

Damage to Property.

*Department of Streets and Sanitation (Bureau of Forestry):**Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Albert J. Mastrangelo 3931 W. 60th Place Chicago, Illinois 60629	10/3/84 3931 W. 60th Place	\$443.00
James Krivickas 1924 N. Francisco Avenue Chicago, Illinois 60647	10/23/84 1924 N. Francisco Avenue	668.00
Allstate Ins. Co. and Edward Fagocki Cl. 1838779674 P.O. Box 127 Skokie, Illinois 60077	10/11/84 2305 N. Tripp	381.25

*Damage to Vehicles.**Department of Fire: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Julian Stanko 5131 S. Christiana Chicago, Illinois 60632	4/29/83 59th Street at 3038 West	\$800.00
Jose A. Rodriguez 4038 W. Crystal Chicago, Illinois 60651	9/8/84 North Avenue and Damen	528.00
Helen Skierkiewicz 4126 S. Campbell Chicago, Illinois 60632	10/13/84 4126 S. Campbell	200.00
Atlantic Co. and Seth A. Nkansa Cl. 13-727478 525 W. Monroe Street Chicago, Illinois 60606	11/29/84 Congress Parkway and Ashland Avenue	805.57

*Damage to Property.**Department of Fire: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Rose Krogh 700 W. Melrose Street Chicago, Illinois 60657	12/16/84 700 W. Melrose Street	\$1,008.88

Damage to Vehicles.

Department of Water: Account No. 200.9112.934.

Name and Address	Date and Location	Amount
Ervin Sims 5718 S. Indiana - 2nd Fl. Chicago, Illinois 60637	11/30/84 2438 W. 23rd Street	\$200.00
Ernest Sanders 8250 S. Bishop Chicago, Illinois 60620	1/23/85 43rd and Ashland	518.00
Clara M. Lewis 4528 W. Grenshaw Chicago, Illinois 60624	12/31/84 15th and Aberdeen	200.00

Damage to Property.

Department of Water: Account No. 200.9112.934.

Name and Address	Date and Location	Amount
Frankel Furniture Inc. c/o Adolph Haas 2100 W. Monroe Street -- Suite 2100 Chicago, Illinois 60603	10/17/84 4749 W. Kedzie Avenue	\$892.32
Shirley VanHecke 4215 N. Avers Avenue Chicago, Illinois 60618	10/1/84 Elston-Avers and Berteau	100.00
Peoples Gas Light and Coke Co. File 84-0-140 122 S. Michigan Avenue Chicago, Illinois 60603	8/3/84 1512 N. Elkgrove	410.90

Name and Address	Date and Location	Amount
Peoples Gas Light and Coke Co. File 84-0-50 122 S. Michigan Avenue Chicago, Illinois 60603	10/16/84 4820 W. Byron	\$709.45
Ken Barone 6152 W. 55th Street Chicago, Illinois 60638	12/11/84 6152 W. 55th Street	585.00
Peoples Gas Light and Coke Co. File 84-0-35 122 S. Michigan Avenue Chicago, Illinois 60603	3/13/84 9947 S. Exchange	492.05
Peoples Gas Light and Coke Co. File 85-0-2 122 S. Michigan Avenue Chicago, Illinois 60603	11/1/84 4324 W. Lexington	596.97
Peoples Gas Light and Coke Co. File 84-0-146 122 S. Michigan Avenue Chicago, Illinois 60603	8/28/84 8641 S. Escanaba	622.01
Peoples Gas Light and Coke Co. File 85-0-14 122 S. Michigan Avenue Chicago, Illinois 60603	11/26/84 4342 W. Lexington	367.52
Allstate Ins. Co. and Eugene and Dorothy L. Williams Cl. 2709570738 P.O. Box 127 Skokie, Illinois 60077	1/14/85 856 W. 111th Street	690.64

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Ely Franche 1702 N. Mango Chicago, Illinois 60639	5/18/84 5828 W. Wabansia	\$252.38
John L. White, Jr. 713 Cassin Road Naperville, Illinois 60540	7/9/84 Police Pound No. 4	101.00
State Farm Ins. Co. and Yvette Perkins CL 13-8529-209 16058 S. Oak Park Avenue Tinley Park, Illinois 60477	6/1/84 134th and Calumet Expressway	371.11
George Glaspie 5440 N. Kenmore Chicago, Illinois 60640	6/24/84 821 N. Michigan Avenue	177.43
Alice A. Gomez 2220 W. Addison Street Chicago, Illinois 60618	6/26/84 Central Police Auto Pound	74.04
Stephen Knauf 1867 Lawson Boulevard Gurnee, Illinois 60031	6/15/84 325 S. Canal	326.70
Erica Kelly Martin 7266 Outpost Cove Drive Los Angeles, California 90068	5/10/84 Michigan Avenue	108.53
Steve Braun 330 E. Elm - 21F Chicago, Illinois 60611	7/27/84 1310 N. Astor	50.00
Alicia Fuller 1651 W. 83rd Street Chicago, Illinois 60620	8/8/84 29th and King Drive	134.64
Robert L. Greenwald 1530 N. Dearborn Parkway- 4-n Chicago, Illinois 60610	7/30/84 1544 N. Dearborn	210.17

Name and Address	Date and Location	Amount
Julio Cesar Gutierrez, Jr. 517 N. Oakley Boulevard Chicago, Illinois 60612	7/17/84 4100 Lake Shore Drive	\$248.51
William Glenn Linder 69 Lawton Riverside, Illinois 60546	8/13/84 2100 S. Michigan	229.04
Allstate Ins. Co. and Edward Kuszynski Cl. 183865107 P.O. Box 127 Skokie, Illinois 60076	3/26/84 6813 W. Grand	333.28

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
William Braxton 11347 S. Calumet Chicago, Illinois 60628	6/24/84 Michigan and Pearson	\$132.00
Gene Hochbert 2309 Oakenwald Dr. Michigan City, Indiana 46360	9/1/84 160 E. Chicago Avenue	899.62
Alexander Livshits 7410 N. Keystone Skokie, Illinois 60076	8/23/84 2555 W. Grand	165.00
Luczaj Krzysztof 3810 W. Belle Plaine Chicago, Illinois 60618	9/2/84 2555 W. Grand Avenue	200.00
David Winchester 900 N. Lake Shore Drive - 1303 Chicago, Illinois 60611	7/23/84 250 E. Delaware	134.00
Joel Dinerman 2728 N. Hampden Court - 1408 Chicago, Illinois 60614	8/20/84 2717 N. Hampden Court	200.00

Name and Address	Date and Location	Amount
Caroline Romano 2305 W. Ohio St. Chicago, Illinois 60612	8/1/84 Bishop and Erie St.	\$200.00
State Farm Ins. Co. and Terry Dashner Cl. 13-2115-181 2645 W. Addison Chicago, Illinois 60618	6/25/84 512 N. Racine	505.02
Allstate Ins. Co. and John Fleming Cl. 418 138880 P.O. Box 127 Skokie, Illinois 60077	5/11/84 306 W. 37th St.	843.20
Allstate Ins. Co. and Charles and Catherine Moore-Cl. 2709491688 P.O. Box 127 Skokie, Illinois 60077	8/13/84 25th St. and Halsted	590.97
Allstate Ins. Co. and Daniel W. Zdzinicki Cl. 270 94 8348 7 FSH P.O. Box 127 Skokie, Illinois 60077	8/1/84 I-94 and 99th St.	763.03
State Farm Ins. Co. and Eugeniusz Chlebicki Cl. 13 2127 711 2645 W. Addison Chicago, Illinois 60618	8/14/84 3088 N. Haussen Court	413.88
Kimalyn D. Chandler 1407 W. Sherwin - Apt 350 Chicago, Illinois 60626	9/14/84 239 E. Ontario	99.56
Lucy M. Fitzpatrick 645 W. 87th St. Chicago, Illinois 60620	8/31/84 90th St.	200.00
Safeco Ins. Co. and Larry Grandsart Cl. E094521 1900 W. Hassell Road	3/17/84 Parking Facility 8	451.92

Name and Address	Date and Location	Amount
Hoffman Estates, Illinois 60196]		
State Farm Ins. Co. and Rodrick Ciombor Cl. 13-8493-841 SUB 5676 S. Archer Avenue Chicago, Illinois 60638	1/6/84 5710 S. Narragansett	\$227.16
Edmund Krynicki 1062 W. North Shore Avenue Chicago, Illinois 60626	12/27/84 Lake Shore Drive at Bryn Mawr	84.57
Peter M. Blendonohy C.O.M.C. 5200 S. Ellis Avenue Chicago, Illinois 60615	1/22/85 1164 55th St.	201.63
Allstate Ins. Co. and Lane Idelman Cl. 123-9495-192 SP P.O. Box 127 Skokie, Illinois 60076	1/1/85 6037 S. Western Avenue	916.17
Mario D. Coronado 600 East Rock Falls Rd. Rock Falls, Illinois 61071	12/12/84 Ogden & Pulaski Rd.	207.92
Robert Carl Anderson 3758 N. Sheffield - 3S Chicago, Illinois 60613	12/22/84 Lake Shore Drive & Grand Avenue	164.83
Mr. Joseph Bassi 2052 N. Burling - Apt 2 Chicago, Illinois 60614	12/28/84 733 S. Plymouth Court	173.00
Alan J. Kern 6050 N. Naples Avenue Chicago, Illinois 60631	2/10/85 Damen Avenue	266.99
Judge John K. Madden 321 N. LaSalle St. Chicago, Illinois 60610	2/14/85 2000 S. Sacramento	294.82

Name and Address	Location	Amount
Daniel W. Corboy 7425 N. Oriole Chicago, Illinois 60648	9/4/84 3636 N. Broadway	\$1,190.49
St. Patrick Fathers Attn: Rev. Michael F. Conroy 1347 W. Granville Avenue Chicago, Illinois 60660	1/21/85 6310 N. Nagle	69.00

and

Be It Further Ordered, That the Commissioner of Water is authorized to refund, the amount due by the amount set opposite the name of the Claimant; on account of leaks and to charge same to Account No. 200.8220.935.

Name and Address	Location	Amount
Ralph Reyes 931 N. Honore St. Chicago, Illinois 60622	931 N. Honore St. 1/31/84 - 4/3/84	\$100.38
Neeland's Globe Bowl c/o Ms. Mary E. Neeland 4949 S. Aberdeen St. Chicago, Illinois 60609	4949 S. Aberdeen St. 7/13/83 - 11/15/83	400.00
F & J Management Company 9 S. 161 Route 83 Naperville, Illinois 60565	1406-18 E. 73rd St. 11/30/82 - 2/9/83	400.00
Floyd Gilbert, Jr. 1023 E. Hyde Park Avenue Chicago, Illinois 60615	1023-25 E. Hyde Park Avenue 10/27/83 - 12/23/83	151.22
Frank Jozwiak 1741 N. Honore St. Chicago, Illinois 60622	1741 N. Honore St. 9/21/84 - 11/16/84	66.15
Albert Coleman 5807 W. Rice St. Chicago, Illinois 60651	1000-06 N. Lamon Avenue 7/10/84 - 9/19/84	106.95
L. Zeravich 2422 N. Clybourn Avenue Chicago, Illinois 60614	2422 N. Clybourn Avenue 4/11/84 - 4/19/84	62.98

Name and Address	Location	Amount
Dr. S. Samuel 3941 N. Central Avenue Chicago, Illinois 60634	3942 N. Central Avenue 1/11/84 - 10/19/84	\$268.78

and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease, the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935.

Name and Address	Location	Amount
Ms. Vivian S. Osborne Real Estate Corporation P.O. Box 53549 Chicago, Illinois 60653	5136 S. Halsted St. 1/18/84 - 3/20/84	\$302.59
Mr. Harry Missirlian 7401 N. Kilbourn Skokie, Illinois 60076	1944 N. Burling 4/9/84 - 8/16/84	400.00
Frank E. Rucker 122 S. St. Louis Avenue Chicago, Illinois 60624	3504 W. Cermak Rd. 12/27/82 - 8/22/83	400.00
Thomas W. Edwards 6659 S. Halsted St. Chicago, Illinois 60621	3958 W. 16th St. 3/23/83 - 7/11/83	199.84
Empire Home Service 6124 N. Pulaski Rd. Chicago, Illinois 60646	6114-20 N. Pulaski Rd. 2/7/84 - 4/9/84	305.10
Riley A. Moore P.O. Box 10927 Chicago, Illinois 60610	4729 S. Langley Avenue 7/13/84 - 1/4/85	400.00
Alvin Goodman 3715 W. Fullerton Avenue Chicago, Illinois 60647	3711-15 W. Fullerton Avenue 2/25/82 - 8/20/82	294.47
Charlie Thomas or Sue Thomas 5225 W. Van Buren St. Chicago, Illinois 60644	3754-58 W. Huron St. 6/25/84 - 10/31/84	400.00

Name and Address	Location	Amount
George McGee 9317 S. Ridgeland Avenue Chicago, Illinois 60617	1510 W. Garfield Boulevard 5/18/84 - 8/13/84	\$168.10
Leonard House P.O. Box 53534 Chicago, Illinois 60653	4301-05 W. Adams St. 5/21/84 - 9/17/84	174.40
Daniel R. Vargas 6780 W. Howard St. Chicago, Illinois 60648	846 N. Wolcott Avenue 8/3/84 - 10/4/84	400.00
Hae Sue Kim 9437 Ozana Avenue Morton Grove, Illinois 60053	2608 W. Foster Avenue 12/16/83 - 2/16/84	400.00
Ricardo Pena 2529 S. St. Louis Avenue Chicago, Illinois 60623	2529 S. St. Louis Avenue 2/3/84 - 4/4/84	400.00
Pine-Tree Laundry 4824 W. Armitage Avenue Chicago, Illinois 60639	4824 W. Armitage Avenue 6/14/84 - 8/24/84	145.31
Clark Investment 1235 E. Madison Park Chicago, Illinois 60615	6848-56 S. Oglesby Avenue 9/17/84 - 11/5/84	400.00
Thornton Seaberry 2302 S. Kolin Avenue Chicago, Illinois 60623	2307 S. Kolin Avenue 6/21/84 - 8/23/84	130.86
C. Wardlow 1724 W. Hastings St. Chicago, Illinois 60608	1724 W. Hastings St. 12/29/83 - 3/6/84	50.37

*Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS ON
VEHICLES, PROPERTY DAMAGE, PERSONAL
INJURIES, ETC.*

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on August 31, 1983 and subsequent sundry claims as follows:

(March 1, 1983)	Fred Custard
(September 12, 1983)	Thomas Kuhlmeier
(February 2, 1984)	State Farm Ins. Co. and Joseph Drozd -- Cl 13-2081-097
(June 2, 1984)	Clarence F. Schmick
(May 29, 1984)	Sumner R. Jones
(September 30, 1983)	Dorothy Flanigan
(March 28, 1984)	Andrea Colunga
(April 21, 1984)	Russell Barker
(September 10, 1984)	Robertta Baker
(August 27, 1984)	Angeline Dompke
(October 16, 1984)	David Weinberg
(September 23, 1984)	Ethel E. Cochran
(October 25, 1984)	Lula Merrill
(January 30, 1985)	J. Mendelson
(January 23, 1985)	Super Stop Food and Liquor
(November 9, 1984)	Howard Levine
(December 4, 1985)	Willie Castleberry
(January 28, 1982)	Marc A. Edwards
(March 5, 1984)	The Peoples Gas Light and Coke Co. -- File 84-0-34
(November 20, 1984)	The Peoples Gas Light and Coke Co. -- File 85-0-8
(September 11, 1984)	State Farm Ins. Co. & Eugene Oggerino -- Cl 13-2112-956
(November 6, 1984)	Ronald J. Clarke
(July 28, 1984)	Juan F. Martinez
(January 14, 1985)	Eugene Dorothy Williams
(July 17, 1984)	Jack Gilbert
(December 14, 1984)	Allstate Ins. Co. and Eberneazer Wells -- Cl 252-0204-724
(January 27, 1985)	Randal P. Schiller
(December 31, 1984)	Allstate Ins. Co. and Peter Schivarelli -- Cl 123-9482-589
(February 6, 1985)	Nadyne Catlin
(February 23, 1985)	General Accident and Gary M. Chess -- Cl 20-65758

(December 14, 1984)
(December 28, 1984)
(February 12, 1985)
(January 2, 1985)
(January 14, 1985)

Roscoe Gillenwater
Mrs. Lee Vern Johnson
London Kennedy
David G. Mata
Helen R. Mehler

(February 23, 1985)
(January 19, 1985)
(December 28, 1984)

Catherine Marie Newton
Beatrice Rosenberg
Underwriters Adjusting Co. and Myers Baker
-- CI 0022-9866

(September 26, 1984)
(February 14, 1985)
(January 19, 1985)
(February 26, 1985)
(May 2, 1984)

Alvaro Velazquez
Thomas P. Wilson
Genevieve M. Prato
Helen K. David
Aetna Ins. & G. Fotopoulos -- CI P694 84

(February 21, 1985)

(September 4, 1984)
(November 15, 1984)

Allstate Ins. and Arnold Ornoff -- CI 123-
9632-570-FSD
Daniel W. Corboy
Wausau Ins. Co. and S and M Produce Inc. --
File S6-11-2075
HCM Claim Mgmt. and General Electric
Credit -- CI 8500297
Sharon Mitchell

(January 20, 1985)

(January 22, 1985)

(June 14, 1984)

(October 15, 1984)

(December 12, 1984)
(February 1, 1985)
(January 21, 1985)

Aetna Life and Cas. and Gregg Sacha --CI
J208-3804-524SP
Liberty Mutual Ins. and Jurate O'Brien -- CL
A1 404-0131-809S
Robert H. Schriver
Linda Ramey
American Motorists Ins. Co. and Thomas
Pociask -- File 050 - AM -161163-M

(July 3, 1984)

(March 13, 1985)
(September 27, 1984)

(January 22, 1985)
(January 18, 1985)

Home Ins. Co. and Arthur Johnson Co. - Policy
TK-6055030
Mary V. Debold
Economy Fire and Cas. Co. and Kathy Elders -
- CI FFA09-878-0 AA5
William A. Rogers
Daniel Gianaras

(April 27, 1984)
(October 27, 1984)

(February 11, 1985)
(March 30, 1985)

Ruby P. Reese
American Family Ins. and Michael O'Malley --
CI 671-056490
Michael Clancy
Bradley A. Grabell

having had the same under advisement begs leave to report and recommend that your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

COMMITTEE ON COMMITTEES AND RULES.

Action Deferred -- ASSIGNMENT OF ALDERMAN TILLMAN (3RD WARD) TO VARIOUS CITY COUNCIL STANDING COMMITTEE.

The Committee on Committees and Rules submitted the following report, which was, on motion of Alderman Stemberk and Alderman Vrdolyak, *Deferred* and ordered published:

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Committee on Committees and Rules having had under consideration a proposed resolution re-referred to the committee on (April 25, 1985), concerning five committee appointments to the Alderman of the Third Ward begs leave to recommend that Your Honorable Body do *Pass* as amended.

This recommendation was concurred in by all members of the committee, with no dissenting vote, at a meeting on May 15, 1985.

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

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

WHEREAS, Dorothy Tillman was appointed Alderman of the Third Ward on May 18, 1984 and elected as Alderman of the Third Ward on February 26, 1985 and to date has not been appointed or assigned to any of the City Council's standing committees; now, therefore,

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

That Dorothy Tillman be assigned to all of the Standing Committees heretofore assigned to the former Alderman of the Third Ward on or about May 2, 1983.

COMMITTEE ON ECONOMIC DEVELOPMENT.

CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND AUTHORIZED FOR PROJECT BY BELHAVEN ASSOCIATES, LIMITED.

The Committee on Economic Development submitted the following report:

CHICAGO, May 9, 1985.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Harold Washington, Mayor (which was referred on April 25, 1985) providing for the conditional approval of an industrial revenue bond in the amount of \$8,550,000 for the financing of a project in the City of Chicago by Belhaven Associates, Ltd., begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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 \$8,550,000 of Industrial Revenue Bonds to finance a project to be owned by Belhaven Associates, Ltd., an Illinois limited partnership (the "Company"), to be used as a skilled and intermediate care nursing home to be leased to and operated by Belhaven, Inc., an Illinois corporation, 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, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires that a public hearing be held in the City of Chicago, Illinois, on the proposed plan of financing for said project; 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 amount not to exceed \$8,550,000 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 fourteen (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 attached to this ordinance read as follows:

Amended Memorandum of Agreement.

This Amended Memorandum of Agreement (the "Agreement") is by and between the Department of Economic Development of the City of Chicago (the "Department") and Belhaven Associates, Ltd., a limited Partnership organized under the laws of the State of Illinois (the "Borrower").

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" or "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 Borrower proposes to acquire, construct and equip certain facilities located in the City of Chicago to be used as a skilled and intermediate care nursing home (the "Project") and to be leased to and operated by Belhaven, Inc., an Illinois corporation. The Borrower 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 and to issue and sell its revenue bonds in an amount not to exceed \$8,550,000 (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 a project which may be undertaken 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.

(g) The Department and the City reserve the right to give priority to the issuance of industrial development bonds and certain other "private activity bonds" of the City, as may be required by Section 103(n) of the Internal Revenue Code of 1954, as amended, or as they, in their sole discretion, may determine, with the result that the City may not issue the Bonds in calendar year 1985.

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 Borrower 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 Borrower.

(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 Borrower 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 Borrower.

Subject to the conditions above stated, the Borrower 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 Borrower will enter into a revenue agreement, as defined in the Ordinance, with the City under the terms of which the Borrower 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 Borrower.

(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 equipping of the Project or after payment of all costs of acquiring, construction and equipping the Project, whichever is later, the Borrower (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 equipping of the Project, and (2) will permit any duly authorized agent of the Department to enter upon and inspect the Project during business hours, and to examine and copy at the principal office of the Borrower located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Borrower 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 Borrower 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 to the Borrower), the Department, the City and the Borrower 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 of the Project, including the fees and expenses of counsel to the City and the Department, Isham, Lincoln and Beale, 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 Borrower. If the events set forth in (a) of this paragraph do not take place and the Bonds are not sold, the Borrower 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 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 2nd day of May, 1985.

[Signature forms omitted for printing purposes.]

Exhibit A
Notice of Public Hearing.

Notice is hereby given that on _____, 1985, 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 exceeding \$8,550,000 principal amount of Industrial Revenue Bonds (the "Bonds") of the City of Chicago, the proceeds of which will be loaned to Belhaven Associates, Ltd. (the "Company") to be used by the Company for the acquisition, construction and equipping of certain facilities to comprise a 230 bed skilled and intermediate care nursing home, which facilities will be leased to and operated by Belhaven, Inc., an Illinois corporation, and will be located at the corner of South Bell Avenue and 114th Street within the City of Chicago (the "Project").

The Bonds will be issued by the City pursuant to its powers as a home rule municipality under the 1970 Constitution of the State of Illinois and an ordinance proposed for adoption by the City Council. The Bonds will not be general obligations of the City, the State of Illinois or any political subdivision thereof, as the principal of and interest on the Bonds will be payable solely from amounts received in repayment of the loan by the Company. Neither the credit nor the taxing power of the City, the State of Illinois or of any political subdivision thereof will be pledged for the payment of the principal, 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 at its office located at 20 North Clark Street, Room 2800, Chicago, Illinois 60602 until _____, 1985. Subsequent to the public hearing, the City Council will meet to consider approving the issuance of the Bonds.

Notice dated _____, 1985.

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

AUTHORITY GRANTED FOR SUBMISSION OF APPLICATION TO
UNITED STATES DEPARTMENT OF COMMERCE FOR SEVERE
ECONOMIC DISLOCATION GRANT.

The Committee on Economic Development submitted the following report:

CHICAGO, May 9, 1985.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on April 18, 1985) authorizing the Commissioner of the Department of Economic Development to submit an application to the United States Department of Commerce and Economic Development Administration, on behalf of the City of Chicago, for a Severe Economic Dislocation Grant in the amount of \$100,000 to aid the operations of the Task Force on Steel and Southeast Chicago, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Economic Development Administration of the U.S. Department of Commerce has made funds available for Severe Economic Dislocation Grants under Title IX of the Public Works and Economic Development Act of 1965, as amended; and

WHEREAS, The City of Chicago desires to apply for a Severe Economic Dislocation Grant in the amount of \$100,000 to be matched with local funds in the amount of \$33,333 to

fund the City of Chicago's Task Force on Steel and Southeast Chicago efforts to cope with the sudden and severe economic dislocations resulting from the decline of the steel industry in Chicago; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is hereby authorized to submit on behalf of the City of Chicago, an application to the Economic Development Administration of the U.S. Department of Commerce for a Severe Economic Dislocation Grant in the amount of \$100,000 to assist in the funding of the City of Chicago's Task Force on Steel and Southeast Chicago.

SECTION 2. The Commissioner of Economic Development is further authorized to provide such additional information and assurances as may be requested or required by the Economic Development Administration as part of the City's application.

SECTION 3. There is hereby appropriated the amount of \$33,333 of local funds plus such amount of Severe Economic Dislocation Grant funds as may be actually received for use by the City of Chicago's Task Force on Steel and Southeast, and the Commissioner of Economic Development is authorized to enter into and execute a grant agreement and such other agreements as may be necessary to effectuate the purposes of the grant and this ordinance.

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

COMMITTEE ON EDUCATION.

APPOINTMENT OF PATRICIA O'HERN AS MEMBER OF CHICAGO BOARD OF EDUCATION APPROVED.

The Committee on Education submitted the following report:

CHICAGO, May 9, 1985.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by the Honorable Harold Washington, Mayor, under the date of April 18, 1985 (which was referred on April 18, 1985) appointing Mrs. Patricia O'Hern as a member of the Chicago Board of Education, for a term ending April 30, 1990, begs leave to recommend that Your Honorable Body do Pass the said communication, which is transmitted herewith.

This recommendation was concurred in by eight members of the committee and the vice-mayor voting ex-officio with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and said appointment of Mrs. Patricia O'Hern as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON HUMAN SERVICES.

APPOINTMENT OF JUDITH WALKER AS COMMISSIONER OF HUMAN SERVICES.

The Committee on Human Services submitted the following report:

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Committee on Human Services, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on March 27, 1985) appointing Judith Walker as Commissioner of Human Services, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Judith Walker.

This recommendation was unanimously approved by the Members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost, the committee's recommendation was *Concurred In* and said proposed appointment of Judith Walker as Commissioner of Human Services was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

Nays -- None.

Alderman Stemberk moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

APPOINTMENT OF LAURINA ESPERANZA McNEILLY AS MEMBER OF CHICAGO PLAN COMMISSION.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, May 2, 1985.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a communication signed by Honorable Harold Washington, Mayor, (which was referred on April 25, 1984) appointing Laurina Esperanza McNeilly to succeed Mary Margaret Langdon for a term expiring January 25, 1989, as a member of the Chicago Plan Commission, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Ms. Laurina Esperanza McNeilly.

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

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago, the said proposed appointment of Laurina Esperanza McNeilly as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

APPROVAL GRANTED FOR EXECUTION OF EASEMENT
AGREEMENT BETWEEN CITY AND COMMERCIAL
RETAIL SPECIALISTS, INCORPORATED,
FOR UNDERGROUND WALKWAY AT
139 NORTH WABASH AVENUE.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith recommending the approval of an easement agreement between the City of Chicago and Commercial Retail Specialists, Incorporated to construct and operate an underground walkway through the basement at 139 North Wabash Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago by ordinances passed November 14, 1980, February 10, 1982 and July 6, 1983, authorized the Commissioner of Public Works to apply to the U.S. Department of Transportation, Urban Mass Transit Administration ("U.M.T.A.") to use funds from the previously granted Crosstown Expressway Project to construct an underground pedestrian walkway ("Pedway") running from the east side of Michigan Avenue west to connection with the existing underground pedestrian walkway from City Hall to the east side of State Street, and;

WHEREAS, A portion of the U.M.T.A. approved Pedway design passes through the basement of Commercial Retail Specialists building at 139 N. Wabash Avenue requiring the City of Chicago ("City") to obtain agreement from Commercial Retail Specialists Inc., and;

WHEREAS, Commercial Retail Specialists Inc. have agreed to grant "City" a permanent easement through the basement of its building; now, therefore,

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

SECTION 1. The Commissioner of Public Works on behalf of the City of Chicago, is authorized to enter into and execute, upon review by the Corporation Counsel as to form and legality, an Easement Construction and Operating Agreement with Commercial Retail Specialists Inc. substantially in the form attached hereto.

SECTION 2. The Commissioner of Public Works is further authorized to give such assurances and execute such additional agreements as may be required by U.M.T.A. for purposes of implementing the Pedway.

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

Easement, Construction and Operating Agreement reads as follows:

This Agreement, made as of this _____ day of _____, 1984 is an Easement, Construction and Operating Agreement (hereinafter "Agreement") and is made by and between the City of Chicago, a municipal corporation (hereinafter "City"), and Commercial Retail Specialists Inc. (hereinafter "Owner").

Recitals:

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

WHEREAS, The City desires to construct and maintain a network of underground pedestrian passageways for the public which will connect various governmental and commercial buildings and public transportation facilities and which will facilitate and encourage convenient access for the public to such buildings and facilities along said passageways (the "Network"); and

WHEREAS, The City is the owner of certain property along the western boundary of the Property and is the owner of certain property along the eastern boundary of the Property (collectively the "City Property"); and

WHEREAS, The City desires to add to the Network by constructing a subsurface pedestrian walkway from the east half of Wabash Avenue through Vault Space (as hereinafter defined) and continuing through the first basement level of the Building ("Network Addition"); and

WHEREAS, Owner is willing to grant a permanent easement to the City for the Network Addition and to provide certain services therein and thereon in return for the City constructing and maintaining in sound structural condition said Network Addition, and permitting access by users thereof to retail operations to be constructed by Owner adjacent to said Network Additions;

Now, therefore, In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are expressly incorporated herein.

2. Grant of Easement.

Owner does hereby grant and convey to the City, a permanent easement ("Easement") over, across, and through that certain three dimensional portion of certain property located at 139 North Wabash Avenue, Chicago, Illinois, and legally described in Exhibit A attached hereto and made a part hereof (the "Property"), which property is improved with a multiple story commercial structure (the "Building"); said Easement being as delineated on Exhibit B attached hereto and made a part hereof, which will join on the west the westerly line of the Property with a subsurface pedestrian passageway to be constructed by the City under Wabash Avenue and through the basement of the building at 111 North State Street and will join along the easterly line of the property with a subsurface pedestrian passageway to be constructed by the City under Garland Court through the Cultural Center so as to form a continuous passageway from the Daley Center to the Illinois Central Gulf Commuter Station; which continuous passageway is more particularly shown on Exhibit C attached hereto and incorporated herein.

3. Use of the Easement.

A. The City, shall construct, operate, and structurally maintain a walkway for pedestrian foot traffic over the Easement connecting the City Property along the western boundary of the Property with the City Property along the eastern boundary of the Property and shall use the Easement for no other purpose without Owner's prior written consent, which consent shall not be unreasonably withheld. Use of all forms, objects and means of transportation utilizing wheels or motors, including, without limitation, all bicycles, skateboards, rollerskates, dollies, carts, and motorized vehicles shall be prohibited in the Network Addition; provided, however, that wheelchairs shall be expressly permitted. Said Network Addition, together with all improvements constructed in or about the Easement and in or about the Vault Space relating thereto, are shown crosshatched on Exhibit D attached hereto and made a part hereof. That portion of the Network Addition to be constructed by the City under Wabash Avenue from the westerly line of the Property to the set of doors under Wabash Avenue, as shown crosshatched on Exhibit E attached hereto, and made a part hereof, is hereinafter referred to as the "Wabash Tunnel."

B. City hereby expressly grants Owner its lessees, successors, and assignees and their respective invitees, licencees, and other persons claiming by, through or under such persons the following rights with respect to the Easement:

1. The right at all times to use the Easement, for unlimited ingress and egress for all purposes not inconsistent herewith;
2. The right at all times to have access onto or through the Easement and the Owners property adjacent to both sides of the Easement;
3. The right to run temporary utility lines across the Easement and the right to run permanent utility lines across the Easement; provided, however, that Owner shall obtain the written consent of the City prior to installing any such permanent utility

lines across the Easement which consent shall be deemed to be given by the City unless within fifteen (15) days of Owner's request for such consent the City denies such request which consent shall not be unreasonably withheld; and

4. The exclusive right to establish, operate and maintain stores and shops along the perimeter of, and adjacent to, the Easement with direct access thereto; and

5. The right, in a manner identical to the rights Owner has with respect to its ownership and operation of the Building, to control, regulate, operate and protect the business and property adjacent to the Easement to ensure that the Easement is operated in a first class, orderly and proper manner, including, but not limited to, the right to prohibit, restrain or cause the removal of any person engaging in any activity contrary to such operation or tending to create a nuisance or disturbance.

4. Design and Construction of the Network Addition.

A. The City and Owner in cooperation shall, at Owner's sole expense, prepare or cause to be prepared plans and specifications for the construction of the Network Addition, which plans shall include, without limitation, connections onto (and entry ways into) the Building, access doors, windows, floor, ceiling, and wall finishes, light fixtures, fire protection devices to IRI standards, and utility, heating and ventilating connections and requirements (including, without limitation, modifications to existing utility, heating and ventilating systems in the Building necessary to provide utilities, heat and ventilation to the Network Addition and Wabash Tunnel in accordance with this Agreement). No construction work shall begin until both the City and Owner approve in writing all of the above-referenced plans and specifications for the Network Addition.

B. Before any construction work commences on the Network Addition, the City shall furnish to Owner in writing: (1) assurances satisfactory to Owner that sufficient funds have been irrevocably committed to complete construction of the Network Addition and the Network pursuant to the plans and specifications therefore; (2) assurances satisfactory to Owner that an agreement has been entered into with the owner of the building located at 111 North State Street (which building is presently occupied by Marshall Field & Co.) for construction of a further addition to the Network which will connect with existing portions of the Network on the west; and (3) certificates of insurance or other evidence satisfactory to Owner of sufficient contractor's comprehensive general liability insurance, builder's risk insurance.

C. Until such time as the Network Addition and the Wabash Tunnel are completed, Owner shall allow the City, its agents, employees, and contractors access through the Building to the Easement and to the Wabash Tunnel for the purpose of planning, designing, and constructing the Network Addition and the Wabash Tunnel upon such conditions as Owner may from time to time reasonably impose consistent with the orderly and expeditious completion of the Network Addition construction. Owner shall give the City prompt written notice of all such conditions.

D. The City shall, at its sole cost and expense, construct or cause to be constructed the Network Addition and the Wabash Tunnel and all appurtenances thereto in accordance with the approved plans and specifications. All construction shall be done in a first class

manner with high quality workmanship and using only high quality material and equipment, all in conformity with all applicable laws, ordinances, codes, and regulations and City shall not cause nor permit any other mechanics liens to attach to owners property or to the Network Addition. If Owner at the City's express written request performs any of the work necessary to modify, extend or connect Owner's utility, heating, and ventilation systems to service the Network Addition and the Wabash Tunnel, as shown on the plans and specifications, the City shall reimburse Owner for all expenses incurred by Owner in connection with such work. Any and all work done within the Building and outside of the Easement or which deals with the modification, extension or connection of Owner's heating, ventilating, and air cooling systems shall be subject to the prior consent and control of Owner.

E. Upon commencement of construction, the City shall comply with the above-referenced plans and specifications and shall not make any alterations or deviations therefrom in design or materials without Owner's prior written approval.

F. Upon completion of the Network Addition, Owner shall have the right from time-to-time, at its sole cost and expense, and consistent with the original construction, design and quality of materials in the Network Addition to add additional entranceways to the Building along both sides of the Network Addition or to decrease the number of such entranceways, to add to or decrease from the number of windows to the stores, shops, concessions, offices and departments adjoining the Network Addition, and to make reasonable alterations to the Network Addition in connection therewith the City's prior written consent; provided, however, not less than one entranceway from the Easement to the Building shall exist at all times. If the retail operation in the Building should cease the walls and windows along the Easement shall be given treatments so as to create a pleasing and interesting pedestrian environment. Neither party shall make any other alterations to the Network Addition without the prior written consent of the other party, which consent shall not be unreasonably withheld.

G. It is understood that portions of the funds to be used to construct the Network Addition are from the Urban Mass Transportation Administration of the United States Department of Transportation (hereinafter "UMTA") and from the Illinois Department of Transportation (hereinafter "IDOT") and that the City's obligation for the initial construction of the Network Addition and the Wabash Tunnel shall be contingent upon such funding.

H. Prior to beginning construction of the Network Addition, the City shall construct and install at its expense, in accordance with plans and specifications, at locations to be designated by Owner, plywood barricades which completely enclose the construction site and separate it from the adjoining areas of the Building.

5. Public Access.

A. The easement shall not be used for public pedestrian traffic for any reason unless and until the Network Addition and the Wabash Tunnel are completed. Upon completion of the Network Addition and the Wabash Tunnel, as evidenced by the City's delivery to Owner of an architect's certificate of completion, and subject to the conditions and restrictions herein

contained, the City covenants and agrees to keep the Network and the connecting pedestrian passageways open to pedestrian traffic on all days during the term hereof excepting Sundays and holidays, unless otherwise stated, from 6:30 a.m. to 8:00 p.m. (and on Saturdays which are not a holiday from 8:00 a.m. to 6:30 p.m.), or such other hours as Owner and the City may from time to time agree upon. Owner will lock and unlock the doors leading into the Network Addition and, upon the City's direction, to the Wabash Tunnel to provide public access to the Network Addition and Wabash Tunnel in accordance with the above-referenced hours. Notwithstanding the foregoing, Owner, upon obtaining the City's prior written consent (which consent shall not be unreasonably withheld), may limit, or prohibit access to and use of the Network Addition at any time on a temporary basis due to construction or repairs and may limit, or prohibit access to and use of the Network Addition upon its own order in case of emergencies. Owner will promptly notify the City of any such limitation or prohibition if the period of such limitation or prohibition will exceed one (1) business day.

B. Owner shall have the sole right to establish, operate, license or lease stores, shops, concessions or offices on the Property and in the Vault Space adjacent to the easement with access thereto subject to applicable laws, codes and ordinances, Owner expressly reserves the right in its sole discretion to determine the type and design of stores, shops, concessions, and departments and their manner of operation and reserves the right, to determine in its sole discretion, any window displays and treatments and signage respecting the operations of such stores, shops, concessions, and departments; all costs associated with the design, construction, operation, and maintenance of such stores, shops, concessions, and associated displays and signage shall be borne by the Owner.

C. During the hours the Easement is open to pedestrian traffic, Owner shall not place any merchandise for sale in the Easement without prior written consent of the City. It is expressly understood and agreed, however, that this restriction shall in no way apply to merchandise placed for display or sale in the stores, shops, concessions, and departments referred to in Article 4(B) above.

D. The City recognizes and acknowledges that Owner has an interest in assuring the character and use of the Easement are maintained at a level which will complement the retail operations Owner intends to maintain on its property adjacent thereto. Accordingly, the City agrees that it will not authorize, license or permit beggars, musicians, entertainers, electronic amplification, solicitors, pamphleteers, vendors, hawkers, peddlers, or any commercial operations in or about the Easement and shall, upon request from Owner, promptly abate any such activity. No advertisements, posters, signs, or displays for any purpose or similar material shall be placed in or about the Easement or the Wabash Tunnel without the prior written consent of Owner, which consent may be granted or withheld in Owners sole discretion; provided however transit information signs may be cited in the Easement.

E. Owner shall, at its sole cost and expense, furnish to the Network Addition and to the Wabash Tunnel utilities required for the construction and operation of the Network Addition and the Wabash Tunnel including heating and air cooling where necessary for normal comfort in the Network Addition and the Wabash Tunnel similar to other public areas in the Network, electricity for the standard fixtures set forth in the plans and

specifications (including the cost of maintenance of lighting fixtures and replacement of lenses, lamps, and ballasts), and ventilation as set forth in the plans and specifications.

F. The parties hereto covenant and agree not to use or permit upon the Easement anything that will invalidate any policies of insurance now or hereafter carried on the Building.

G. The parties to this agreement recognize U.M.T.A.'s right to require the City to adhere to the property management standards of Attachment N to OMB Circular A-102.

6. Cleaning, Maintenance and Repair.

A. The City shall, at its sole cost and expense and in a good and workmanlike manner, keep and maintain the Easement and the sidewalks running over the Network Addition in good repair and operation and in full compliance with all applicable codes, ordinances, laws, statutes and regulations, and the City shall promptly and adequately repair all damages to the Network Addition including any necessary replacements, except for damages caused by negligence of Owner, its agents or employees.

B. In consideration of the right to have access to and use of the Vault Space owned by the City and located immediately west of Owner's west property line, Owner agrees, at the City's direction, to perform routine janitorial and cleaning services in the Network Addition and in the Wabash Tunnel. Such routine janitorial and cleaning services shall be comparable to the standard janitorial and cleaning services furnished in the other pedestrian areas of the Network.

C. The City covenants and agrees that if the City shall at any time fail to perform any act on its part to be made or performed under this Agreement and such failure continues for five (5) days after written notice by Owner to the City specifying such failure in reasonable detail, Owner may, but shall not be obligated to, at any time thereafter, without waiving or releasing the City from any obligation under this Agreement, perform such act to the extent Owner may deem desirable, and in connection therewith pay expenses and employ counsel. All sums so paid by Owner and all expenses incurred in connection therewith shall be paid by the City to Owner upon demand. The City shall have the right at any time to perform or resume the performance of any act or obligation on its part to be performed hereunder.

D. Owner covenants and agrees that if Owner shall at any time fail to perform any act on its part to be made or performed under this Agreement, and such failure continues for five (5) days after written notice by the City to Owner specifying such failure in reasonable detail, the City may, but shall not be obligated to, at any time thereafter, without waiving or releasing Owner from any obligation under this Agreement, perform such act to the extent the City may deem desirable, and in connection therewith pay expenses and employ counsel; provided, however, that the City shall not have the right under this Article 5(D) to enter upon, operate or make modifications to the Building (other than the Easement) or to Owner's utility, heating or ventilating systems without the prior written consent of Owner. All sums so paid by the City and all expenses incurred in connection therewith shall be paid by Owner to the City upon demand. Owner shall have the right at any time to cure

any default hereunder and perform (or resume the performance of) any act of obligation on its part to be performed hereunder.

7. Indemnify.

A. The City covenants and agrees to protect, defend, indemnify and save harmless Owner, its agents, officers and employees, and their respective successors and assigns, against and from: (1) any and all obligations, costs, expenses, damages, penalties, and claims by or on behalf of any persons, firms, corporations, or other parties arising from the conduct or management of, or from any work or thing whatsoever done in or about the Property, Building, Network Addition or Wabash Tunnel, directly relating to the construction, operation, use, repair, replacement, cleaning, and maintenance by any person other than owner or its agents or employees of the Network Addition or the Wabash Tunnel; (2) any and all obligations, costs, expenses, damages, penalties, and claims arising from any breach or default on the part of the City in the performance of any covenant or agreement on the part of the City to be kept and performed pursuant to the terms of this Agreement, or arising from any act, omission or negligence of the City, or any of its agents, contractors, servants, permittees, invitees, or licensees; and (3) all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding in connection with any of the foregoing. In the event any action or proceeding be brought against Owner or its agents, officers or employees by reason of any such claim (hereinafter "Third Party Action"), the City upon notice from Owner covenants to resist and defend such action or proceeding.

B. If such obligations, costs, expenses, damages, penalties and claims arise from negligent or willful acts or omissions of Owner or its agents, officers, and employees, and if such acts or omissions do not in any way involve or relate to the operation, security, or cleaning of the Network Addition, the City's obligations pursuant to this Article 6 shall not apply. If the City in good faith alleges that it is not obligated to resist or defend any Third Party Action due to such acts or omissions, owner, at its option, shall either resist or defend such Third Party Action at its own expense, or reimburse the City for its reasonable costs incurred in resisting or defending such Third Party Action if it is determined that the City did not have a duty to resist or defend the action pursuant to this Article 6. Notwithstanding the foregoing, it is expressly understood and agreed: (1) the City shall promptly notify Owner of all actions and proceedings which in any way involve the Property, Building, Network Addition or Wabash Tunnel relating to the construction, operation, use, maintenance, cleaning, repair and replacement of Network Addition or the Wabash Tunnel, whether or not Owner is named or joined as a party thereto, and the City in conjunction with said notice shall advise Owner whether or not the City is reserving, or intends to assert, any rights or actions against Owner; and (2) Owner shall have the right, but not the obligation, to participate at its own expense in the defense of any Third Party Action or any action or proceeding in which its rights may be affected.

8. Insurance.

If the City, at its sole cost and expense, elects to purchase and keep in force and effect policies of insurance covering the Easement against damage or other loss caused by fire or other casualty, including without limitation, vandalism and malicious mischief, perils covered by extended coverage, theft, explosion, malfunction or failure of heating or other

apparatus, water damage (however caused), of other similar risks, such insurance shall be for the mutual benefit of Owner (when used in this Article 7 the term "Owner" shall include its agents, servants, and employees) and the City (when used in this Article 7 the term "the City" shall include its agents, servants, and employees), shall provide that it is specific and not contributory, shall name Owner as an additional insured, shall not be cancellable without thirty (30) days prior written notice to Owner, and shall contain a replacement cost endorsement and a clause pursuant to which the insurance carries waive all rights of subrogation against Owner with respect to losses payable under such policies. If the City so elects to obtain such insurance, the City shall provide to Owner certificates of insurance. The failure of the City to obtain such insurance shall not in any way impair, relieve, or affect the City's obligation to protect, defend, indemnify and save harmless Owner pursuant to Article 6 above.

9. Fire or Casualty.

If the Building is destroyed or substantially damaged by fire or other casualty and if the Building may be repaired and restored within eighteen (18) months after such damage, then Owner shall have the option to: (a) repair and restore the Building with reasonable promptness, or (b) elect to demolish the Building, including the Easement, and cease its operation; provided, however, that if substantial damage renders the Easement unusable, in whole or in part, and if, in Owner's judgement, such substantial damage cannot be reasonably repaired and restored within eighteen (18) months, the Easement shall be deemed in abeyance and not abandoned nor otherwise terminated; and shall remain an encumbrance on the property running with the land. If Owner elects to repair and restore the Building, the City shall promptly repair and restore the Easement in accordance with plans and specifications substantially similar to the plans and specifications provided for herein. If the Owner elects not to repair or restore the Building, the Owner shall be required to secure the area surrounding the Easement to permit the City to reconstruct and operate the same in the manner set forth in this Agreement; provided however, Owners obligation to provide utilities and janitorial services to the Easement shall abate, but not terminate, until the Building is reconstructed, restored or replaced.

10. New Construction.

In the event Owner elects to demolish the Building and construction a new building on the Property, Owner shall have the right, at its sole cost and expense, to close and demolish the Easement and the Wabash Tunnel and to prohibit access to, and use thereof, during the period of such demolition and construction for such period as may be reasonably necessary in owners discretion to effectuate such demolition and construction. If Owner so elects to close and demolish the Easement, Owner shall, at its sole cost and expense and as part of the construction of the new building on the Property, reconstruction the Easement and the Wabash Tunnel in accordance with plans and specifications substantially similar to the plans and specifications provided for herein and acceptable to both the City and Owner. All terms, covenants, rights and obligations contained in this Agreement shall apply to the reconstructed Easement and Wabash Tunnel.

11. Notices.

A. All notices to be given by one party to the other under this Agreement shall be in writing and delivered in person or mailed as follows:

1. To the City: City of Chicago
406 City Hall
Chicago, Illinois 60602
Attention: Commissioner of Public Works
2. To Owner: Commercial Retail Specialists, Inc.
Suite 2208
233 North Michigan Avenue
Chicago, Illinois 60601
Attention: President

- with a copy to:
- A. City of Chicago
City Hall -- Room 511
121 North LaSalle
Chicago, Illinois 60602
Attention: Corporation Counsel
 - B. Gottlieb and Schwartz
69 West Washington Street
Suite 800
Chicago, Illinois 60602
Attention: Mr. Ken Goldin
 - C. Urban Mass Transportation Administration
Suite 1720
300 South Wacker Drive
Chicago, Illinois 60606
 - D. Illinois Department of Transportation
Suite 1002
300 North State Street
Chicago, Illinois 60610

or such other persons or at such other addresses as may be designated by notice given pursuant to this Agreement.

B. Mailed notice shall be sent by United States certified or registered mail, return receipt requested, postage prepaid. Notice shall be deemed to have been given upon delivery to the party to which it is given.

12. Binding on Successors and Assigns.

This Agreement shall be a covenant running with the land and shall be recorded in the offices of the Cook County Recorder of Deeds. In the event of a severance of ownership of the Building and the Property, the terms and conditions of this Agreement shall be binding

upon both Ownerships to the extent of their respective interests are determined covered by this Agreement.

13. Miscellaneous.

A. Sectional headings in this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof.

B. This Agreement shall not be effective until it is properly executed and delivered by both parties hereto.

C. No modification, waiver or amendment of this Agreement, or any of its conditions or provisions, shall be binding upon the parties hereto unless such modification, waiver, or amendment is in writing and signed by both parties.

D. Time is of the Essence in this Agreement.

E. Each of the provisions of this Agreement shall extend to and shall, as the case may require, bind and inure to the benefit of the parties hereto and their respective successors and assigns.

F. Notwithstanding any liability on the part of the City described in this agreement, U.M.T.A. will not be liable in any event to Owner, and is obligated to the City only in accordance with the terms and conditions of its grant contract (IL-23-9005) with the City for this project.

In Witness Whereof, the parties have executed and delivered this Agreement as the date first above written.

[Exhibits "A", "B" and signature forms omitted
for printing purposes.]

AUTHORITY GRANTED FOR SALE OF CITY-OWNED
VACANT PROPERTIES AT SUNDRY LOCATIONS
TO STATE OF ILLINOIS MEDICAL
CENTER COMMISSION.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a Home Rule Unit, does hereby authorize and approve the sale of the vacant parcels of real properties described herein, which are owned by the City

of Chicago, to the State of Illinois Medical Center Commission, 736 South Ashland Avenue, Chicago, Illinois 60607, for the consideration cited here:

Real Estate No. 4229
2208 West Campbell Parkway

P.I. No. 17-18-306-025
\$2,100.00

Sub-Lot 4 of F.W. and J.L. Campbell's Subdivision of Block 2 in Morris and Others' Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Nos. 3764, 3786 and 779
2219-2225 West Campbell Parkway

P.I. Nos. 17-18-307-018, 019 and 020
\$10,000.00

Lots 40, 41, 42 and 43, in Campbell's Subdivision of Block 2 in Morris and Others' Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Nos. 2164 and 1257
2220-2222 West Campbell Parkway

P.I. Nos. 17-18-306-019 and 020
\$4,600.00

Lots 9 and 10 in F.J. and J.L. Campbell's Subdivision of Block 2 in Morris and Other's Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Nos. 6695 and 6694
2233-2235 West Campbell Parkway

P.I. Nos. 17-18-307-013 and 014
\$4,600.00

Lots 36 and 37 in Campbell's Subdivision of Block 2 in Morris and Other's Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Real Estate No. 2250
2240 West Campbell Parkway

P.I. No. 17-18-306-011
\$1,700.00

Sub-Lot 3 in Subdivision of Lots 17 and 18 and the East 1/2 of Lot 19 of F.W. and J.L. Campbell's Subdivision of Block 2 of Morris and Others Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate No. 3394
2244 West Campbell Parkway

P.I. No. 17-18-306-009
\$1,700.00

Sub-Lot 1 in Subdivision of Lots 17 and 18 and the East 1/2 of Lot 19 of F.W. and J.L. Campbell's Subdivision of Block 2 of Morris and Others Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate No. 2248
2248 West Campbell Parkway

P.I. No. 17-18-306-007
\$1,700.00

Sub-Lot 2 in Drew and Cruver's Subdivision of Lots 20, 21 and the West 1/2 of Lot 19 in F.W. and J.L. Campbell's Subdivision of Block 2 in Morris and Others Subdivision of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Nos. 3776, 4699 and 5672
748-752 South Leavitt Street

P.I. Nos. 17-18-307-065, 066 and 067
\$7,000.00

Lots 5, 6 and 7, in the Subdivision of Lots 4, 5, 6, 7, 8 and 9 in Block 4 in Foster's Subdivision of Blocks 3 and 14 in Morris and Others' Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That the sale of these City of Chicago parcels of vacant properties to the State of Illinois Medical Center Commission, is solely for the purpose in developing the Chicago Technology Park. Failure to use these parcels of vacant real properties for this express purpose will result in title to said properties reverting to the City of Chicago.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute quitclaim deeds conveying said parcels of real property to the State of Illinois Medical Center Commission, with the City Clerk attesting to said conveyances.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ACCEPTANCE OF BID FOR PURCHASE OF BOARD OF
EDUCATION PROPERTY AT 4440-4444 SOUTH
WABASH AVENUE.

The Committee on Land Aquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on Land Acquisition and Disposition of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to Illinois Revised Statute, Chapter 122, paragraph 34-21, subsection (b) (2), the sale of real estate acquired, used or held for school purposes, having a fair market value of less than \$25,000 may be negotiated by the Board of Education of the City of Chicago and is exempt from the requirement of notice and competitive bid; and

WHEREAS, The real estate hereinafter described was used for school purposes; and

WHEREAS, The real estate hereinafter described has a fair market value of less than \$25,000 as evidenced by the following two appraisals:

Appraisal Associates, Inc.

John F. Enright, M.A.I.

September 21, 1984

Fair Market Value \$9,800

James O. Hamilton Company

James O. Hamilton, M.A.I.

December 4, 1984

Fair Market Value \$8,200

WHEREAS, The Board of Education of the City of Chicago, by a vote of not less than three-fourths of its full membership, has recommended to the City Council that the following offer from the Church of the Living God, 14 E. 45th Street, Chicago, Illinois 60653, in the amount of \$8,500 be accepted; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the offer of the Church of the Living God to purchase the vacant land legally described as follows, to-wit:

Lot 3 and south 10 feet of Lot 2 together with the east half of the original 20 foot alley west of and adjoining said Lot 3 and said south 10 feet of Lot 2, vacated by the ordinance, a copy of which was recorded January 20, 1984 as Document 26948725, and also including the west 10 feet of said Lot 3 and said south 10 feet of Lot 2 marked "Open Alley" which was recorded March 16, 1963 as Document 18798414, and now also vacated by said ordinance, a copy of which was recorded January 20, 1984 as Document 26948725, all in Block 2 in Hoxie's Subdivision of the south 263.18 feet of the north 1250.54 feet of the west 886.24 feet of the west half of the southwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian

which land has a frontage of 60.0 feet on the west side of S. Wabash Avenue having a depth of 171 feet 11 1/4 inches, contains approximately 10,317 square feet and is vacant land that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Comptroller is authorized to deliver said deed to the purchaser or his nominee upon receipt of the purchase price.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

**BIDS REJECTED AND CITY COMPTROLLER AUTHORIZED
TO RE-ADVERTISE FOR SALE CITY-OWNED
PROPERTY AT SUNDRY LOCATIONS.**

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass six proposed ordinances transmitted therewith to reject bids for City-owned property and to re-advertise same for sale.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

4223 West Grenshaw Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of United Baptist Church, 4220 West Roosevelt Road, Chicago, Illinois 60624 to purchase for the sum of \$1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, page 3594.

SECTION 2. The City Clerk is authorized to deliver the deposit check to the City Comptroller. Said deposit check to be considered liquidated damages for the failure of the successful bidder, as selected by the City Council, to close on the sale of said property within the allotted time.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The east 17 feet of Lot 43 and the west 16 feet of Lot 44 in Block 7 in Webster Betcheller's Subdivision of part of the south east 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded February 7, 1890 as Document No. 1219274, in Cook County, Illinois (commonly known as 4223 West Grenshaw Street, Permanent Tax No. 16-15-426-013).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

6511 South Lafayette Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Levater Greer, 9923 South Peoria Street, Chicago, Illinois 60647 to purchase for the sum of \$100.00, the City-owned vacant property, previously advertised pursuant to Council authority passed October 20, 1983, pages 2706 and 2707.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The south 45.5 feet of Lot 5 (except the east 2-1/2 feet thereof) in County Clerk's Division of Lot 8 in Block 11 in Skinner & Judd's Subdivision in the Northeast 1/4 of Section 21, Township 38 North, Range 14, also the west 27 1/2 feet of the south 45.5 feet of the east 52 1/2 feet of Lot 8 in Block 11 in Skinner & Judd's Subdivision aforesaid lying E. of the 3rd Principal Meridian, in Cook County, Illinois (commonly known as 6511 South Lafayette Avenue, Permanent Tax No. 20-21-213-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1520 North Throop Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Suzanno Delgado and Cindy Montes, 1524 North Throop Street, Chicago, Illinois to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1985, pages 3612 and 3613.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The north half of Lot 9 in Block 33 in Elston Addition to Chicago in the Northwest quarter of the Northwest quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1520 North Throop Street, Permanent Tax No. 17-05-104-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

6014-6016 South Union Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Church of the Living God (C.W.F.F.), 8425 South Damen Avenue, Chicago, Illinois to purchase for the sum of

\$1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, page 3613.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 7 and 8 in Smith's Subdivision of the west 1/2 of Lot 38 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6014-6016 South Union Avenue, Permanent Tax No. 20-16-307-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

3311-3325 West Washington Boulevard.

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

SECTION 1. The City of Chicago hereby rejects the bid of Albert G. Overton P.O. Box 24-310, Chicago, Illinois 60624 to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, page 3616.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 5, 6, 7, 8, 9 and 10 (except that part of said lots taken for widening West Washington Boulevard) in Block 3 in Pecks Subdivision of the west 19.48 acres of that lying south of Lake Street of the southwest quarter of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3311-3325 West Washington Boulevard, Permanent Tax Nos. 16-11-414-007 and 006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1533 West 69th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Richard Walker and Rosie Lee Walker, 6914 South Justine Street, Chicago, Illinois to purchase for the sum of \$550.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 23, 1983, page 3619.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot one (1) in Block four (4) in Marston and Angur's Subdivision of the Southwest quarter of the Southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1533 West 69th Street, Permanent Tax No. 20- 20-316-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted separate reports recommending that the City Council pass six proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

934 West Cuyler Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Thorek Hospital and Medical Center, 850 West Irving Park Road, Chicago, Illinois to purchase for the sum of \$30,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 20, 1983, pages 2704-2703 described as follows:

Lot 7 (except the East 54 feet) and Lot 8 in Block 1 in J. M. W. Jones Subdivision of Lots 25 to 28 inclusive in E. E. Hundleys Subdivision of the East half of the South East quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 934 West Cuyler Avenue, Permanent Tax No. 14-17-415-028).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2547-2549 South Hillock Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Adolph A. Haugh and Evelyn M. Haugh, his wife, 2545 S. Hillock Avenue, as joint tenancy with right to survivorship, to purchase for the sum of \$10,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed February 15, 1984, pages 5067-5068 described as follows:

Lots 7 and 8 in Maher's Subdivision of Lots 1 and 4 in Block 22 in Canal Trustees Subdivision of Blocks in south fractional half of the west half of the Northeast quarter of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2547-2549 South Hillock Avenue, Permanent Tax No. 17-29-402-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for 1985 and subsequent years.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

4418 South Michigan Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Bethel African Methodist Episcopal Church, 4448 South Michigan Avenue, Chicago, Illinois to purchase for the sum of \$3,526.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, pages 3600- 3601 described as follows:

That part of Lot 8 in Block 5 in L. W. Stone's Subdivision of the E. 20 Acres of the N. 30 Acres of the W. 1/2 of the S.W. 1/4 of Section 3, Township 38 N., Range 14 E of the Third Principal Meridian, described as follows: Beginning at a point on the E. line of said Lot 8, 20.86 feet S. of the N.E. corner of said Lot; thence running S. along East

line of said Lot, 25 feet to a point; thence running S. along East line of said Lot 25 feet to a point; thence running W. 161 feet more or less to a point in the W. line of said Lot 45.32 feet S. of the N.W. corner of said Lot; thence N. along the W. line of said Lot 25.46 feet to a point in said W. line 20.86 feet S. of N.W. corner of said Lot; thence E. 161 feet more or less to the point of beginning, in Cook County, Illinois (commonly known as 4418 South Michigan Avenue, Permanent Tax No. 20-03-307-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$353.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit check to the unsuccessful bidders for the purchase of said property.

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

2534-2544 North Milwaukee Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of 2470 N. Milwaukee Corp. and Steel Craft Products, 2470 N. Milwaukee Avenue, Chicago, Illinois, 60647 to purchase for the sum of \$42,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 1, 1984 page 9859 described as follows:

Lots 23, 24 and 25 in Block 1 in Subdivision of Lots 4 and 6 in the County Clerk's Division of part of the West half of the Southwest quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian; and Lots 1 and 2 in Arnold Bros. Subdivision of Lot 5 in County Clerk's Division of part of the West half of the Southwest quarter of the aforesaid Section 25; all taken as a tract, expecting from said tract that part lying Southwesterly and Westerly of the following describe line: beginning on the northwesterly line of said tract (being also the Northwesterly line of the aforesaid Lot 2) at a point 43.12 feet Southwest of the most Northerly corner thereof; thence Southerly 20.088 feet more or less to a point 11.07 feet Southeasterly

of the Northeasterly line of said tract at a point 58.64 feet Southwest of the most Northerly corner thereof, to the Southeasterly line of said tract (being also the Southeasterly line of the aforesaid Lot 23) at a point 75.31 feet Southwest of the most Easterly corner thereof; thence Southeasterly along the last-described line 114.763 feet more or less to the Southeasterly line of said tract, all in Cook County, Illinois (commonly known as 2534-2544 North Milwaukee Avenue, Permanent Tax Nos. 13-25- 314-012 and 030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$4,200.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit check to the unsuccessful bidders for the purchase of said property.

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

627-631 East Oakwood Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Herman Francisco and Patricia A. Fowlkes (as joint tenancy, with right to survivorship), 633 East Oakwood Boulevard, Chicago, Illinois, to purchase for the sum of \$10,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, page 3608 described as follows:

The West quarter and the West half of the East half and the East half of the West half of the South 115 feet of the North 125 feet of Lot 6 in Block 3 in Cleaverville Addition in Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 627- 631 East Oakwood Boulevard, Permanent Tax Nos. 20-03-207-028 and 20-03- 207-029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon the receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

201 West 95th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Harriet Reibschaid, 30 West Avenue, Riverside, Illinois 60546, to purchase for the sum of \$9,500.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 23, 1983, pages 3619-3620 described as follows:

Lot 1 (except that part of Lot 1 conveyed to the City of Chicago by Deed rec. as Doc. No. 10732382) in Block 1 of John H. Gay's Subdivision of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, (and except the West 67 feet of Lot 1) in Cook County, Illinois (commonly known as 201 West 95th Street, Permanent Tax No. 25-09-203-010).

Subject to special assessment of record and also to general taxes after delivery of quitclaim deed.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$950.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon the receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

CITY COMPTROLLER AUTHORIZED TO ADVERTISE FOR
SALE PARCELS OF CITY-OWNED PROPERTY
AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted twenty proposed ordinances (under separate reports) recommending that the City Council pass said proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned property at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

3527 South Calumet Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Frank W. Campbell's Subdivision of Lots 2 to 14 and 27 to 39 in Frost, Skilton & Cone Subdivision of Lot 2 and the East 1/4 of the West 1/2 of Lot 4 (except the South 49 feet thereof) in Assessor's Division of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3527 South Calumet Avenue, Permanent Tax No. 17-34-312-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

2126-2130 West Division Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 17 and 18 in Pickett's Subdivision of that part of Lot 13 in the Assessor's Division of Unsubdivided Lands in the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2126-2130 West Division Street, Permanent Tax Nos. 17-06-120-030 and 029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1936 West Grand Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 91 (except the North 6 feet for alley) in Cockran's Subdivision of the North part of Block 20 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1936 West Grand Avenue, Permanent Tax No. 17-07-218-032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1302-1316 North Halsted Street/1309-1317 North Kingsbury Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 12 thru 17 in Block 72 in John Yale's Resubdivision of Blocks 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 and 72 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1302-1316 North Halsted Street/1309-1317 North Kingsbury Street, Permanent Tax Nos. 17-05-225-011 and 012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

7132 South Halsted Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 76 in Downing & Phillips' Normal Park Addition, being a Subdivision of the East 1/2 of the Northeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, (except the South 149 feet thereof) in Cook County, Illinois (commonly known as 7132 South Halsted Street, Permanent Tax No. 20-29-207-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

7139 South Halsted Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 16 in Block 3 in Parmly's Normal Park Addition, a Subdivision of the Northwest quarter of the Northwest quarter of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7139 South Halsted Street, Permanent Tax No. 20-28-100-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1605 South Harding Avenue/3925-3927 West 16th Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 2 in Moore's Subdivision of Lot 1 in the Superior Court partition of the West 60 Acres of that part of the Southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of Ogden Avenue all in Cook County, Illinois (commonly known as 1605 South Harding Avenue/3925-3927 West 16th Street, Permanent Tax No. 16-23-301-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1306 West Huron Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 31 in Block 3 in Taylor's Subdivision of Block 1 in Assessor's Division of East half of Northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1306 West Huron Street, Permanent Tax No. 17-08-105-046).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

304-310 South Karlov Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 2 in James H. Brewster's Subdivision of the North 20 Acres of the South 40 Acres of the East 1/2 of the Northeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 304-310 South Karlov Avenue, Permanent Tax No. 16-15-218-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

2308 West Madison Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 97 in Charles Follansbee's Subdivision of block 57 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2308 West Madison Street, Permanent Tax No. 17-07-328-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

815 South Oakley Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 48 in Campbell's Division of Block 4 in Morris and Others' Subdivision of the West half of the Southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 815 South Oakley Avenue).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

825 South Oakley Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 44 in Campbell's Subdivision of Block 4 in Morris and Others' Subdivision of the West 1/2 of the Southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 825 South Oakley Avenue).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

2141 South Pulaski Road.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 146 in Subdivision of Lots 2, 3 and 5 in Superior Court Partition of the West 60 Acres North of the Road of the Southwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2141 South Pulaski Road, Permanent Tax No. 16-23-317-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1615-1619 South Spaulding Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 34 and 35 in Block 2 in the Subdivision of Block 10 in Prescott's Douglas Park Addition to Chicago, a Subdivision of Blocks 1, 2, 5 and 10 of Circuit Court Partition of the East 1/2 of the Northeast 1/4 and the East 1/2 of the Southeast 1/2 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1615-1619 South Spaulding Avenue, Permanent Tax Nos. 16-23-406-006 and 007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1817 North Talman Street.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 25 feet of the North 75 feet of the West 125 feet of that part of Lot 4 lying East of the West 33 feet in Block 4 in Bordens Subdivision of the West 1/2 of the Southeast 1/4 in Section 36, Township 40 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 1817 North Talman Street, Permanent Tax No. 13-36-412-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

6032-6038 South Vernon Avenue.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 38 and 39 in Block 1 and Lots 36 and 37 and the North 2 inches in Lot 35 in Block J. J. Mitchell's South Park Subdivision of Blocks 9, 10 and 11 in Maher's Subdivision of the West 1/2 of the Southeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6032-6038 South Vernon Avenue, Permanent Tax Nos. 20-15-401-024 and 025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

2112-2116 West Washington Boulevard.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 76 and 75 in Stinson Subdivision of Block 54 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2112-2116 West Washington Boulevard, Permanent Tax Nos. 17-07-322-033 and 032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

1049 West 31st Place.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 35 in Dickinson's Subdivision of South 1/2 of Block 1 in Assessor's Division of West 1/2 of Northeast 1/4 of Section 32, Township 39 North, Range 14 lying East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1049 West 31st Place, Permanent Tax No. 17-32-206- 505).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

533 West 46th Place.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 9 in Wood's Subdivision of Lot 8 in Peter Fortune's Subdivision of 2 acres in the South West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian with the South 440 feet of the 132 feet East and adjoining the West 93 1/3 rods of the South West quarter of Section 4, aforesaid in Cook County, Illinois (commonly known as 533 West 46th Place, Permanent Tax No. 20-04-331-

008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

3513-3527 West 116th Place.

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Block 23 (except the West three hundred twenty feet and except the East 128.10 feet thereof) in Atwood's Addition to Washington Heights, being a Subdivision of the North one hundred acres of the Southwest quarter and the North fifty acres of the West half of the Southeast quarter of Section 23, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3513-3527 West 116th Place, Permanent Tax No. 23-23-406-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

Action Deferred -- APPROVAL GRANTED FOR EXECUTION OF
EASEMENT AGREEMENT BETWEEN CITY AND ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR RAMP
ROADWAY FROM LAKE SHORE DRIVE TO
STREETER DRIVE.

The Committee on Land Acquisition and Disposition submitted the following report which was, on motion of Alderman Natarus and Alderman Stone, *Deferred* and ordered published:

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred a communication from the Office of the Mayor transmitting an ordinance approving the execution of an Easement from the City of Chicago to the State of Illinois Department of Transportation granting a ramp roadway easement leading from Lake Shore Drive to Streeter Drive. In consideration of one dollar (\$1.00) the Public Commission of Chicago and the City of Chicago by ordinance adopted January 28, 1983 authorized the granting of a perpetual easement to the Illinois Department of Transportation for a ramp from Lake Shore Drive across a parcel of land, title of which was in the Public Building Commission, to Streeter Drive having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM J.P. BANKS,
Chairman.

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

WHEREAS, The Public Building Commission of Chicago and the City of Chicago, by ordinance adopted January 28, 1983, authorized the granting of a perpetual easement to the Illinois Department of Transportation of the State of Illinois for a ramp leading from Lake Shore Drive across a parcel of land, title to which was in the Public Building Commission, to Streeter Drive; and

WHEREAS, The Illinois Department of Transportation and the Department of Public Works require an additional area necessary for said ramp; and

WHEREAS, The Public Building Commission of Chicago is in title to the land over which said ramp will run subject to a reversionary interest in the City of Chicago; and

WHEREAS, The Public Building Commission Board has approved a grant of easement to the State of Illinois, Department of Transportation over said area, subject to concurrence by the City of Chicago; and

WHEREAS, This body has been advised by the Department of Public Works of the City of Chicago of the benefit accruing to the City by the proposed ramp construction; now, therefore,

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

SECTION 1. An easement agreement for a proposed ramp as described below and substantially in the following form is hereby approved.

This Indenture, made and entered into this _____ day of _____, A.D. 198__, by and between the Public Building Commission of Chicago, and the City of Chicago, Municipal Corporations organized and existing under and by virtue of the laws of the State of Illinois, hereinafter known as "Grantor" and the people of the State of Illinois, Department of Transportation, hereinafter referred to as "State".

Witnesseth:

That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby give and grant in perpetuity to the State a permanent easement for construction, maintenance, operation, repair and replacement of a roadway structure and related appurtenances upon, under and across the following described property as shown on "Exhibit A" attached hereto and made a part thereof.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first above written.

SECTION 2. The Mayor is hereby authorized to execute the same and the City Clerk to attest thereto.

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

Exhibit A attached to this ordinance reads as follows:

Parcel 13-b1.

That part of the North half of the Ogden Slip lying South of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Commencing at a point on the South line of said Lot 7, having a bearing of North 89 degrees 9 minutes 7 seconds East (assumed), 394.377 feet East of the Southwest corner of said Lot 7; thence South 0 degrees 14 minutes 11 seconds East a distance of 60.629 feet to the point of beginning; thence South 89 degrees 45 minutes 49 seconds West a distance of 14.972 feet; thence South 8 degrees 13 minutes 42 seconds West a distance of 5.751 feet to the center line of aforesaid Slip; thence East along said center line having a bearing North 89 degrees 26 minutes 23 seconds East a distance of 14.608 feet; thence North along a straight line a distance of 5.735 feet to the point of beginning.

Parcel 13-b2.

That part of the North half of the Ogden Slip lying South of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39, North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Beginning at a point on the South line of Lot 7, having a bearing of North 89 degrees 9 minutes 7 seconds East (assumed), 394.377 feet East of the Southwest corner of said Lot 7; thence South 0 degrees 14 minutes 11 seconds East along a straight line a distance of 53.440 feet; thence Northeasterly along a straight line a distance of 62.744 feet to a point on the South line of said Lot 7, said point being 32.313 feet East of the point of beginning; thence West along the South line of Lot 7 a distance of 32.313 feet to the point of beginning.

Parcel 13-c1.

That part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition is Section 10, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Commencing at the point of intersection of the South line of the North 366 feet of said Lot 7, being also the South line of East Illinois St. and the East line of the West 900 feet of said Lot 7; thence West along the South line of East Illinois Street having a bearing of South 89 degrees 43 minutes 30 seconds West (assumed) a distance of 354.100 feet to the point of beginning; thence South along a straight line bearing South 0 degrees 16 minutes 23 seconds East a distance of 4.259 feet to a point on a curve; thence Westerly and Southwesterly along a curve convex to the Northwest with a radius of 187.705 feet an arc distance of 257.006 feet, with a chord length of 237.396 feet with a bearing of South 50 degrees 30 minutes 7 seconds West to a point on the South line of said Lot 7; thence West along the South line of said Lot 7 having a bearing of South 89 degrees 9 minutes 7 seconds West a distance of 1.905 feet; thence North 9 degrees 9 minutes 50 seconds East a distance of 7.79 feet to a point of curve; thence Northerly and Northeasterly along a curve convex to the Northwest with a radius of 170.820 feet an arc distance of 242.871 feet and a chord distance of 222.925 with a bearing of North 48 degrees 59 minutes 59 seconds East; thence North 0 degrees 16 minutes 24 seconds West a distance of 1.252 feet to the South line of East Illinois Street; thence East along said South line a distance of 15.605 feet to the point of beginning.

Parcel 13-c2.

That part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

Commencing at the point of intersection of the South line of the North 366 feet of said Lot 7 and the East line of the West 900 feet of said Lot 7; thence South 0 degrees 05 minutes 08 seconds East (assumed) along the East line of the West 900 feet of said Lot 7 a distance of 35.923 feet to the point of beginning; thence continuing South along said East line of the West 900 feet a distance of 25.925 feet; thence South 89 degrees 43 minutes 36 seconds West a distance of 289.205 feet to a point of curve; thence Westerly and Southwesterly along a curve convex to the Northwest with a radius of 230.855 feet an arc distance of 213.515 feet, with a chord length of 205.985 feet with a bearing of South 63 degrees 14 minutes 0 seconds West, to the South line of said Lot 7; thence South 89 degrees 09 minutes 07 seconds West along said South line a distance of 36.909 feet to a point on a curve; thence Northerly and Northeasterly along a curve convex to the Northwest with a radius of

155.180 feet an arc distance of 206.408 feet and a chord distance of 191.525 feet with a bearing of North 51 degrees 37 minutes 15 seconds East to a point of tangency; thence east along a straight line having a bearing of North 89 degrees 43 minutes 36 seconds East a distance of 359.822 feet to the point of beginning.

COMMITTEE ON LEASES.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

Department of Police
5005 South Ashland Avenue.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Andrew M. Wirtel, as sole beneficiary, under Marquette National Bank, Trust No. 7847, dated June 2, 1977, as lessor, for approximately 1,337 square feet of office space located at 5005 South Ashland Avenue for use by the Department of Police/Beat Representative Program, as lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 16208 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

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

Three Hundred Seventy-five and no/100 (\$375.00) Dollars per month for the period beginning on the 1st day of February, 1985 and ending on the 31st day of January, 1986;

Three Hundred Eighty-five and no/100 (\$385.00) Dollars per month for the period beginning on the 1st day of February, 1986 and ending on the 31st day of January, 1987;

Three Hundred Ninety and no/100 (\$390.00) Dollars per month for the period beginning on the 1st day of February, 1987 and ending on the 31st day of January, 1988.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Andrew Wirtel, 5005 South Ashland Avenue, Chicago, Illinois, 60609.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

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

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

Provide air-conditioning unit and maintain the same

(Continued on page 16209)

LEASE--Short Form Lease No. 12000

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19 _____, between Andrew M. Wirtel, as Sole Beneficiary, Under Marquette National Bank Trust, Trust No. 7847, Dated June 2, 1977, as Lessor,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises-- situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1,337 square feet of office space located on the ground floor at 5005 South Ashland for the Beat Representative Program/ Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1985, and ending on the 31st day of January A. D. 1988. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Andrew Wirtel, 5005 S. Ashland Ave., Chicago, IL 60609 or at such other place as the Lessor from time to time in writing may appoint. For Lessor and Lessee Notification Provision See Rider Attached Hereto and Made a Part Hereof.
 Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provision See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor shall comply with the provisions of the Municipal Building Code.

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

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made a Part Hereof.

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

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

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

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

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

Approved:

Assistant Corporation Counsel

Director,

Real Estate XEROX

Andrew M. Wirtel, as Sole Beneficiary, Under Marquette National Bank Trust, Trust No. 7847, Dated June 2, 1977.

By

Comptroller,

Approved:

Superintendent, Department of Police

(Continued from page 16207)

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

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

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises

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

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

Lessee under this lease shall:

Pay for electricity as metered, including electricity for window air- conditioning

Provide and maintain plate glass insurance

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included:

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

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

*Department of Police
4818 North Elston Avenue.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Bankers Life and Casualty Company, an Illinois Corporation, as sole beneficiary under Citizens Bank and Trust Company, Trust No. L-1326, dated August 20, 1970, as lessor, for approximately 1,848 square feet of office space on the first floor of the building located at 4818 North Elston Avenue and parking spaces adjacent to said building, for use by the Department of Police/Beat Representative Program, as lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 16211 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

(Continued on page 16212)

LEASE-Short Form Lease No. 12021

Form C. O. No. 1B

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19____, between Bankers Life and Casualty Company, an Illinois Corporation, as Sole Beneficiary under Citizens Bank and Trust Company, Trust No. L-1326, dated August 20, 1970, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,848 square feet on the first floor as office space located at 4818 North Elston and parking space adjacent to said building for use as an Area Center for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1985, and ending on the 31st day of May A. D. 1986. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Joseph N. Wurga, Bankers Life & Casualty Co., 4444 W. Lawrence, Chicago, IL 60630 or at such other place as the Lessor from time to time in writing may appoint. For Lessor and Lessee Notification Provision See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor shall comply with the provisions of the Municipal Building Code

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

For Responsibilities of Lessor and Lessee See Rider

Attached Hereto and Made a Part Hereof.

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

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

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

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

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

Approved: _____
Assistant Corporation Counsel.
Director, _____
Real Estate ~~X~~220K

Approved: _____
Superintendent, Department of Police

By: _____
P.B. Higdon, Executive Vice President for Bankers Life and Casualty Company, an Illinois Corporation, as Sole Beneficiary under Citizens Bank and Trust Company, Trust No. L-1326, dated August 20, 1970.

By: _____
Comptroller

(Continued from page 16210)

Rental Payment Provisions.

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

Five Hundred Fifty and no/100 Dollars (\$550.00) per month for a period beginning on the 1st day of June, 1985, and ending on the 31st day of May, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Bankers Life and Casualty Company, P.O. Box 93627, Chicago, Illinois, 60673.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

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

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

Provide one air-conditioning unit and maintain the same.

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

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

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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

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

expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for plate glass insurance.

Lessee under this lease shall:

Pay for electricity as metered.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

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

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

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

*Department of Police
2256 West Roscoe Avenue.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from John F. Bolz as beneficiary under Lakeview Bank Trust, Trust No. 5151, dated August 17, 1978, as lessor, for approximately 750 square feet of office space on the first (1st) floor located at 2256 W. Roscoe Avenue, for use by the Department of

Police/Beat Representative Program, as lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality in substantially the following form:

[Lease printed on page 16215 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

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

Three Hundred Seventy-five and no/100 (\$375.00) Dollars per month for the period beginning on the 1st day of June, 1985 and ending on the 31st day of May, 1986.

Three Hundred Eighty and no/100 (\$380.00) Dollars per month for the period beginning on the 1st day of June, 1986 and ending on the 31st day of May, 1987.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to John F. Bolz, 2256 W. Roscoe Avenue, Rear Bldg., Chicago, Illinois, 60618.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide one air-conditioning unit and maintain said air-conditioning unit in good operable condition.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

(Continued on page 16216)

LEASE-Short Form Lease No. 12008

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____A. D. 19 _____, between John F. Bolz, as beneficiary under Lakeview Bank Trust, Trust No. 5151,
dated August 17, 1978_____, as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 750 square feet of office space on the first (1st) floor located at 2256 West Roscoe Avenue for use as an Area Center for the City of Chicago/Department of Police, Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1985, and ending on the 31st day of May A. D. 1987. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at John F. Bolz, 2256 W. Roscoe, Rear Bldg., Chicago, 60618 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto

And Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto And Made A Part Hereof.
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part Hereof.

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

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

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

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

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

Approved: _____
Assistant Corporation Counsel.
Director, _____
Real Estate AGGCK

By: _____
John F. Bolz, as beneficiary under Lakeview Bank Trust, Trust No. 5151, dated August 17, 1978

By: _____
Comptroller,

Approved: _____
Superintendent, Department of Police

(Continued from page 16214)

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

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

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of the demised premises.

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

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

Provide and pay for exterminator services on a monthly basis, or more often if required.

Pay real estate taxes and other levies assessed against improved real property within deadlines established by the respective governmental taxing bodies.

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

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Provide and pay for plate glass insurance on the first (1st) floor of said demised premises.

Provide and pay for nightly custodial service which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

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

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

*Department of Health
1601-11 W. Howard.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Petros P. Xanthakos and Amelia Xanthakos as beneficiaries under First National Bank and Trust Company of Evanston Trust, Trust No. R-2596, dated May 21, 1982, as lessor, for approximately 8,200 square feet on the fourth (4th) floor located at 1601-11 W. Howard Street, for the Department of Health, as lessee, such lease to be approved by the Commissioner, Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 16218 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof

(Continued on page 16219)

LEASE--Short Form Lease No. 10006

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Petros P. Xanthakos and Amelia Xanthakos as Beneficiaries under First National Bank and Trust Company of Evanston Trust, Trust No. R-2596, dated May 21, 1982 as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 8,200 square feet of office space on the fourth (4th) floor for the Department of Health located at 1601-11 W. Howard Street.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1985, and ending on the 28th day of February A. D. 1986. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Petros P. Xanthakos, 540 Turium Rd., Lake Forest, IL 60045 or at such other place as the Lessor from time to time in writing may appoint. For Lessor and Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

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

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

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

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

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

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

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Petros P. Xanthakos and Amelia Xanthakos as Beneficiaries under First National Bank of Evanston Trust, Trust No. R-2596, dated May 21, 1982

Approved:

Assistant Corporation Counsel

Director,

Real Estate

Approved:

Commissioner, Department of Health

By:

Petros P. Xanthakos

By:

Amelia Xanthakos

By:

Comptroller

(Continued from page 16217)

by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

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

Five Thousand Two Hundred Eighty-two and no/100 Dollars (\$5,282.00) per month for the period beginning on the 1st day of March, 1985 and ending on the 28th day of February, 1986.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Petros P. Xanthakos, 540 Turium Road, Lake Forest, Illinois 60045.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Decorate elevator wall within thirty (30) days of execution of lease.

Provide and pay for heat (Sundays and Holidays excepted) whenever required for comfortable occupancy of the premises. Monday and Tuesday 8:30 A.M. to 8:00 P.M., Wednesday thru Friday 8:30 A.M. to 5:00 P.M. and on Saturday 8:30 A.M. to 12:30 P.M. Maintain heating plant and equipment in good operable condition.

Provide and pay for installation of gas furnace prior to August 1, 1985.

Provide and pay for elevator service on Monday and Tuesday from 8:30 A.M. to 8:00 P.M.; 8:30 A.M. to 5:00 P.M. on Wednesday, Thursday and Friday. Lessor has option to convert present manual system to a twenty-four (24) hour automatic elevator system.

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

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

Provide and pay for exterminator service on a monthly basis or more often if necessary.

Provide and pay for window washing on a annual basis.

Provide and pay for weekly scavenger service.

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

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

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

Provide and pay for nightly custodial service which includes the following:

1. Washrooms

A. Daily Services

1. Empty waste receptacles.
2. Scour and disinfect commodes, commode seats, urinals and water closers.
3. Clean washbasins, mirrors and dispensers.
4. Soap mop and rinse floors with germicidal detergent.
5. Wall surfaces, partitions, window frames, doors, sills and waste receptacles shall be spot cleaned.
6. Refill soap, paper towel and toilet tissue dispensers. Contractor shall supply all materials needed for refilling dispensers.
7. Provide plastic liners for waste containers replace weekly.
8. Radiators, window sills, ledges, grilles and stall partitions shall be dusted.

B. Bi-Weekly Services

Waste receptacles shall be damp-wiped inside and out. The full surface area of stall partitions, doors, window frames and sills shall be damp-wiped.

2. Room Cleaning

A. Daily Services

Office areas, file rooms, libraries, conference rooms, laboratories, lounges, reception areas and examination rooms shall receive the following daily cleaning:

1. Ashtrays: shall be emptied and wiped clean with damp cloth.
2. Wastebaskets: shall be emptied. Shall have plastic liners.
3. Floors: will be swept and spot mopped daily.
4. Rug Vacuuming: carpeted areas are to be vacuumed daily.
5. Drinking Fountains, Washbasins and Mirrors: washbasins and mirrors shall be cleaned as necessary to keep them in acceptable condition. Paper towels and soap shall be supplied where required.

6. Office Furniture: clean all desks, tables (when cleared), chairs, tops of files and bookcases.

B. Monthly Service

In office space, conference rooms, laboratories, examination rooms, reception rooms, hallways, etc., all wall surfaces approximately 70" from the floor will be spot clean.

C. Quarterly Service

All carpeted areas to be shampooed every three months, as necessary.

3. Entrances, Lobbies and Corridors

A. Daily

Floors shall be swept, or if carpeted vacuumed. Walls spot cleaned 70" from floor. Corridors policed each working day.

4. Floor Maintenance

A. Daily

Main Corridors, Entrances and Lobbies:

1. Hard floors shall be swept and wet mopped.
2. Resilient floors shall be swept and spray buffed.

Monthly

1. Resilient flooring in office space, file rooms, libraries, conference rooms, corridors, entrances, lobbies, toilet rooms, clinical areas, reception areas shall be stripped and floor finish applied. In areas with rugs, the rugs shall be turned back to permit the finishing operation to be performed underneath the rug for at least one foot from the edge.

5. Lights

- A. Incandescent lights and fluorescent tubes will be replaced as required. (Lights and tubes to be furnished by Department of Health).

- B. Light fixtures will be cleaned quarterly.

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

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

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

Lessee under this lease shall:

Pay for electricity as metered, including electricity for air conditioning.

Additional terms and conditions:

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

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

*Department of Children and Family Services
10 South Kedzie.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, a Municipal Corporation, as lessor, and the State of Illinois, as lessee, for approximately 1,272 square feet of office space located at 10 South Kedzie, for the Department of Children and Family Services, such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on pages 16223 thru 16228
of this Journal.]

REAL ESTATE LEASE FORM

Lease No. 20020

PAGE 1 OF 5

[1] AGREEMENT: The parties hereto agree to lease the described premises on the following terms and conditions:

[2] LESSEE: The State of Illinois, Department of Central Management Services for the use of the Using Agency or any other State agency.

[3] USING AGENCY (main office):

Department of Children & Family Services
One North Old State Capitol Plaza
Springfield, Illinois 62706

[4] LESSOR:

City of Chicago, A Municipal Corporation
320 N. Clark Street, Suite 505
Chicago, Illinois 60610

[5] MANAGING AGENT: None

LEASED PREMISES: These premises, held in (fee simple etc.) [6] Fee Simple are described as:
[7]

Consisting of approximately 1,272 square feet of office space on the lower level at the Garfield Community Service Center, located at 10 South Kedzie Avenue, Chicago, Illinois.

[8] LOCATION IN BUILDING: Lower Level

[9] SQ. FT. & HOW MEASURED: Floor Plan

[10] % OF RENTABLE SPACE: 6

BASE TERM: The term will be for [11] 24 months from [12] 7-1-84 to [13] 6-30-86.

[14] RENEWAL: None

- [15] **EARLY TERMINATION:** It is mutually covenanted and agreed that the Lessee may terminate this lease by giving 90 days notice in writing to Lessor.

IMPROVEMENTS: Improvements to be made by Lessor are shown in Exhibit I, if applicable. Work is to be completed by (date) [16] N/A. All costs to be responsible and verified. Time is of the essence.

RENTAL: Payments will be made [17] Monthly in arrears subject to legislative appropriation. Send payment to [18] City of Chicago, Comptroller Office, 121 North LaSalle Street, Chicago, Illinois, 60601

BASE RENT:

[19] Total \$ 9,540.00
 [20] Base Rent/Sq. Ft. \$ 7.50

UTILITIES	Inc.	Est.
[21] Oil	<u>X</u>	
[22] Electric	<u>X</u>	
[23] Water	<u>X</u>	
[24] Janitor	<u>X</u>	

IMPROVEMENT

[25] Total \$ N/A
 [26] N/A Month amortized/Sq. Ft. [27] \$ N/A

[28] **TOTAL SQ. FT. RENTAL** \$ 7.50
 [29] **ANNUAL RENT** \$ 9,540.00 to be paid to Lessor
 [30] Monthly Payment (Type amount in words below) [31] \$ 795.00
 [32] Seven Hundred Ninety Five and 00/100

EXHIBITS: The following exhibits are made a part of this lease:

[33] ☒ D - Disclosure [35] ☐ I - Improvement [37] ☐ _____
 [34] ☐ E - Escalation [36] ☐ P - Purchase Option [38] ☐ _____

SIGNATURES: Having agreed to lease the premises, the parties have executed this document, Lessor also certifying he has not bribed or attempted to bribe an officer or employee of the State of Illinois.

LESSOR

[39] By _____ [40] _____
 [41] Title _____
 [42] Attest _____

USING AGENCY

[43] By _____ [44] _____
 [45] Title _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

[46] By _____ [47] _____
 [48] Title _____ Negotiated By: _____

- [49] **CARE AND MAINTENANCE:** Lessee shall take the premises in the present condition, building code violations and latent defects excepted and except for improvements and repairs required to be made elsewhere in this lease.

Lessor shall provide and pay for the following:

- A. Electricity as required by lessee.
- B. Gas/oil as required by lessee.
- C. Hot and cold running water as required by lessee.
- D. Heat when weather and temperature require to heat premises to 68°.
- E. Necessary fixtures for heating, cooling, water and electricity and all maintenance and repairs thereto unless required by lessee's negligence.
- F. Janitorial service to keep premises clean, healthful and sightly.
- G. Necessary exterminating service.
- H. Elevator service where applicable.
- I. Service and maintenance of fire extinguishers.
- J. All general maintenance and repairs not caused by lessee's negligence.
- K. Compliance with all applicable building, fire and safety codes associated with lessee's use of the premises.
- L. Snow removal after each 2 inch accumulation and necessary lawn care.
- M. ~~Cleaning and decorating after each~~ months.
- N. ~~Parking for~~ cars.

O. Central Air for said premises at 72°, plus or minus 5°, when weather and temperature requires, and pay all electrical costs for operation of same.

- [50] **HANDICAPPED ACCESSIBILITY:** The leased premises provides for handicapped accessibility as follows:

A. Level or ramped entrance	☒ Yes	☐ No
B. Usable restrooms	☒ Yes	☐ No
C. Usable water fountains	☒ Yes	☐ No
D. Elevators to all floors	☒ Yes	☐ No
E. Parking (10% at 12" width)	☐ Yes	☐ No n/a
F. Doors (32" wide)	☒ Yes	☐ No
G. Ramps (48" wide)	☐ Yes	☒ No
H. Safety switches (57" or less)	☐ Yes	☒ No
I. Braille markings	☐ Yes	☒ No

Exceptions granted for items marked "no" based on:

J. Lack of alternate site	☐ Yes
K. Lack of funds	☐ Yes
L. On-going program	☒ Yes
M. Immediate need	☐ Yes
N. Lack of use	☐ Yes

- [51] **RENTAL:** Lessor may only look to the Using Agency for payment of rent or other charges. CMS is not responsible for payment unless it is a Using Agency.
- [52] **FISCAL FUNDING:** Any lease that extends beyond June 30 of any year is subject to sufficient funds being made available by the General Assembly or Federal Funding source.
- [53] **FEDERAL FUNDING (Strike if not applicable):** Lessor understands that liability for rent is due solely from Federal Funds.
- [54] **PURCHASE OPTION:** A purchase option has not been agreed to. Any such information is shown in Exhibit P.
- [55] **QUIET ENJOYMENT:** Lessor covenants that it has full right and power to execute and perform this lease. Authority for corporations, partnerships and trust is shown as Exhibit D. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, lessor shall provide that default of foreclosure will not affect the lease.
- [56] **POSSESSION AND SURRENDER:** Lessee will be entitled to possession on the scheduled date of occupancy and shall yield possession at the termination of the lease.

Should Lessor be unable to give possession on said date, neither Lessee nor Agency shall be liable for rent, and rent shall be prorated from date of occupancy and if possession cannot be given within 30 days of the commencement of the lease terms for reasons other than the delay by causes beyond the reasonable control of the Lessor, inability to acquire adequate financing shall not be considered sufficient cause for delay, then Lessee, at its own option may terminate this lease.

Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond lessee's control; and improvements herein permitted or required excepted.

Lessee may remove all State owned or paid for equipment, fixtures and improvements if any damage caused by such removals is paid for.

REAL ESTATE LEASE FORM

PAGE 4 OF 5

- [57] **ASSIGNMENT:** The Department of Central Management Services may substitute Using Agencies at any time. The substitute agency would be responsible for all future obligations unless otherwise specified by the Department.
- [58] **CONDEMNATION:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable for lessee, the lessee may terminate the lease by giving at least 30 days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by lessee.
- [59] **UNTENANTABILITY:** If the premises becomes untenable because of casualty or lessor's act or neglect, lessee may declare the lease terminated and may vacate if the problem is not cured by the lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.
- [60] **INSURANCE:** Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover lessee's equipment or office furnishings.
- [61] **BREACH:** Failure of lessor to comply with this lease, to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of the lease. This will allow lessee the option of having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminate the lease. If the lease is terminated, lessee may remain in possession, making payments at the monthly rate, until suitable substitute premises are available.
- Failure of lessee to declare a breach on one occasion does not act as a waiver to declare breach on another occasion.
- [62] **COVENANTS BINDING:** All covenants and representations made in this lease are dependant and will be binding upon, apply to and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express approval of the Department of Central Management Services.
- [63] **DISCLOSURE STATEMENTS:** Lessor must disclose the names of any State officer or employee who is entitled to receive more than 7 1/2 % of the proceeds of this lease. If lessor is a trust all beneficiaries must be disclosed.
- If any State officer or employee has a prohibited interest, the lease may be cancelled without charge or penalty to Lessee.
- Exhibit D must be attached when necessary to disclose beneficial interests.
- [64] **EXAMINATION OF RECORDS:** Lessor agrees to allow lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease.
- [65] **SIGNATURE:** Representatives of the Department of Central Management Services and the Using Agency execute this document in their official capacity only and not as individuals.
- [66] **NOTICES:** Notices to lessor shall be sent to the address shown on page one of this lease. Notices to lessee shall be sent to the Using Agency at the address shown on page one of this lease and to the Department of Central management Services at either 723 Stratton Office Building, Springfield, Illinois 62706 or Room 1400, 160 N. LaSalle, Chicago, Illinois 60601. All notices will be effective upon posting in the U.S. Mail.
- [67] **LAWS OF ILLINOIS:** This lease will be interpreted in accordance with Illinois laws.



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

EXHIBIT D

LEASE CONTROL NUMBER 2564

REAL ESTATE LEASE FORM

Disclosure/Authorization

PAGE 5 OF 5

Disclosure of the following information is required by Illinois law (Ill. Rev. Stat. ch. 102, per. 3.1 and ch. 127, per. 132.10-1 and 17-7). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

- I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.)

City of Chicago, A Municipal Corporation

- II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

N/A

- III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?
 _____ NO _____ YES If "yes", explain employment and/or relationship.

N/A

- IV. I, _____, state on oath or affirm that I am (title) _____
 for/of (firm/name) _____. I have
 been authorized by (name/title) _____ to execute a
 lease of the subject property and to commit to all described covenants. I will provide any additional documentation requested by
 the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.

For Signatures See Attached Exhibit E

State of Illinois)
 County of _____) SS
)

Signature date

I, _____, certify that
 on _____, 198____, _____,
 personally appeared before me and swore or affirmed that he signed
 this document as _____ of _____
 and that the information provided was true and correct.

Attestation (name/title) date

Notary

Seal

Seal

Notary Public Commission Expires _____

EXHIBIT E

By: _____
Commissioner, Department of
Public Works

By: _____
Comptroller

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

*Department of Corrections.
10 South Kedzie Avenue.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, a Municipal Corporation, as lessor, and the State of Illinois, as lessee, for approximately 857 square feet of office space located at 10 South Kedzie Avenue, for the Department of Corrections; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on pages 16230 thru
16235 of this Journal.]

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

*Department of Health
10305 South King Drive.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Margaret Avance, Jodie H. Avance, Joseph F. Scott and Theodore Scott as tenants in common not as joint tenants, as lessors, at 10305 South King Drive, containing approximately 2,227 square feet of office space and for use by the Department of Health, as lessee; such lease to be approved by the Commissioner of the Department of Health and to be approved by the Corporation Counsel in substantially the following form:

[Lease printed on page 16236 of this Journal].

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

(Continued on page 16237)



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

LEASE CONTROL NUMBER 01768**REAL ESTATE LEASE FORM**Lease No. 20019PAGE 1 OF 5

[1] **AGREEMENT:** The parties hereto agree to lease the described premises on the following terms and conditions:

[2] **LESSEE:** The State of Illinois, Department of Central Management Services for the use of the Using Agency or any other State agency.

[3] **USING AGENCY** (main office):

Department of Corrections
1301 Concordia Court
Springfield, Illinois 62702

[4] **LESSOR:**

City of Chicago, A Municipal Corporation
320 N. Clark Street, Suite 505
Chicago, Illinois 60610

[5] **MANAGING AGENT:**

LEASED PREMISES: These premises, held in (fee simple etc.) [6] Fee Simple are described as:
[7]

Consisting of approximately 857 square feet of office space in Room 203 at the Garfield Community Service Center, located at 10 South Kedzie Avenue, Chicago, Illinois.

[8] **LOCATION IN BUILDING:** Second Floor

[9] **SQ. FT. & HOW MEASURED:** Floor Plan

[10] **% OF RENTABLE SPACE:** 3

BASE TERM: The term will be for [11] 24 months from [12] 7-1-84 to [13] 6-30-86.

[14] **RENEWAL:** None

It is mutually covenanted and agreed that either party may terminate this lease by giving 90 days prior written notice.

IMPROVEMENTS: Improvements to be made by Lessor are shown in Exhibit I, if applicable. Work is to be completed by (date) [16] N/A. All costs to be responsible and verified. Time is of the essence.

RENTAL: Payments will be made [17] Monthly in arrears subject to legislative appropriation. Send payment to [18] City of Chicago, Comptroller Office, 121 North LaSalle Street, Chicago, Illinois, 60601

BASE RENT:

[19] Total \$ 6,427.50
[20] Base Rent/Sq. Ft. \$ 7.50

UTILITIES

	Inc.	Est.
[21] Gas/Oil	<u>X</u>	<u> </u>
[22] Electric	<u>X</u>	<u> </u>
[23] Water	<u>X</u>	<u> </u>
[24] Janitor	<u>X</u>	<u> </u>

IMPROVEMENT

[25] Total \$ N/A
[26] N/A Month amortized/Sq. Ft. [27] \$ N/A

[28] TOTAL SQ. FT. RENTAL \$ 7.50

[29] ANNUAL RENT \$ 6,427.50 to be paid to Lessor

[30] Monthly Payment (Type amount in words below) [31] \$ 535.62

[32] Five Hundred Thirty Five and 62/100

EXHIBITS: The following exhibits are made a part of this lease:

[33] ☒ D - Disclosure [35] ☐ I - Improvement [37] ☐ _____
[34] ☐ E - Escalation [36] ☐ P - Purchase Option [38] ☐ _____

SIGNATURES: Having agreed to lease the premises, the parties have executed this document, Lessor also certifying he has not bribed or attempted to bribe an officer or employee of the State of Illinois.

LESSOR

[39] By For Signatures See Attached Exhibit E [40] _____ date

[41] Title _____

[42] Attest _____

USING AGENCY

[43] By For Signatures See Attached Exhibit E [44] _____ date

[45] Title _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

[46] By For Signatures See Attached Exhibit E [47] _____ date

[48] Title _____ Negotiated By: _____ date

REAL ESTATE LEASE FORM

PAGE 3 OF 5

- [49] CARE AND MAINTENANCE: Lessee shall take the premises in the present condition, building code violations and latent defects excepted and except for improvements and repairs required to be made elsewhere in this lease.

Lessor shall provide and pay for the following:

- A. Electricity as required by lessee.
- B. Gas/oil as required by lessee.
- C. Hot and cold running water as required by lessee.
- D. Heat when weather and temperature require to heat premises to 68°.
- E. Necessary fixtures for heating, cooling, water and electricity and all maintenance and repairs thereto unless required by lessee's negligence.
- F. Janitorial service to keep premises clean, healthful and slightly.
- G. Necessary exterminating service.
- H. Elevator service where applicable.
- I. Service and maintenance of fire extinguishers.
- J. All general maintenance and repairs not caused by lessee's negligence.
- K. Compliance with all applicable building, fire and safety codes associated with lessee's use of the premises.
- L. Snow removal after each 2 inch accumulation and necessary lawn care.
- ~~M. Cleaning and decorating after each _____ months.~~
- ~~N. Parking for _____ cars.~~

O. Central Air for said premises at 72°, plus or minus 5°, when weather and temperature requires, and pay all electrical costs for operation of same.

- [50] HANDICAPPED ACCESSIBILITY: The leased premises provides for handicapped accessibility as follows:

A. Level or ramped entrance	☒ Yes	☐ No	
B. Usable restrooms	☒ Yes	☐ No	
C. Usable water fountains	☒ Yes	☐ No	
D. Elevators to all floors	☒ Yes	☐ No	
E. Parking (10% at 12" width)	☐ Yes	☐ No	n/a
F. Doors (32" wide)	☒ Yes	☐ No	
G. Ramps (48" wide)	☐ Yes	☒ No	
H. Safety switches (57" or less)	☐ Yes	☒ No	
I. Braille markings	☐ Yes	☒ No	

Exceptions granted for items marked "no" based on:

- J. Lack of alternate site ☐ Yes
- K. Lack of funds ☐ Yes
- L. On-going program ☒ Yes
- M. Immediate need ☐ Yes
- N. Lack of use ☐ Yes

- [51] RENTAL: Lessor may only look to the Using Agency for payment of rent or other charges. CMS is not responsible for payment unless it is a Using Agency.

- [52] FISCAL FUNDING: Any lease that extends beyond June 30 of any year is subject to sufficient funds being made available by the General Assembly or Federal Funding source.

- [53] FEDERAL FUNDING (Strike if not applicable): Lessor understands that liability for rent is due solely from Federal Funds.

- [54] PURCHASE OPTION: A purchase option has not been agreed to. Any such information is shown in Exhibit P.

- [55] QUIET ENJOYMENT: Lessor covenants that it has full right and power to execute and perform this lease. Authority for corporations, partnerships and trust is shown as Exhibit D. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, lessor shall provide that default of foreclosure will not affect the lease.

- [56] POSSESSION AND SURRENDER: Lessee will be entitled to possession on the scheduled date of occupancy and shall yield possession at the termination of the lease.

Should Lessor be unable to give possession on said date, neither Lessee nor Agency shall be liable for rent, and rent shall be pro-rated from date of occupancy and if possession cannot be given within 30 days of the commencement of the lease terms for reasons other than the delay by causes beyond the reasonable control of the Lessor, inability to acquire adequate financing shall not be considered sufficient cause for delay, then Lessee, at its own option may terminate this lease.

Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond lessee's control; and improvements herein permitted or required excepted.

Lessee may remove all State owned or paid for equipment, fixtures and improvements if any damage caused by such removals is paid for.

REAL ESTATE LEASE FORM

PAGE 4 OF 5

- [57] **ASSIGNMENT:** The Department of Central Management Services may substitute Using Agencies at any time. The substitute agency would be responsible for all future obligations unless otherwise specified by the Department.
- [58] **CONDEMNATION:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable for lessee, the lessee may terminate the lease by giving at least 30 days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by lessee.
- [59] **UNTENANTABILITY:** If the premises becomes untenable because of casualty or lessor's act or neglect, lessee may declare the lease terminated and may vacate if the problem is not cured by the lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.
- [60] **INSURANCE:** Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover lessee's equipment or office furnishings.
- [61] **BREACH:** Failure of lessor to comply with this lease, to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of the lease. This will allow lessee the option of having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminate the lease. If the lease is terminated, lessee may remain in possession, making payments at the monthly rate, until suitable substitute premises are available.
- Failure of lessee to declare a breach on one occasion does not act as a waiver to declare breach on another occasion.
- [62] **COVENANTS BINDING:** All covenants and representations made in this lease are dependent and will be binding upon, apply to and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express approval of the Department of Central Management Services.
- [63] **DISCLOSURE STATEMENTS:** Lessor must disclose the names of any State officer or employee who is entitled to receive more than 7 1/2 % of the proceeds of this lease. If lessor is a trust all beneficiaries must be disclosed.
- If any State officer or employee has a prohibited interest, the lease may be cancelled without charge or penalty to Lessee.
- Exhibit D must be attached when necessary to disclose beneficial interests.
- [64] **EXAMINATION OF RECORDS:** Lessor agrees to allow lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease.
- [65] **SIGNATURE:** Representatives of the Department of Central Management Services and the Using Agency execute this document in their official capacity only and not as individuals.
- [66] **NOTICES:** Notices to lessor shall be sent to the address shown on page one of this lease. Notices to lessee shall be sent to the Using Agency at the address shown on page one of this lease and to the Department of Central Management Services at either 723 Stratton Office Building, Springfield, Illinois 62708 or Room 1400, 160 N. LaSalle, Chicago, Illinois 60601. All notices will be effective upon posting in the U.S. Mail.
- [67] **LAWS OF ILLINOIS:** This lease will be interpreted in accordance with Illinois laws.



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

EXHIBIT D

LEASE CONTROL NUMBER 1768

REAL ESTATE LEASE FORM

Disclosure/Authorization

PAGE 2 OF 5

Disclosure of the following information is required by Illinois law (Ill. Rev. Stat. ch. 102, par. 3.1 and ch. 127, par. 132.10-1 and 11-1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

- I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.)

City of Chicago, A Municipal Corporation

- II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

N/A

- III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?
 _____ NO _____ YES If "yes", explain employment and/or relationship.

N/A

- IV. I, _____, state on oath or affirm that I am (title) _____
 for/of (firm/name) _____ I have
 been authorized by (name/title) _____ to execute a
 lease of the subject property and to commit to all described covenants. I will provide any additional documentation requested by
 the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.

For Signatures See Attached Exhibit E

State of Illinois)
 County of _____) SS
)

Signature date

I, _____, certify that
 on _____, 198_____,
 personally appeared before me and swore or affirmed that he signed
 this document as _____ of _____
 and that the information provided was true and correct.

Attestation (name/title) date

Notary

Seal

Seal

Notary Public Commission Expires _____

-Lease Control Number 01768

EXHIBIT E

Approved as to form and legality:

Assistant Corporation Counsel

By: _____
Director, Real Estate

By: _____
Commissioner, Department of
Public Works

By: _____
Department of Central Management
Services, State of Illinois

By: _____
Director, Department of
Corrections, State of Illinois

By: _____
Comptroller

LEASE--Short Form Lease No. 10030

Form C. O. No. 1B

City of Chicago

This Agreement, Made this _____ day of _____A. D. 19____, between Margaret Avance, Jodie H. Avance, Joseph F. Scott and Theodore Scott
as Tenants in Common not as Joint Tenants _____, as Lessor,

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

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,227 square feet of office space located at 10305 S. King Drive for use by the Department of Health

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1985, and ending on the 28th day of February A. D. 1990. Lessee has the right to terminate this lease upon thirty (30) days prior written notice at the address cited herein.

on the same terms and rental, by giving to the Lessor _____, in either case _____

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Ralph M. Goren, 55 West Monroe, #630, Chicago, IL 60603 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made A Part Hereof

Provisions See Rider Attached Hereto and Made A Part Hereof _____
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A
Part Hereof.

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

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

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

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

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

Approved:

Director,

Approved:

Commissioner, Department of Health

By:

Margaret Avance

By:

Jodie H. Avance

By:

Joseph F. Scott

By:

Theodore Scott

By:

Comptroller

(Continued from page 16229)

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

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

One Thousand Four Hundred Thirty-eight and no/100 Dollars (\$1,438.00) per month for the period beginning on the 1st day of March, 1985 or date of occupation, which ever occurs later, (with said rental rate being prorated on a per diem basis, if initial term does not commence on the first day of a month) and ending on the 28th day of February, 1986;

One Thousand Five Hundred Eleven and no/100 Dollars (\$1,511.00) per month for a period beginning on the 1st day of March, 1986, and ending on the 28th day of February, 1987;

One Thousand Five Hundred Eighty-five and no/100 Dollars (\$1,585.00) per month for a period beginning on the 1st day of March, 1987 and ending on the 29th day of February, 1988;

One Thousand Six Hundred Sixty-five and no/100 Dollars (\$1,665.00) per month for a period beginning on the 1st day of March, 1988 and ending on the 28th day of February, 1989;

One Thousand Seven Hundred Forty-eight and no/100 Dollars (\$1,748.00) per month for a period beginning on the 1st day of March, 1989 and ending on the 28th day of February, 1990.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Ralph M. Goren, 55 W. Washington, Chicago, Illinois, 60603.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Construct the following renovation in Suite 3 prior to execution of Lease:

4 examination rooms, with wash basin 10 X 10 each, 400 square feet;

2 washrooms, handicapped equipped, 160 square feet;

2 changing rooms, approximately 80 square feet;

storage room with shelving, 10 X 12 = 120 square feet;

remainder to be clerical area;

access between all 3 suites.

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

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

Provide central air-conditioning and maintain the same.

Lessor under this lease shall:

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

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

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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

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

Lessee under this lease shall:

Pay for electricity as metered including electricity for central air- conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for plate glass insurance.

Additional clauses to be included in lease:

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

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

*Department of Streets and Sanitation
7134 West 63rd Place.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Belt Railroad Company of Chicago, as lessor, a parcel of land located at 7134 W. 63rd Place containing approximately 520 square feet of vacant land for use as a turn around for vehicular traffic using this dead end street, for the Department of Streets and Sanitation, as lessee, such lease to be approved by the Commissioner of the Department of Streets and Sanitation and to be approved by the Corporation Counsel in substantially the following form:

[Lease printed on pages 16240 thru 16243 of this Journal.]

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

City Lease No. 13019LEASE NO. 0411

THIS INDENTURE, Made this 1st day of July, 1984, between THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois corporation, party of the first part, hereinafter referred to as the Lessor, and

City of Chicago,
Department of Streets and Sanitation

party of the second part, hereinafter referred to as the Lessee.

WITNESSETH, That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, has demised and leased to the Lessee, the following described premises, located in the City of Chicago, Cook County, Illinois, viz:

A parcel of land in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 19, Township 38 North Range 13 East of the Third Principal Meridian bounded and described as follows:

A strip of land 16 feet in width extending Southwesterly along the Easterly Right of Way line of the Belt Railway Co. between the north line of 63rd Place extended West and the South line of the Right of Way of the Chicago Surface Lines (CTA), all as shown tinted red on print File No. LC198-00B attached hereto and made a part hereof.

The above described premises shall be used by the Lessee for driveway purposes.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee from the 1st day of June, 19 84, for, and during, and until May 31, 19 89;

PROVIDED, HOWEVER, and it is hereby expressly covenanted and agreed that either party may at any time, if it so elects, determine this lease by giving the other party thirty (30) days' notice of such election in writing, signed by any of its officers or agents, and that at the expiration of such notice the term granted by this lease shall absolutely terminate and come to an end; it being one of the essential conditions of this lease that the same shall be absolutely determined by the expiration of the said thirty (30) days' notice. If the Lessor so elects to determine this lease the Lessor may repossess itself of the said premises by giving said notice in writing in the manner aforesaid. And the Lessee agrees at the expiration or sooner termination of this lease as herein provided, peaceably to yield up possession of said premises in as good condition as when the same were entered upon.

Lessee covenants and agrees with the Lessor, its successors and assigns, to pay said Lessor, as rent for said demised premises, at the office of its Treasurer at 6900 S. Central Avenue, Chicago, Illinois 60638, the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$ 250.00), payable as follows:

Fifty and No/100 dollars annually in advance.

Lessee further agrees that in addition to said rent, it will pay all water rates and special assessments which may be levied or assessed on said demised premises during the term of this lease. In the event of the failure of said Lessee to pay such water rates or assessments when the same are due and payable, the Lessor may pay the same and said Lessee agrees that any and all such payments may be added to the next ensuing monthly installment of rent as additional rent for said premises; and said Lessee agrees that such additional rent may be collected in the same manner as is hereinafter provided for the collection of other rents.

It is expressly understood and agreed by and between the parties hereto that if the rent above reserved, or any part thereof, shall not be paid on the date that such payment is due as aforesaid, or if said Lessee shall fail or neglect to perform and comply with any of the covenants, which under this lease said Lessee is obligated to keep and perform, then and in that event the Lessor may at its option terminate this lease and enter upon and repossess itself of said demised premises either with or without process of law and with or without notice to said Lessee, and remove said Lessee, using such force as may be necessary in so doing, and to distrain for any rent that may be due thereon, upon any property belonging to the Lessee; and said Lessee agrees that the Lessor, its successors and assigns shall have a valid first lien upon any or all of the property of the Lessee located on said premises, as security for the payment of said rent in the manner as aforesaid.

Permission and authority are hereby granted said Lessee at its own risk and expense, to construct, maintain and operate upon the premises hereinabove described, such buildings, structures and appurtenances as may be necessary in the conduct of the business of said Lessee. All such buildings, structures and appurtenances shall be constructed and at all times maintained and operated by said Lessee in accordance with Municipal Ordinances, the laws of the State of Illinois, Federal laws and with any rule, order or regulation of any Commission of the State of Illinois having jurisdiction thereover. The Lessee agrees upon the expiration of this lease or the sooner termination thereof as herein provided, at its own cost and expense to remove from said leased premises all of said buildings, structures and appurtenances and to restore the ground to its original condition, and in the event of its failure to do so within 30 days then the Lessor is authorized at its option to retain all such buildings, structures and appurtenances as its own, or to remove the same at the sole cost, risk and expense of the Lessee.

Lessee agrees, at its sole cost, risk and expense, to maintain the Demised Premises and all buildings, structures and appurtenances on the Demised Premises; and to put, keep and maintain all portions of the Demised Premises and the sidewalks, curbs, passageways, and roadways located thereon or adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice, and unlawful obstructions.

Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Demised Premises. Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises.

Lessee hereby assumes all responsibility for and agrees to protect, indemnify and save harmless said Lessor, its officers, employees, agents, licensees, successors and assigns, from and against any and all loss, damage or injury, together with costs and expenses incident thereto, or claims for loss, damage or injury, together with costs and expenses incident thereto, arising in any manner, either directly or indirectly, regardless of negligence, out of Lessee's use or occupancy of said described premises or out of the construction, maintenance, use, occupation, operation or removal of any building, structure, appurtenance or facility located thereon, whether such loss, damage, or injury shall be to the property of the Lessor, to the persons or property of its employees, to the property of the Lessee, to the persons or property of Lessee's employees, or to the persons or properties of third persons, and shall upon notice assume the defense of any action therefor.

As a further consideration, Lessee agrees, at Lessee's sole cost, to secure, prior to the effective date of this lease and to keep in effect at all times during the term hereof, a policy of insurance satisfactory to Lessor insuring Lessee and Lessor from and against any and all damages, claims, demands, causes of action, suits, judgments, attorneys' fees, costs and expenses resulting or arising from death of or injury to persons whomsoever, or loss or destruction of or damage to property whatsoever and to whomsoever belonging, resulting from, growing out of or incidental to the use or occupancy of said premises or any part thereof, by Lessee or

any person or persons whomsoever, with or without the consent of Lessee, or arising from or growing out of Lessee's operation or maintenance by Lessee or from any causes whatsoever. Said liability policy shall have a liability minimum for the death of or injury to persons of at least Five Hundred Thousand (\$500,000.00) Dollars for each person, and One Million (\$1,000,000.00) Dollars for each accident, and at least Three Hundred Thousand (\$300,000.00) Dollars for loss or destruction of or damage to property. It is understood and agreed by Lessee that furnishing of such policy of insurance and the acceptance by Lessor is not intended to and shall not limit, affect or modify the obligations of Lessee under any provisions of this lease. Said insurance policy shall specifically refer to and cover the indemnity provided under this Lease and shall further provide for thirty (30) days prior written notice to Lessor of any change in coverage or cancellation thereof. A certificate of insurance evidencing the insurance required hereunder, and any renewal thereof, shall be furnished Lessor.

Lessee, at its sole cost and expense, but for the mutual benefit of Lessor and Lessee, shall maintain such other insurance, and in such amounts as may from time to time be reasonably required by Lessor.

It is further expressly agreed between the parties hereto that if default be made in the payment of the rent above reserved, or any installment or part thereof as herein provided, thereupon from time to time as often as any such default shall be made, it shall be lawful for, and the Lessee hereby authorizes any attorney of any court of record to appear in the name, place and stead of said Lessee, in any court of record in term time or in vacation, to waive the service of process, and to confess a judgment in favor of the said Lessor, or its successors or assigns, and against the said Lessee for the amount of rent due and in default as aforesaid with lawful interest thereon to the day of the entry of such judgment, together with the full amount of liquidated damages mentioned herein and all the cost of such proceeding, and a reasonable attorney's fee, not less than one hundred and fifty dollars for plaintiff's fees; also to file a cognovit for the said amounts with an agreement therein waiving and releasing all errors which may intervene in any proceeding, and consenting to immediate execution upon such judgment. And said Lessee hereby ratifies and confirms all that the said attorney may lawfully do by virtue hereof.

In the event any rent or other amount payable hereunder shall not be paid promptly when due, Lessee shall pay to Lessor, as additional rent, an amount equal to interest on such overdue payment from the due date of such payment to the date of payment thereof at a rate equal to the lesser of (i) 15% per annum or (ii) the maximum rate permitted by law on the date hereof.

This lease and all of its terms may be subject to the approval of the Illinois Commerce Commission and the Lessee herein authorizes the Lessor to apply by petition in its name to said Commission for such order of approval in reference to this lease as may be required by the laws of the State of Illinois.

It is further understood and agreed that said Lessee shall not sublet said premises or any part thereof, or assign this lease or any interest therein without first having obtained the written consent of the Lessor, and for the departure in this respect, said Lessor may at its option immediately terminate this lease.

It is further understood and agreed that Lessee agrees to pave and fence leased area and to maintain said paving and fencing at Lessee's sole cost and expense.

5/15/85

REPORTS OF COMMITTEES

16243

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

THE BELT RAILWAY COMPANY OF CHICAGO

Secretary.

By _____
President.

Approved: _____
Director, Real Estate

CITY OF CHICAGO: _____

By: _____
Comptroller

Approved: _____
Commissioner, Department of Streets
and Sanitation

Approved: _____
Assistant Corporation Counsel

APPROVED:

Land and Tax Commissioner.

APPROVED:

APPROVED:

Controller.

General Counsel.

APPROVED:

APPROVED:

General Superintendent

Chief Engineer.

LEASE

LEASE NO. _____

THE BELT RAILWAY COMPANY
OF CHICAGO

To

Dated: _____

Commences: _____

Expires: _____

Location: _____

EXECUTION OF LEASE AGREEMENT AUTHORIZED BETWEEN CITY
AND CHICAGO INTERNATIONAL ART EXPOSITION
FOR SPACE AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance authorizing the execution of a lease agreement between the City and Chicago International Art Exposition for space at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Sections 8-20.1 and 8-20.2 of the Municipal Code of Chicago place the management, control, and leasing of the Navy Pier under the jurisdiction of the Department of Public Works, subject to approval of the Comptroller and the City Council; and,

WHEREAS, The Department of Public Works has submitted the Lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said Lease and the recommendations of the Department of Public Works; now, therefore,

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

SECTION 1. That the Lease between the City of Chicago and the Chicago International Art Exposition for the areas generally described and the East end of the North-South sheds, more specifically delineated on the plat attached to said Lease, which is substantially in the following form is hereby approved.

SECTION 2. That the Mayor and City Comptroller are authorized to execute the same.

SECTION 3. That this ordinance be effective immediately upon the passage thereof.

Agreement attached to this ordinance reads as follows:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois and Tenant from the Public Building Commission of Chicago (hereinafter called "Landlord") and Lakeside Group - 1985, a limited partnership d/b/a Chicago International Art Exhibition existing by virtue of the laws of the State of Illinois (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier", a plat of said Pier being attached hereto.

This Agreement shall consist of two parts

Part I - General Conditions

Part II - Special Conditions
numbered 1 to 6

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part 1 - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

(b) The right of Landlord to further develop improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything

hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, it as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and slightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and slightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense

thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither, landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from their acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landland and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements, thereto shall in all cases where possible name landlord and the Public Building Commission of Chicago as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. 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 Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right to access and ingress to and egress from the premises 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 the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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 anyone 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.

Article XI.

If tenant shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the non-payment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the 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 forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, 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 provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by

virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived 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 premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article XIII.

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

Article XVI.

Tenant, in performing under this contract, 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, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, 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 or materials or services, contracts and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et. sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of the Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); the provisions of 41 CFR Chapter 60.

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

Article XVII.

Tenant, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 CFR, Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XVIII.

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

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided herein may be sent by first class mail, postage prepaid, addressed to Tenant at 600 North McClurg Court, Suite 1302 A, Chicago, Illinois 60611.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

*Part II-Special Conditions.***1. Premises.**

Landlord leases to Tenant the following areas of Navy Pier, Chicago, Illinois 60611, and areas known as "lean-to-areas" that may be available for storage purposes (without additional cost) that are immediately adjacent and adjoining the leased area, all as appears on the attached exhibit:

Auditorium Building at East End of Navy Pier, Recreation, Shelter and Terminal Buildings.

52,800	sq. ft. North Hall
52,800	sq. ft. South Hall
_____	sq. ft. West Hall
105,600	sq. ft. Total

2. Purpose.

Tenant shall use the demised premises for the purpose of:

Staging a Chicago International Fine Arts Exhibition and for no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin on the 8th day of May, 1985, at 12:01 A.M. and shall terminate on the 13th day of May, 1985, at 12:00 midnight.

4. Rental and Estimated Operating Costs.

Tenant shall pay Landlord as rent for the Auditorium, Recreation, Shelter and Terminal buildings, and sheds as well as deposits based on estimated operation costs as follows:

I. Base Rent-6 day period (May 8/13, 1985):**A. Exhibition Areas.**

1.	Auditorium	\$2,100 per day
2.	Shelter Building	1,260 per day
3.	Recreation Building	1,575 per day
4.	Terminal Building	<u>1,260</u> per day

\$6,195 per day x 6 days = \$37,170

B. Shed Areas

1. North Shed 52,800 sq. ft.
2. South Shed 52,800 sq. ft.
3. Total square feet = 105,600
4. \$0.021 per sq. ft. per day x 6 days = .126
5. 105,600 sq. ft. x .126 = \$.13306
6. Shed Areas = \$13,306

Estimated Operating Costs:**II. Utilities Expense**

- A. Electric (April 30-May 18) 19 days
Average KWH per day = 12,266
 $12,266 \times 19 \text{ days} \times .07 \text{ per KWH} = \$16,314$
Electric Cost, \$16,314
- B. Gas (April 30-May 18) 19 days
Average therms per day = 950
 $950 \times 19 \text{ days} \times .45 \text{ therm} = \$8,123$
Gas Cost, \$8,123
- C. Utility Expense Deposit = \$25,000

III. Support Personnel

- A. Operating Engineer, Group A
(permanently assigned to Navy Pier)

Time and half overtime cost only = \$24.39 hr.
(Regular rate = \$16.26 hr.)

6 show days x 5 hrs. per day x 24.39 hr. = \$731.70

Engineer deposit = \$750

B. Two Electrical Mechanics
(Not assigned to Navy Pier)

Regular rate = \$17.55 hr.

Time and half overtime rate = \$26.325 hr.

Double time overtime rate = \$35.10 hr.

1. Before show begins
8 days x 17.55 x 8 hrs. per day x 2 electrical
mechanics = \$2,246.40
2. After show ends
3 days x 17.55 x 8 hrs. per day x 2 electrical
mechanics = 842.40
3. During show (Noon-4:00 p.m.)
4 days x 17.55 x 4 hrs. per days x 2 electrical
mechanics = \$561.60

Thursday, Friday, Monday, Tuesday (4:00-8:00 p.m.)
4 days x 26.325 x 4 hrs. per day x 2 electrical
mechanics = 842.40

Saturday and Sunday
2 days x 35.10 x 8 hrs. per day x 2 electrical
mechanics = 1,123.20
\$5,616.00
4. Electrical Mechanic Deposit = \$6,000

IV. Administration Management Fee

A. \$200 per day x 15 days = \$3,000

V. Summary

A. Rental Costs

Exhibition Areas	\$37,170
Shed Areas	<u>13,306</u>
Total Rent	\$50,476

B. Estimated Operating Costs

Utility Cost	\$24,437
Support Personnel	6,750
Management Fee	<u>3,000</u>
Total Estimated	
Operating Costs	\$34,187

Any repairs found necessary at Navy Pier and agreed to by the Commissioner of Public Works, shall be done at Tenant's own expense.

The payment and contracting for labor and material of said repairs is the sole responsibility of the tenant and all work to be performed is subject to the approval and standards set by the Department of Public Works.

Rent and Deposits shall be paid at time of execution of this agreement.

Said rental payments to be made by certified check payable to the "City of Chicago", and mailed to Robert Shaw, Director of Administration, 320 N. Clark Street, Room 600, Chicago, Illinois 60610.

5. Operations.

A. Tenant shall deposit with the Commissioner on or before the 30th day prior to the first day of the term hereof a certified check in the sum of \$34,750.00 as a deposit on account of utilities and services furnished by Landlord and to be paid by Tenant, and to guarantee return to the Landlord in good order, specific items of personal property which tenant is allowed to use and, in addition, to guarantee performance of the various terms and conditions of this lease, including but not limited to Part I Art. V and Part II paragraph 5-E and 5-O.

B. No alcoholic beverages of any kind shall be sold in the demised premises.

C. Unless consent in writing from the Commissioner is first received, Tenant shall not operate or put up any engine, motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

D. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Tenant or used for any other purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Tenant. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Tenant will permit no chair or movable seat to be or remain in the pasageways and will keep said passageways clear at all times.

E. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Tenant, or of Tenant's agents, employees, patrons, guests, or any person admitted to said premises by tenant, Tenant shall pay to Landlord upon demand such sum as shall be necessary to restore said premises to their present condition. Tenant hereby assumes full responsibility for the acts and conduct of all persons admitted to said premises or any portion of said building by the consent of the Tenant or by or with the consent of any person acting for on in behalf of said Tenant, and said Tenant agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

F. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part of section thereof, and his decision, or that of his authorized representative shall be final.

G. Landlord shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Tenant, or any persons in Tenant's employ, shall not collect nor interfere with the collection or custody of such articles.

H. Landlord reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner, his representatives, agents or policement, the Tenant hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

I. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

J. Tenant shall not transmit a description of any portion of its operation by means of radio broadcasting or television without first having received written permission from the Commissioner.

K. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Landlord.

L. Tenant shall provide at its own expense, janitorial services, all porters and matrons for toilet areas to keep same in an exceptionally clean and sanitary condition, ushers, crowd directors and any security service required on the direction of the Commissioner.

M. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner.

N. Landlord shall provide heat and utilities. Tenant shall pay separately for these services.

O. Landlord reserves the exclusive right to enter into contracts with concessionaires for the operation of any and all concessions in or about the building known as Navy Pier, and further reserves the right to place and locate these concessionaires wherever Landlord

deems necessary, be they in the premises herein demised or elsewhere in and about the said building. Tenant is expressly forbidden from entering into its own concession agreements for any product or service, and herewith agrees that it shall make available to the Landlord's concessionaires whatever space is deemed necessary by the Commissioner for purposes of ingress, egress and servicing said concessions.

6. Exhibitions or Amusements with an Admission Charge.

If tenant operates, or shall contract to be operated, any type of show, spectacle, amusement or exhibition within the area leased herein, and an admission charge is made for same either directly or indirectly:

A. Tenant shall pay to Landlord the sum of Twelve and one-half (12 1/2) per cent of the gross receipts therefrom as alternative rental for the demised premises, in the event said percentage exceeds the rental set forth in paragraph four (4) hereof.

B. Tenant shall pay to the City of Chicago, as set forth in the Municipal Code of the City of Chicago, four (4%) per cent of the established base ticket-window price of admission as the Municipal Amusement Tax. Such percentage shall also apply to advance sale tickets or book or block sale of tickets either at a reduced or "marked-up" price, and shall also apply to any "package" type of ticket that may be sold or given away by Tenant or agents of Tenant, this pertaining in particular to "tie-in" sale or space to exhibitors or other persons or parties of any nature whatsoever, either paid for or given away by Tenant or other persons.

C. All tickets of admission shall be in a form satisfactory to and shall contain only such words and figures approved by the Commissioner, and shall contain only such words and figures approved by the following statement: "The City of Chicago, as Landlord, does not assume responsibility for the performance for which this ticket is issued." Tickets shall be prepared by a responsible printer, at the sole expense of Tenant, who shall furnish to the Commissioner, no later than five (5) days prior to the event, a verified statement of the number of tickets, including complimentary tickets, printed and delivered to Tenant for use at the event and of the price to be charged for each ticket. If, and as soon as, any other tickets are printed or used, Tenant shall furnish a similar verified statement with respect thereto. A facsimile of each type and kind of ticket to be issued by Tenant shall be submitted to the Commissioner for his approval no later than 30 days prior to the time any ticket is offered for sale or distribution by Tenant.

D. At the close of each day's performance or show, or at the end of each day, the Commissioner or his representative shall be present to certify the official box-office or ticket treasurer's daily report and shall be furnished at least three (3) copies of the box-office ticket report form duly certified by an accredited representative of Tenant and the box-office treasurer. On this form, or on an attached form, shall be shown the number of other persons entering the premises on either complimentary, executive, staff, employee, service, performer or exhibitor type admissions; however, reasonable allowance shall be made for visiting dignitaries or special admissions such as messengers, guards, etc., or musical or parade organizations, or members of the Armed Forces of the United States and other countries.

COMMITTEE ON LOCAL TRANSPORTATION.

ESTABLISHMENT OF TAXICAB STAND NUMBER 556 ON PORTION OF EAST LAKE STREET.

The Committee on Local Transportation 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. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand 556

On the north side of E. Lake Street, beginning at a point 20 feet east of the east property line of N. Beaubien Court extended, and extending to a point 72 feet east thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 26-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ESTABLISHMENT OF TAXICAB STAND NUMBER 557 ON
PORTION OF SOUTH COLUMBIA MALT DRIVE.

The Committee on Local Transportation 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. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand 557

On South Columbia Malt Drive, along the west curb from a point 345 feet south of the property line of East Museum Drive to a point 66 feet south thereof, 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 26-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ESTABLISHMENT OF TAXICAB STAND NO. 558 ON PORTION
OF NORTH LA SALLE STREET.

The Committee on Local Transportation 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. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand 558

On North LaSalle Street, along the east side, from a point 20 feet north of the north line of West Lake Street to a point 59 feet, eleven and one quarter inches north thereof, two vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense."

SECTION 4. This ordinance shall be in full force and effect from and after it's passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays-- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ESTABLISHMENT OF BUS PASSENGER SHELTERS ON PORTIONS
OF ARCHER AND CALIFORNIA AVENUES.

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

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of bus passenger shelters at:

South Archer Avenue at California Avenue
Northeast Corner
Southwest Corner

South California Avenue at Archer Avenue
Northeast Corner
Southwest Corner

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

ESTABLISHMENT OF BUS PASSENGER SHELTER ON PORTION
OF NORTH CUMBERLAND AVENUE.

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

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a "Bus Passenger Shelter" on the west side of N. Cumberland Avenue and W. Catherine Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON SPECIAL EVENTS AND WORLD'S FAIR.

EXECUTION OF AGREEMENT WITH ILLINOIS RESTAURANT ASSOCIATION TO OPERATE AND PRODUCE FOOD FESTIVAL.

The Committee on Special Events and World's Fair submitted the following report:

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Committee on Special Events and World's Fair, to which was referred on April 25, 1985, from the Office of the Mayor, a proposed ordinance resolving that the City of Chicago sponsor a food festival on the streets of Grant Park from July 1, 1985 through July 7, 1985, and authorizing the Mayor of the City of Chicago to execute an agreement between the City of Chicago and the Illinois Restaurant Association, to operate and produce said food festival as agents of the City of Chicago, begs leave to recommend that your Honorable Body *Pass* said proposed ordinance, transmitted herewith.

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

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the City of Chicago sponsor a food festival on the streets of Grant Park from July 1, 1985 through July 7, 1985 and that this food festival be deemed to be an official City Fair.

SECTION 2. That the Mayor of the City of Chicago, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, is authorized and directed to execute on behalf of the City of Chicago an agreement with the Illinois Restaurant Association to operate and produce said festival as agents of the City of Chicago, said contract to be substantially in the form as attached hereto.

SECTION 3. That the Director of the Mayor's Office of Special Events, subject to the approval of the City Comptroller and the Corporation Counsel as to form and legality, is authorized to enter into and execute on behalf of the City of Chicago various contracts with food vendors, suppliers of materials and services, etc. as are deemed necessary to give full force and effect to the said food festival.

SECTION 4. That the various departments of the City of Chicago shall cooperate to the best of their ability in order to insure the success of this fair.

SECTION 5. That this ordinance shall be in force and effect from and after its passage.

Agreement attached to this ordinance reads as follows:

This Agreement Made and Entered into this day of _____, 1985, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as the "City" and the Illinois Restaurant Association, a not-for-profit corporation chartered by the State of Illinois (hereinafter referred to as the "Association").

Witnesseth:

Whereas, the City desires to conduct a food festival on streets located in Grant Park for the seven day period commencing Monday, July 1, 1985 and ending on Sunday July 7, 1985 providing for the sale of only food, beverages and souvenirs; and

Whereas, the Association has expertise in the food service business; and

Whereas, the City desires the expertise of the Association in managing said food festival and the Association is ready, willing and able to perform said management services;

Now, therefore, it is mutually agreed by and between the parties hereto:

1. **Scope of Services.** Association shall, to the satisfaction of the Mayor of the City of Chicago, or his duly designated representative, perform all services provided for herein respecting the food festival, said services to include, but not be limited, to the following:

A. Provide sufficient production staff to coordinate the planning, organization and actual production of the food festival. The term, "Sufficient Production Staff", is defined in Exhibit "B" attached hereto.

B. Negotiate contracts, or any amendments thereto, with food vendors and all other materials or services, suppliers, except entertainers, accounting and cash management services, for submission to City for approval and signature by and between City and the particular provider of the specified service. Notwithstanding the absence of a formal contract, the Association shall consult the City prior to the engagement of any supplier of material or services required for the production of the Food Festival. The Association shall not, in any way whatsoever, participate as a party to any such contract. The Association's function in negotiating such contracts is to use its expertise, experience and best judgment in choosing with whom to negotiate, and to present to the City proposed contracts for the provision of the various required services and activities. The Association will review the City's Directory of Certified Minority and Women Owned Businesses (MBE's) and shall make every effort to utilize MBE's as suppliers of the various required materials and services. It is mutually understood that contracts with specific persons or companies cannot be guaranteed, and the parties hereby acknowledges that contracts with accepted substitutes may be necessary. It is further understood that the final decision as to with whom to enter into contracts rests with the City.

C. Manage and control all aspects of operations including but not limited to, advertising, public relations activities, coupon sales, entertainment coordination and supervision of the facilities subject, however, to City's specified functions and City's rights as set forth elsewhere in this Agreement.

D. Operate any and all souvenir locations.

2. **Time of Services.** Association's services shall commence immediately and shall be fully completed, in accordance with terms agreed to herein, no later than July 15, 1985. Submission of all negotiated contracts for City review, acceptance and signature shall be done no later than June 8, 1985.

3. **Compensation and Method of Payment.**

A. **Compensation.** The Association shall receive the following compensation for satisfactory completion of all of the services provided for herein:

1) The sum of \$115,000.00 for direct and indirect "reimbursable expenses" for Association services, pursuant to the Budget. Exhibit "A", attached hereto and made a part hereof. "Reimbursable expenses" as used herein means all necessary production staff needed to coordinate the planning, organization and actual production of the Food Festival, but does not include personnel necessary to provide the specific services anticipated by the other line items in the budget attached hereto as Exhibit "A".

2) A management fee amounting to 50% of the first \$110,000.00 of gross receipts. Gross receipts are defined as total dollars of coupons sold, plus total sponsorship revenue, plus total vendor entrance fees. The aforesaid management fee is payable only to the extent that funds therefor are available after payment of all expenses, including City reimbursement, as set forth in the aforementioned Exhibit "A". If the available funds are less than \$110,000.00, the Association shall receive fifty (50%) percent of the available funds as full payment of the aforesaid management fee. In the event there are no available funds, the Association shall forego and will not be entitled to the aforesaid management fee.

B. Method of Payment.

1) The Association will be paid the compensation for reimbursable expenses from funds generated from sponsorship fees and vendor's fees provided for in paragraph A.1) above in the sum of \$95,000.00 as follows:

May 21, 1985	\$60,000.00
July 5, 1985	\$55,000.00

2) The Association will be paid the management fee provided for above, if funds are available for same, on July 15, 1985 upon receipt by City of an accepted full and complete accountant's report.

C. Maximum Compensation. It is understood and agreed that the Association shall not be compensated any sum in excess of that provided for hereinabove.

4. Cooperation by the City.

A. City shall provide certain reimbursable services necessary to maximize the success of the food festival and to protect the health, safety and welfare of patrons and all other persons participating therein. Such services shall include, but not be limited to the following:

1) Provide all necessary police, fire, paramedic/ambulance, electrical, health, refuse removal, street barricades, street permits, sewer, water and telephone services.

2) Obtain cooperation of any and all other governmental bodies having an interest in the production of the food festival including, but not limited to, the Chicago Park District, Chicago Transit Authority, Metropolitan Sanitary District, Regional Transit Authority, State's Attorney of Cook County and State of Illinois.

3) Review contracts negotiated by Association and enter into such contracts or substitutes therefor as provided in Paragraph 1B above.

4) Enter into a contract for accounting and cash management services to be paid for as an expense as provided in Exhibit "A" attached hereto.

5) Negotiate contracts or any amendments thereto with and for entertainment groups and entertainment support services for submission to the Association for the Association's agreement, purchase authorization and budget review. Notwithstanding the absence of a formal contract, the City's Department of Special Events shall consult the Association prior to the employment of any entertainment program, or allied services, or any commitment of the use of the Grant Park Bandshell in order that the Association can best coordinate the general management of the Taste of Chicago. The Association shall not unreasonably withhold its agreement.

6) Enter into contracts for the management of the 3rd of July fireworks to be paid for as an expense provided in Exhibit "A" attached hereto.

7) Provide two persons as liaison persons to represent the City, observe and/or report to the Management Committee any problems that may occur on a day to day basis and, in addition, among other miscellaneous duties, to observe the food vendor selection process.

8) Enter into an independent contractor agreement with Association for beverage services.

B. City shall be reimbursed for all of the services set forth in paragraph 4 A.1) above in a sum not to exceed \$365,000.00, pursuant to the expense item therefor in Exhibit "A" attached.

C. City shall be reimbursed for the services set forth in paragraph 4A. 2-8 above and any other services performed by the City, but not specifically set forth herein, in an amount equal to Fifty (50%) Percent of the first \$110,000.00 of gross receipts, with gross receipts being as defined in paragraph 3A. 2) above. If the available funds are less than \$110,000.00, the City shall receive Fifty (50%) Percent of the available funds as full payment of the aforesaid management fee. In the event there are no available funds, the City shall forego and will not be entitled to the aforesaid management fee.

D. City shall be reimbursed for the specific expense items as well as for additional services performed on July 15, 1985 upon receipt of the accountants' report.

5. General Conditions.

A. Management Committee. The City and Association agree to form a Management Committee whose members shall consist of a co-chairman and four (4) additional members appointed by the City and a co-chairman and four (4) additional members appointed by the Association. The function of this Committee is to act as an advisory body, a public relations body and a general management body. The City's representatives on this Committee shall be a mayoral appointee who shall serve as Co-Chairman, the Chairman and Vice-

Chairman of the City Council Special Events and World's Fair Committee, an Administrative Assistant to the Mayor and a representative from the Office of Special Events as members. The Mayor is responsible for the appointment of the three non-aldermanic members of this Committee and shall appoint substitutes for any of said appointees who may resign therefrom. Concurrence by three of the City's five representatives on this Committee is required for any decisions to be effective. The Association's representatives on the Committee shall be selected by the Association's Executive Committee.

B. Food Vendor Selection. Selection of approximately 85 food vendors shall be made by a five person committee selected by the Association. This committee shall consist of persons who shall not be directly or indirectly interested in any applicant food establishment. This committee shall propose and present to the Management Committee for approval both a site layoff plan and plan for the selection of food vendors. It is understood and agreed that food vendors to be eligible for initial consideration must possess currently valid food service licenses and must have held such licenses for at least one year prior to date of application. It is further understood and agreed that the food vendors finally selected to participate should be a group representative of the diverse food vending establishments in the Chicago Metropolitan Area.

It is further understood and agreed that all applicant food vendors shall be required to submit with the application a money order or certified or cashier's check for one-half of the Two Thousand Dollar (\$2,000.00) vendor entrance fee. Vendors not selected to participate will be entitled to a refund of the entrance fee deposit.

C. Sanitation and Sewerage. The Association shall be responsible to establish, maintain and enforce proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the State's Attorney of Cook County and the City Department of Streets and Sanitation, Sewers and Law and shall be responsible to obtain and provide requisite waste disposal containers for each of said food and beverage vendors.

D. Accounting and Cash Management.

1) The Accounting and Cash Management firm(s) hired by the City to be compensated, pursuant to the expense item therefor in Exhibit "A" shall report to and serve as representatives of the City and shall be responsible for the supervision and control of all coupons and revenue.

2) All checks drawn during and after Taste of Chicago utilized for payment of expenses shall originate from the City's Comptroller's Office. All vouchers, for any payments prior to the Taste of Chicago shall be drawn from the City's designated Taste of Chicago account which will require the signature of the Association's representative, Andrew P. Kelly, and the City's representative, Lois Weisberg, or Michael Scott.

3) The City shall designate a bank as a depository for revenues and a source of payments.

E. Budget.

1) The City is responsible for the preparation of the Budget, Exhibit "A" attached hereto, and it is clearly understood that the amounts set forth therein as expense items shall be considered as maximum amounts for each of said individual items.

2) Monies allocated to individual line items can be re-allocated to other line items as deemed necessary, with the exception of the item entitled "Contingency", upon the concurrence of the check signators.

3) Monies allocated to the "Contingency" expense item may be re-allocated to any other expense line item only upon the concurrence of three of the City's representatives on the Management Committee referred to above.

F. Insurance. Within the expense item in Exhibit "A" entitled "Insurance", City will provide a blanket \$50,000,000.00 Public Liability Insurance Policy naming the food festival event, all parties hereto, the Chicago Park District and all vendors and service providers, their officers, agents and employees as co-insureds thereunder.

It is understood and agreed that said policy will not cover any co-insured thereunder for Workmen's Compensation Insurance such that the Association will provide same for its own employees at its own expense.

It is further understood that said policy will not provide insurance coverage commonly referred to as Dram Shop Insurance, but that the Association shall procure such coverage under its beverage service agreement.

G. Profit Distribution. It is understood and agreed that in the event a profit remains after all expenses, reimbursements and management fee referred to in Exhibit A and pars. 3(A)(1), 3(A)(2), 4(B) and 4(C) have been paid, said remaining profit is to be distributed 90% to the City and 10% to the Association with said distribution to be made on July 15, 1985, upon receipt of the accountant's report.

H. Non-Discrimination. Association, in performing under this Agreement, shall not discriminate against any workers, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Association will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including, apprenticeship. Association agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Association 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 CFR, 1964-65

Compilation, p.339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 881 to 887; an Ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60.

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

I. Compliance With Laws. The Association shall, at all times, observe and comply with all laws, ordinances and regulations of the Federal, State, local and City Government, which may, in any manner, affect the performance of the contract.

J. Conflict of Interest. No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City, or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

No member of, or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom, if said Agreement and the project to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the Federal Government.

The Association covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of the services hereunder. The Association further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

K. Indemnity. The City shall indemnify, defend, keep and save harmless the Association, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against such parties as a consequence of the granting of this contract so long as the Association is acting within the scope of its agency relationship with the City.

L. Notice. Notices and communications under this Agreement shall be sent by first class prepaid mail to the City, addressed to Director, Mayor's Office of Special Events, Room 609 City Hall, Chicago, Illinois 60602 with a copy to the Director of Revenue, Room 107 City Hall, Chicago, Illinois 60602 and to the Association, addressed to President, Illinois Restaurant Association, Suite 1130, 20 North Wacker Drive, Chicago, Illinois 60606.

M. Fund Chargeable. Payments for the Food Festival event shall be made from the funds generated through sponsorship fees and vendor fees as deposited to the Taste of Chicago account, subject to the availability of funds therein contained.

N. Renewal. This Management Agreement will be automatically renewed for a Food Festival on streets located in Grant Park for seven (7) days in July of 1986, unless either party cancels said Agreement on or before January 31, 1986.

Execution of this Agreement was authorized by an Ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1985. (C.J.P. pp. _____)

In Witness Whereof, the parties hereto have executed this Agreement as of the date first written above.

[Signature forms omitted for printing purposes.]

Exhibits attached to this agreement read as follows:

Exhibit "A"

Taste of Chicago
Projected Schedule of
Revenues and Expenses for 1985.

Revenues:

Sponsorship	\$195,000
Beverage revenues (net)	485,000
Food commissions	375,000
Vendor entrance fees 163,000	
Unredeemed tickets 100,000	
Other revenues	<u>15,000</u>
TOTAL REVENUES	\$1,333,000

Expenses:

Advertising	\$49,000
Accounting fees	50,000
Reimbursement for City services	365,000
Entertainment	105,000
Fireworks	70,000
Equipment rental	28,000
Insurance	25,000
Reimbursement for Association services	115,000
Portable toilets, sinks, etc.	102,000
Posters and brochures 33,000	
Professional fees	33,000
Security	21,000
Signs	33,000
Site maintenance	65,000

Site preparation/operation	21,000
Souvenirs	—
Tents	96,000
Tickets and ticket sellers	72,000
Miscellaneous	5,000
Contingencies	<u>40,000</u>
TOTAL EXPENSES	\$1,328,000
EXCESS OF REVENUES OVER EXPENSES	\$5,000

Exhibit "B"

Definition of "Sufficient Production Staff". "Sufficient Production Staff" means sufficient staff to coordinate, including, but not limited to the following positions:

General Manager -- reporting to City Management Committee
 Administrative Assistant to General Manager -- reporting to General Manager
 Director of Operations -- reporting to General Manager
 Assistant Director of Operations -- reporting to Director of Operations
 Internal Accounting Operation -- reporting to Director of Operations
 Operations Manager -- reports to Director of Operations
 Eight (8) Trade Association Staffers -- reporting to Director of Operations
 Twenty Two (22) Member Restaurateur Board of Directors
 Twenty Five (25) Member Restaurateur Advisory Committee
 Legal Counsel

Category does not include the following:

Part-time and full-time Line Operation Personnel Reporting to the above categories

Also does not include:

Items that are provided for in Budget, including the following:

Contractors for Maintenance -- reporting to the Director of Operations
 Beverage Manager -- reporting to the General Manager
 Assistant Beverage Manager -- reporting to the Beverage Manager
 Beverage Administrative Assistant -- reporting to the Beverage Manager
 Beverage Line Staff -- reporting to the Beverage Manager
 North Area Assistant Operations Manager) reporting to the Operations Manager
 South Area Assistant Operations Manager) reporting to the Operations Manager
 Property Manager -- reporting to the Operations Manager
 Public Relations Director -- reporting to the General Manager
 Assistant Public Relations Manager -- reporting to the Public Relations Director
 Public Relations Assistant -- reporting to the Public Relations Director
 Associations's Outside Accounting Manager -- reporting to the General Manager
 Security Manager -- reporting to the General Manager

Assistant to the Director of Operations -- reporting to the Director of Operations
Administrative/Receptionist -- reporting to the Director of Operations

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys to which had been referred (December 7, 1984, February 13, 20 and March 20, 1985) fifteen proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

Grant to Warren Anderson.

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

SECTION 1. Permission and authority are hereby given and granted to Warren Anderson, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a concrete loading platform in the sidewalk space on the east side of N. Carpenter Street adjoining the premises known at 25 N. Carpenter St., said loading platform not to exceed approximately one hundred twenty-six (126) feet in length, fifteen (15) feet in width nor four (4) feet with a ramp eighteen (18) feet in length and fourteen (14) feet in width at the north end of said loading platform and a ramp thirteen (13) feet in length and nine (9) feet in width at the south end of said loading platform; for a period of five (5) years from and after April 7, 1985.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the

Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Thirty and no/100 Dollars (\$730.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to Archer Daniels Midland Company.

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

SECTION 1. Permission and authority are hereby given and granted to Archer Daniels Midland Co., upon the terms and subject to the conditions of this ordinance to maintain and use as now installed one (1) four inch conduit encased in concrete for the distribution of plant utilities. Said conduit is located under N. Laramie Avenue one hundred two (102) feet north of vacated N. Moffat Street. Authority granted for a period of five years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the

Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to Bankers Life and Casualty Company.

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

SECTION 1. Permission and authority are hereby given and granted to Bankers Life and Casualty Company, upon the terms and subject to the conditions of this ordinance to maintain and as now constructed two (2) three-inch steel electric conduits at a depth of approximately four feet six inches (4'6") to six feet nine inches (6'9") running diagonally under and across W. Lawrence Ave. from a point seven (7) feet west of east property line of N. Kenneth Ave. at the northwest corner of W. Lawrence Ave. and N. Kenneth Ave. bldg. located at 4444 W. Lawrence connecting bldg. located forty (40) feet east of property line of 4444 W. Lawrence to property located at 4425 W. Lawrence Ave. which is the southerly termination of said conduits; for a period of five (5) years from and after date of passage of this ordinance.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Eighty and no/100 Dollars (\$280.00) per annum, in advance, the first payment to be made as of date stated in Section 1, 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 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 Chicago Title and Trust Company;
U/T Number 1086122.*

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 of Chicago, U/T Number 1086122, upon the terms and subject to the conditions of this ordinance to construct, maintain and use sidewalk vaults and caisson bells located in the public way on East Bellevue Place, North Rush Street and the east-west alley adjacent to 21 East Bellevue Place.

East Bellevue Place

Vaulted Space

Said vault shall run east for a distance of approximately one hundred fifty (150) feet, starting from a point at the southeast corner of N. Rush Street and E. Bellevue Place. Said vault shall be approximately twenty-two (22) feet in width with a depth of twenty (20) feet.

Caisson Bells

Five (5) caissons extending to a depth of approximately seventy (70) to ninety- five (95) feet.

North Rush Street

Vaulted Space

Said vault shall run south for a distance of approximately eighty-seven (87) feet starting from a point at the southeast corner on N. Rush Street and E. Bellevue Place. Said vault shall be approximately fifteen (15) feet in width with a depth of twenty (20) feet.

Caisson Bells

Four (4) caissons extending to a depth of approximately seventy (70) to ninety- five (95) feet.

East-west Public Alley

Caisson Bells

Four (4) caissons extending to a depth of approximately seventy (70) to ninety- five (95) feet.

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

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the

Commissioner of Streets and Sanitation and the Commissioner of Inspectional Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Five Hundred Sixty-eight and no/100 Dollars (\$3,568.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and

Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$2,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee 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 A. Daigger and Company, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to A. Daigger and Company, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed two loading platforms as follows: one approximately seven (7) feet by forty-four (44) feet and the other platform approximately six (6) feet in width and nine (9) feet in length at the outer edge and fifteen (15) feet at the inner or building line edge in W. Carroll Avenue in front of the premises known as 159 W. Kinzie Street, together with a canopy over said loading platform thirty-four (34) feet in length and eight (8) feet in width; for a period of five (5) years from and after January 1, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Seventy-four and no/100 Dollars (\$1,574.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to Dixie Portland Flour Mills, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Dixie Portland Flour Mills, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a railroad switchtrack at street grade over and across N. Elizabeth Street from a point on the east line thereof one hundred ninety (190) feet north of the north line of W. Carroll Avenue to a point on the west line thereof one hundred eighty (180) feet north of the north line of W. Carroll Avenue; for a period of five (5) years from and after May 1, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to Grand-California Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Grand-California Corp., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a railroad switch track at street grade along and across W. Grand Avenue on a line parallel to, and one hundred (100) feet westerly of the west line of N. Washtenaw Avenue; for a period of five (5) years from and after April 7, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to Northwestern University.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern University, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a tunnel carrying twelve (12) duct conduit under and across E. Superior Street three hundred fifty (350) feet east of the line of N. Fairbanks Court, measured on the north line of E. Superior Street. Said tunnel shall not exceed fourteen (14) feet in width between curb and building lines, nor eleven (11) feet in width underneath the public street, and not more than six (6) feet in height; for a period of five (5) years from and after April 29, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Nine Hundred Eighty-seven and no/100 Dollars (\$1,987.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago,

as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to F. Henry Remien.

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

SECTION 1. Permission and authority are hereby given and granted to F. Henry Remien, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a drawbridge or loading platform seven (7) feet in length by six (6) feet in width, when in use it is lowered into the north-south public alley south of W. Grand Avenue, and when not in use is folded up so that it is inside private property, located adjacent to the premises known as 63 W. Grand Avenue; for a period of five (5) years from and after May 1, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file a written acceptance of this ordinance with the

City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the City Comptroller.

Grant to Roadway Express, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Roadway Express, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use that portion of unimproved and unused "dead-end" S. St. Louis Avenue being south of the tracks of the Grand Trunk Western Railroad and north from W. 51st, to be used for the purpose of parking. Boundaries of said area are as follows: beginning at a point north of the north line of W. 51st Street, on the property line east of S. St. Louis Avenue, proceeding in a northerly direction for a distance of approximately six hundred thirty-eight point twenty-nine (638.29) feet, thence changing to a westerly direction and continuing for a distance of sixty-six (66) feet, thence changing to a southerly direction and continuing a distance six hundred thirty-eight point twenty-nine (638.29) feet, thence changing to an easterly direction and continuing for a distance sixty-six (66) feet to POB, total forty-two thousand one hundred twenty-seven point fourteen (42,127.14) square feet, adjacent to its terminal facility located at 3434 W. 51st Street; for a period of five (5) years from and after January 1, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Four Hundred Thirty-eight and no/100 Dollars (\$3,438.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee,

without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

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

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

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

structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to Sears, Roebuck and Company.

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

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Co., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a one-story covered pedestrian bridge or passageway over and across S. Spaulding Avenue forty (40) feet south of the south line of W. Arthington Street. Said covered bridge or passageway shall be approximately eighty-six (86) feet in length, seven (7) feet in width and nine (9) feet in height, inside dimensions, and the lowest portion of same shall be not less than fourteen (14) feet above the street grade at said location; for a period of five (5) years from and after April 21, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any

way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to 333 North Michigan Avenue Building Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to 333 North Michigan Avenue Building Corporation, upon the terms and subject to the conditions of this ordinance to maintain and use as now installed a twelve-inch water pipe, together with a ten inch discharge pipe, emerging from the north end of the building at 333 North Michigan Avenue at a point approximately ten (10) feet west of the west line of N. Beaubien Court, thence running in a northerly direction under and across the lower level of E. Wacker Drive at a point thirty- six (36) feet east of the North Michigan Avenue bridge a distance of one hundred fifty (150) feet to the Chicago River. Pipes are used for obtaining water from and returning to the Chicago River to service condenser of air-conditioning plant used within said building for a period of five (5) years from and after March 25, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Seventy- six and no/100 Dollars (\$576.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions

hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to Peter Tsurekidis.

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

SECTION 1. Permission and authority are hereby given and granted to Peter Tsurekidis to maintain and use a portion of the public way on E. Randolph Street adjacent to 77 E. Randolph Street. The above space is to be occupied by a flower stand and shall be sixteen (16) feet in length and three (3) feet in width; 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.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions

hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

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, upon the terms and subject to the conditions of this ordinance to maintain and use, steam service piping consisting of one (1) eight inch high pressure steam main and one (1) four inch condensate return main encased in a cement enclosure on (1) foot ten (10) inches in height and two (2) feet six (6) inches in width under the sidewalk on the south side of E. 58th Street beginning at a point approximately one hundred eighty-six (186) feet east of the east curb line of S. Drexel Avenue, thence westward under the sidewalk sixty (60) feet to a manhole (No. 1), continuing westward one hundred twenty (120) feet to a manhole (No. 2), continuing westward to the east curb line of S. Drexel Avenue, thence under S. Drexel Avenue to the west curb line of said S. Drexel Avenue, thence under the sidewalk twenty-eight (28) feet to a manhole (No. 3), from which manhole the said steam service piping will proceed southward, thence entering private property; for a period of five years from and after May 26, 1985.

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

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

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

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

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

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

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

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

Grant to W. G. Hall Printing Company.

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

SECTION 1. Permission and authority are hereby given and granted to W. G. Hall Printing Company, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a truck scale located in the parkway adjoining the premises at No. 4629 W. Wellington Avenue. Said truck scale is thirty-four (34) feet in length, ten (10) feet in width and four (4) feet six (6) inches in depth when in lowered position; for a period of five (5) years from and after March 19, 1985.

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

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

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, 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.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys to which had been referred on February 4, 13, and 20, 1985, twenty-five proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith:

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

Grant to Amity Packing Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Amity Packing Company, Inc. to maintain and use an existing canopy over the public right of way in N. Green Street attached to the building or structure located at 210 N. Green Street for a period of three (3) years from and after April 19, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 52 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond payment of Seventy-seven and no/100 Dollars (\$77.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to C. Buttermann & Associates: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to C. Buttermann & Associates to maintain and use an existing canopy over the public right of way in W. Diversey attached to the building or structure located at 839 W. Diversey for a period of three (3) years from and after May 26, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond 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 Carson Pirie Scott & Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Carson Pirie Scott & Company to construct, maintain and use a canopy over the public right of way in E. Monroe Street attached to the building or structure located at Monroe and Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 54 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond payment of Seventy-nine and no/100 Dollars (\$79.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. 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 Carson Pirie Scott & Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Carson Pirie Scott & Company to maintain and use existing canopy over the public right of way in S. Wabash Avenue attached to the building or structure located at 36 S. Wabash Avenue for a period of three (3) years from and after May 1, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond 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 Conservatory Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Conservatory Condominium Association to maintain and use an existing canopy over the public right of way in N. Lincoln Park West attached to the building or structure located at 2314 N. Lincoln Park West for a period of three (3) years from and after February 10, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 18 feet in width: Upon the filing of the acceptance and bond 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 Gregg Builders: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Gregg Builders to maintain and use 15 existing canopies over the public right of way in N. Canal Street attached to the building or structure located at 111 N. Canal Street for a period of three (3) years from and after February 10, 1985 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 1 @ 25 feet, 14 @ 20 feet respectively in length, nor 1 @ 12 feet, 14 @ 6 feet respectively in width: Upon the filing of the acceptance and bond and payment of Seven Hundred and Fifty and no/100 Dollars (\$750.00) 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 Halsted Street Fishmarket Building, Partnership:
Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Halsted Street Fishmarket Bldg. Partnership to maintain and use an existing canopy over the public right of way in N. Halsted attached to the building or structure located at 2048 N. Halsted for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 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 I & R Shoe Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to I & R Shoe Company to maintain and use an existing canopy over the public right of way in N. Clark

Street attached to the building or structure located at 2754 N. Clark Street for a period of three (3) years from and after May 25, 1985 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 112 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Thirty-seven and no/100 Dollars (\$137.00) 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 Inland Property Management: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Inland Property Management to maintain and use an existing canopy over the public right of way in W. Wrightwood Avenue attached to the building or structure located at 443 W. Wrightwood Avenue for a period of three (3) years from and after May 25, 1985 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 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 International Antiques: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to International Antiques to maintain and use an existing canopy over the public right of way in N. Clark Street attached to the building or structure located at 2907 N. Clark Street for a period of three (3) years from and after May 25, 1985 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 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Joseph Neisler: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Joseph Neisler to maintain and use an existing canopy over the public right of way in N. Wiggins Avenue attached to the building or structure located at 6938- 40 W. Higgins Avenue for a period of three (3) years from and after May 26, 1985 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 New York Life Insurance: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to New York Life Insurance Company to maintain and use an existing canopy over the public right of way in N. Wacker Drive attached to the building or structure located at 155 N. Wacker Drive for a period of three (3) years from and after May 6, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-five and no/100 Dollars (\$65.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Pick-Harrison Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Pick-Harrison Corporation to maintain and use an existing canopy over the public right of way in E. Harrison Street attached to the building or structure located at 68 E. Harrison Street for a period of three (3) years from and after January 2, 1985 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 81 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Six and no/100 Dollars (\$106.00) 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 Irene Pitzaferrero: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Irene Pitzaferrero to maintain and use an existing canopy over the public right of way in W. Diversey Avenue attached to the building or structure located at 6755 W. Diversey Avenue for a period of three (3) years from and after April 6, 1985 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 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 Irene Rago: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Irene Rago to maintain and use an existing canopy over the public right of way in W. Fullerton attached to the building or structure located at 5120 W. Fullerton for a period of three (3) years from and after May 4, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Grant to Saranecki Brothers Continental Catering Garden
Walk Banquets: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Saranecki Bros. Continental Catering Garden Walk Banquets to maintain and use an existing canopy over the public right of way in W. Fullerton Avenue attached to the building or structure located at 3705 W. Fullerton Avenue for a period of three (3) years from and after February 28, 1985 in accordance with plans and specifications filed with the Commissioner of Public

Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Scarborough Faire: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Scarborough Faire to maintain and use two (2) canopies over the public right of way in N. Sheffield Avenue attached to the building or structure located at 2147 N. Sheffield Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 6 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee 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 Seneca Hotel Limited Partnership: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Seneca Hotel Limited Partnership to maintain and use an existing canopy over the public right of way in E. Chestnut Street attached to the building or structure located at 200 E. Chestnut Street for a period of three (3) years from and after May 25, 1985 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 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 Sicily Restaurant, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sicily Restaurant, Inc. to maintain and use an existing canopy over the public right of way in N. Harlem Avenue attached to the building or structure located at 2743 N. Harlem Avenue for a period of three (3) years from and after March 1, 1985 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 50 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-five and no/100 Dollars (\$75.00) 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 Supera Property Management, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Supera Property Management, Inc. to maintain and use an existing canopy over the public right of way in W. St. James Place attached to the building or structure located at 444 W. St. James Place for a period of three (3) years from and after May 5, 1987 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to The Talbots: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Talbots to construct, maintain and use 4 canopies over the public right of way in N. Wabash Avenue attached to the building or structure located at 139 N. Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 6 feet respectively in length, nor 6 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 Vranas & Associates, Limited: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Vranas & Associates, Ltd. to maintain and use a canopy over the public right of way in N. Sheridan Road attached to the building or structure located at 5200 N. Sheridan Road for a period of three (3) years from and after March 1, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Grant to Webster Avenue Association: Canopies:

Ordered, That the City Comptroller is hereby authorized to issue a permit to Webster Avenue Association to maintain and use two (2) existing canopies over the public right of way in W. Webster Avenue attached to the building or structure located at 1200 W. Webster Avenue and 1206 W. Webster Avenue for a period of three (3) years from and after September 15, 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 canopies not to exceed 7 feet and 20 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee 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 White Hen Pantry - Long Term Tenant: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to White Hen Pantry - Long Term Tenant to construct, maintain and use three (3) existing canopies over the public right of way in N. Lincoln Avenue attached to the building or structure located at 2201 N. Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 30 feet, 29 feet and 7 feet

in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty-nine and no/100 Dollars (\$159.00) 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 White Hen Pantry: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to White Hen Pantry to construct, maintain and use a canopy over the public right of way in N. Halsted Street attached to the building or structure located at 2004 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 32 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-seven and no/100 Dollars (\$57.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

PUBLIC ALLEY VACATED IN BLOCK BOUNDED BY SOUTH
BELL AVENUE, SOUTH LEAVITT STREET, WEST
CAMPBELL DRIVE AND WEST POLK STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

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

SECTION 1. That all that part of the east-west 16 foot public alley lying north of the north line of Lots 1 and 22; lying north of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 22 all in Block 4 in Thomas J. Foster's Subdivision of Blocks 3 and 14 in Morris and Others Subdivision of the W. 1/2 of the S.W. 1/4 of Section 18, Township 39 North, Range 14 East of Third Principal Meridian; lying south of the south line of Lots 39 to 50, both inclusive, in F. W. and J. L. Campbell's Subdivision of Block 2 in Morris and Others Subdivision aforementioned; lying west of a line drawn from the northeast corner of Lot 1 in Block 4 in Thomas J. Foster's Subdivision aforementioned to

the southeast corner of Lot 50 in F. W. and J. L. Campbell's Subdivision aforementioned; and lying east of the west line of Lot 22 in Block 4 in Thomas J. Foster's Subdivision aforementioned produced north to the south line of Lot 39, in F. W. and J. L. Campbell's Subdivision aforementioned; also, all of the north-south 16 foot public alley lying west of the west line of Lots 1, 2, and 3 in Block 4 in Thomas J. Foster's Subdivision aforementioned; lying west of the west line of Lots 1 to 7, both inclusive, in Subdivision of Lots 4, 5, 6, 7, 8, and 9 in Block 4 in Thomas J. Foster's Subdivision aforementioned; lying east of the east line of Lots 19 to 22, both inclusive, in Block 4 in Thomas J. Foster's Subdivision aforementioned; lying east of the east line of Lot 1 in Block 4 in Subdivision of Lots 5, 6, 7, 8, 9, and 10 in Block 3 and Lots 13, 14, 15, 16, 17, and 18 in Block 4 in Thomas J. Foster's Subdivision aforementioned; lying east of a line drawn from the northeast corner of Lot 1 in Block 4 in Subdivision of Lots 5 to 10 in Block 3 and Lots 13 to 18 in Block 4 aforementioned to the southeast corner of Lot 19 in Block 4 aforementioned to the southeast corner of Lot 19 in Block 4 in Thomas J. Foster's Subdivision aforementioned; also, all rights, title and interest in the east-west 12 foot private alley lying north of Lots 1 to 6, both inclusive, in Block 4 in Subdivision of Lots 5 to 10 in Block 3 and Lots 13 to 18 in Block 4 aforementioned as shown on Plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, June 17, 1876, as Document No. 90962; said public alley, part of public alley and private alley herein vacated being further described as all of the east-west 16 foot public alley, the north 214 feet, more or less, of the north-south 16 foot public alley, and the east-west 12 foot private alley in the area bounded by S. Bell Avenue, S. Leavitt Street, W. Campbell Drive, and W. Polk Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved in such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the State of Illinois Medical Center Commission shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PUBLIC ALLEY VACATED IN BLOCK BOUNDED BY WEST
51ST STREET, SOUTH ARCHER AVENUE, SOUTH
KILPATRICK AVENUE AND SOUTH KNOX
AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

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

SECTION 1. That all that part of the northeasterly-southwesterly 16 foot public alley lying southerly of the southerly line of Lot 6; lying northerly of the northerly line of Lots 7 to 10, both inclusive; lying westerly of a line drawn from the southeast corner of said Lot 6 to the northeast corner of said Lot 7; and lying easterly of the west line of Lot 6 produced south to the northerly line of said Lot 10 all in Block 5 in W. R. Kaiser and Co.'s Ardale Subdivision of the W. 1/2 of the S.W. 1/4 and the W. 3/4 of the E. 1/2 of the S.W. 1/4 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the northeasterly 128.05 feet, more or less, of the northeasterly-southwesterly 16 foot public alley in the block bounded by W. 51st Street, S. Archer Avenue, S. Kilpatrick Avenue, S. Knox Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

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

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Clover Club Beverages Inc., and the Marquette National Bank, as Trustee, Trust No. 9344, 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 alley hereby vacated, the sum of Six Thousand and no/100 Dollars (\$6,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City

Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to public alley hereby vacated, similar to the sidewalk and curb in S. Knox Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Clover Club Beverages Inc. and the Marquette National Bank, as Trustee No. 9344, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing omitted for printing purposes.]

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

Yeas - Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone - 48.

Nays - None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PORTION OF SOUTH HERMITAGE AVENUE VACATED BETWEEN
WEST JACKSON BOULEVARD AND WEST VAN BUREN
STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

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

SECTION 1. That all that part of S. Hermitage Avenue lying east of the east line of Lots 16, 22, 23, 26, 27, and 30 in Block 3; lying west of the west line of Lot 21 in Block 4, lying west of a line drawn from the northwest corner of Lot 21 in Block 4 to the southwest corner

of Lot 22 in Block 4; lying south of the south line of Lot 22 in Block 4 produced west to its point of intersection with the east line of Lot 16 in Block 3; lying north of a line drawn from the southwest corner of Lot 21 in Block 4 to the southeast corner of Lot 30 in Block 3 all in Ashland Addition to Chicago, being the S.E. 1/4 of the N.E. 1/4 and of a fraction in the S.W. corner of the N.E. 1/4 of the N.E. 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian; also all of the north-south 16.5- foot public alley lying west of the west line of Lots 1 to 16, both inclusive; lying east of the east line of Lot 17, east of the east line of Lots 22 to 27, both inclusive, east of the east line of the vacated 15.5 foot alley between Lots 26 and 27, and lying east of a line drawn from the northeast corner of Lot 17 to the southeast corner of Lot 22; lying north of a line drawn from the southwest corner of Lot 16 to the southeast corner of Lot 17; and lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 27 all in Block 4 in Ashland Addition to Chicago aforementioned; also all of the east-west 15.5-foot public alley lying north of the north line of Lots 17 to 21, both inclusive; lying south of the south line of Lot 22; lying west of a line drawn from the northeast corner of Lot 17 to the southeast corner of Lot 22; and lying east of a line drawn from the northwest corner of Lot 21 to the southwest corner of Lot 22 all in Block 4 in Ashland Addition to Chicago aforementioned; said part of public street and public alleys herein vacated being further described as the south 135.5 feet of S. Hermitage, lying between W. Jackson Boulevard and W. Van Buren Street, together with all of the alleys in the block bounded by W. Jackson Boulevard, W. Van Buren Street, S. Hermitage Avenue, and S. Paulina Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. Compensation for the vacations herein provided for was paid by Rush-Presbyterian St. Luke's Medical Center pursuant to the Redevelopment Agreement duly approved by the City Council on August 31, 1983; and further, within six (6) months after the passage of this ordinance, Rush-Presbyterian St. Luke's Medical Center shall 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 across the entrance to that part of the public street and public alley hereby vacated, similar to the sidewalk and curb in W. Jackson Boulevard, W. Van Buren Street, and S. Hermitage Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, Rush- Presbyterian St. Luke's Medical Center and the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR VACATION OF TRIANGULAR PORTION
OF NORTH SEMINARY AVENUE, NORTH CLARK
STREET AND WEST ADDISON STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance.

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

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

SECTION 1. That all that part of N. Seminary Avenue described as follows: Beginning at the intersection of the east line of Lot 28 and a line 2.0 feet southwesterly of and parallel with the northeasterly line of said Lot 28 in Talbot's Subdivision of that part of Block 13 lying west of Green Bay Road (now called Clark Street) in Laffin, Smith and Dyer's Subdivision of the N.E. 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian; thence southeasterly along the southeasterly extension of said line 2.0 feet southwesterly of and parallel with the northeasterly line of Lot 28, a distance of 70.0 feet; thence southwesterly to a point on the eastwardly extension of the south line of said Lot 28 which is 25.0 feet east of the southeast corner of said Lot 28; thence west on said eastwardly extension of the south line of Lot 28, a distance of 25.0 feet, to the southeast corner of said Lot 28; thence north along the east line of said Lot 28 to the point of beginning; said part of public street herein vacated being further described as a triangular portion of N. Seminary Avenue located on the west side of N. Seminary Avenue between the southwesterly line of N. Clark Street extended southeasterly and the north line of W. Addison Street extended east, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Alexis Enterprises 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 street hereby vacated, the sum of Fourteen Thousand Nine Hundred Ten and no/100 Dollars (\$4,910.00) which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Alexis Enterprises shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PORTION OF EAST 50TH PLACE CLOSED TO VEHICULAR TRAFFIC.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The Department of Housing's plan for the 51st-Vincennes Project Area, providing for the closing to vehicular traffic a portion of 50th Place, and

WHEREAS, The above referenced street right-of-way to be closed will become a landscaped area; provided however, that no buildings or other structures shall be erected in said right-of-way; now, therefore,

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

SECTION 1. That a portion of East 50th Place from the east right-of-way line of South Forrestville Avenue extending eastward approximately 112.90 feet, as crosshatched and indicated by the words "To Be Closed To Vehicular Traffic" on the drawing attached hereto, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby closed to vehicular traffic, except for Police, Fire and other emergency vehicles.

SECTION 2. The City of Chicago hereby reserves all this portion of right-of-way for existing municipal owned service facilities now located or which in the future may be located in said part of the closed right-of-way, and for the maintenance, renewal and construction of such facilities with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgement of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally owned service facilities.

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

[Drawing printed on page 16322 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE
PLAT OF SUBDIVISION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance.

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 "Anthony Subdivision" lying easterly of the easterly line of N. McCormick Road and lying 230.13 feet northerly of the center line of N. Lincoln Avenue (as measured along the easterly line of N. McCormick Road) having a frontage of 612.76 feet and a depth of 679.56 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 2-39-85-960).

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

(Continued on page 16323)

E. 50th St.

E. 50th Pl.

E. 51st St.

S. Forrestville Ave.

S. St. Lawrence Ave.

112 AB



To be closed to vehicular traffic

51st - Vincennes

City of Chicago
Department of Housing

2-8-83



(Continued from page 16321)

[Plat omitted for printing purposes but on file and available
for public inspection in Office of the City Clerk.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE
PLAT OF SUBDIVISION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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 Copernicus' Subdivision in the area bounded by W. 59th Street, the Indiana Harbor Belt Railroad, S. Nashville Avenue, and a line 658.04 feet east of the east line of S. Nashville Avenue for Parkway Bank and Trust Company, Trust No. 7068, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 18-23-85-958).

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

[Plat omitted for printing purposes but on file and available
for public inspection in Office of the City Clerk.]

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

Yeas - Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone - 48.

Nays - None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PERMIT ISSUED FOR INSTALLATION OF DECORATIVE
LIGHTS AT SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Conrad Hilton Hotel for the installation of decorative lights on the sidewalks bordering the Conrad Hilton Hotel on E. Balboa Drive, S. Michigan Avenue, E. 8th Street and S. Wabash Avenue, in accordance to approved plans by the Bureau of Electricity/Department of Streets and Sanitation.

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

Yeas - Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone - 48.

Nays - None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PEDDLING PROHIBITED ON PORTION OF SOUTH
LARAMIE STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to Section 160-13 of the Municipal Code of Chicago, peddling is hereby prohibited on W. 47th Street (both sides) between S. Laramie Avenue and S. Knox Avenue; and the Commissioner of Public Works is hereby authorized and directed to post signs in indication of such prohibition.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PEDDLING PROHIBITED ON PORTION OF SOUTH
CICERO AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to Section 160-13 of the Municipal Code of Chicago, peddling is hereby prohibited on S. Cicero Avenue (both sides) between W. 47th Street and S. Archer Avenue; and the Commissioner of Public Works is hereby authorized and directed to post signs in indication of such prohibition.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR ERECTION OF HONORARY STREET
NAME TO BE KNOWN AS "TRUE VINE DRIVE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the portion of East 110th Place between S. Martin Luther King, Jr., Drive and S. Eberhart Avenue be and is hereby given the honorary name of "True Vine Drive".

SECTION 2. That, pursuant to an ordinance passed by the City Council December 3, 1984, C.J. page 11459, the Commissioner of Streets is hereby directed to install suitable signs at that portion of East 110th Street in addition to the signs already in place, designating that portion "True Vine Drive".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR PORTION OF WEST 31ST
STREET TO BE NAMED "HOME RUN
INN AVENUE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11459 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of West 31st Street from Pulaski Road to Kostner Avenue, as "Home Run Inn Avenue".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED FOR PORTION OF SOUTH KEDZIE
AVENUE TO BE KNOWN AS "AVENIDA DELGADO
KANOON AVENUE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11459 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Kedzie Avenue from Cermak Road to 23rd Street, as "Avenida Delgado Kanoon".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR ERECTION OF HONORARY STREET
NAME TO BE KNOWN AS "BIRLA AVENUE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11459 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of West 31st Street from Kostner Avenue to Kilbourn Avenue as Birla Avenue.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR CONSTRUCTION, INSTALLATION AND
MAINTENANCE OF DECORATIVE SIDEWALK AT
SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits to American National Bank and Trust Company, as Trustee under Trust Agreement dated June 18, 1981, and known as Trust Number 52947, the property owner, of the property located at 203 North LaSalle Street, for the construction, installation and maintenance of decorative sidewalk abutting and immediately adjacent to the 203 North LaSalle Street building on North LaSalle Street, on North Clark Street and West Lake Street. The location, size, texture and configuration of said decorative sidewalk shall be as shown on the site plans attached hereto, which by reference are incorporated as a part of this ordinance.

SECTION 2. The property owner agrees to maintain said decorative sidewalk and appurtenances associated therewith to the satisfaction of the Commissioners of Streets and Sanitation and Public Works and to correct any deficiencies immediately upon request. The property owner shall keep that portion of the public way over or under said decorative sidewalk in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the construction, installation and maintenance by the property owner under the authorization granted herein.

SECTION 4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.

SECTION 5. When so requested, the property owner shall execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Public Works with sureties to be approved by the City of Chicago.

SECTION 6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Municipal Code of the City of Chicago.

SECTION 7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Public Works at any time, without the consent of the property owner. Upon said revocation of the authority granted herein, the property owner shall promptly remove the decorative sidewalk from the public way and restore the public way to its previous condition.

SECTION 8. This covenant shall be binding on the City and property owner and their respective successors and assigns.

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR CONSTRUCTION, INSTALLATION
AND MAINTENANCE OF KIOSKS AT SPECIFIED
LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits to American National Bank and Trust Company, as Trustee under Trust Agreement dated June 18, 1981, and known as Trust Number 52947, the property owner, for the construction, installation and maintenance of four (4) kiosks to be located upon the public sidewalk adjacent to the property located at 203 North LaSalle Street. The location, size and configuration of said kiosks shall be as shown on the site plans attached hereto, which by reference are incorporated as a part of this ordinance.

SECTION 2. The property owner agrees to maintain said kiosks and appurtenances associated therewith to the satisfaction of the Commissioners of Streets and Sanitation and Public Works and to correct any deficiencies immediately upon request. The property owner shall keep that portion of the public way over or under said kiosks in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the construction, installation and maintenance by the property owner under the authorization granted herein.

SECTION 4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or

which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.

SECTION 5. When so requested, the property owner shall execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Public Works with sureties to be approved by the City of Chicago.

SECTION 6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Municipal Code of the City of Chicago.

SECTION 7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Public Works at any time, without the consent of the property owner. Upon said revocation of the authority granted herein, the property owner shall promptly remove the kiosks from the public way and restore the public way to its previous condition.

SECTION 8. This covenant shall be binding on the City and property owner and their respective successors and assigns.

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PERMITS ISSUED FOR INSTALLATION OF TEN PLANTERS AT SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits to American National Bank and Trust Company, as Trustee under Trust Agreement dated June 18, 1981, and known as Trust Number 52947, the property owner, for the construction, installation and maintenance of ten (10) tree planters, said tree planters to be located upon the public sidewalk adjacent to the property located at 203 North LaSalle Street. The location, size and configuration of said tree planters shall be as shown on the site plans attached hereto, which by reference are incorporated as a part of this ordinance.

SECTION 2. The property owner agrees to maintain said tree planters and appurtenances associated therewith to the satisfaction of the Commissioners of Streets and Sanitation and Public Works and to correct any deficiencies immediately upon request. The property owner shall keep that portion of the public way over or under said tree planters in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the construction, installation and maintenance by the property owner under the authorization granted herein.

SECTION 4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.

SECTION 5. When so requested, the property owner shall execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Public Works with sureties to be approved by the City of Chicago.

SECTION 6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Municipal Code of the City of Chicago.

SECTION 7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Public Works at any time, without the consent of the property owner. Upon said revocation of the authority granted herein, the property owner shall promptly remove the tree planters from the public way and restore the public way to its previous condition.

SECTION 8. This covenant shall be binding on the City and property owner and their respective successors and assigns.

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

[Site Plans attached to this ordinance omitted for printing purposes but on file and available for public inspection in Office of the City Clerk.]

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

Yeas - Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone - 48.

Nays - None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR CONSTRUCTION, INSTALLATION
AND MAINTENANCE OF FLAG POLES AT
SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits to American National Bank and Trust Company, as Trustee under Trust Agreement dated June 18, 1981, and known as Trust Number 52947, the property owner, for the construction, installation and maintenance of four (4) flag poles to be located upon the public sidewalk adjacent to the property located at 203 North LaSalle Street. The location, size and configuration of said flag poles shall be as shown on the site plans attached hereto, which by reference are incorporated as a part of this ordinance.

SECTION 2. The property owner agrees to maintain said flag poles and appurtenances associated therewith to the satisfaction of the Commissioners of Streets and Sanitation and Public Works and to correct any deficiencies immediately upon request. The property owner shall keep that portion of the public way over or under said flag poles in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the construction, installation and maintenance by the property owner under the authorization granted herein.

SECTION 4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.

SECTION 5. When so requested, the property owner shall execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Public Works with sureties to be approved by the City of Chicago.

SECTION 6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Municipal Code of the City of Chicago.

SECTION 7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Public Works at any time, without the consent of the property owner. Upon said revocation of the authority granted herein, the property owner shall promptly remove the flag poles from the public way and restore the public way to its previous condition.

SECTION 8. This covenant shall be binding on the City and the property owner and their respective successors and assigns.

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

[Site Plans attached to this ordinance omitted for printing
purposes but on file and available for public inspection
in Office of the City Clerk.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

APPROVAL GIVEN FOR INSTALLATION AND MAINTENANCE
OF INFORMATIONAL PYLONS AT SPECIFIED
LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to issue the necessary permits to Chicago Hilton Joint Venture, a joint venture in partnership form, its successors and assigns as the property owner, of the property located at 720 South Michigan Avenue, for the installation and maintenance of informational pylons to be located upon the public sidewalks bordering the property on the corner of East Balbo Street and South Michigan Avenue and on the corner of South Wabash Avenue and East Balbo Street. The location and specifications for said informational pylons shall be as shown on the prints attached hereto, which by reference are incorporated as a part of this ordinance.

SECTION 2. The property owner agrees to maintain said informational pylons and appurtenances associated therewith to the satisfaction of the Commissioners of Streets and Sanitation and Public Works and to correct any deficiencies immediately upon request. The property owner shall keep that portion of the public way over or under said informational pylons in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation and maintenance by the property owner under the authorization granted herein.

SECTION 4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for or on account of any act or thing done or suffered or omitted to be done under the permission of such grant.

SECTION 5. When so requested, the property owner shall execute and deliver to the City of Chicago a bond in an amount fixed by the Commissioner of Public Works with sureties to be approved by the City of Chicago.

SECTION 6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Municipal Code of the City of Chicago with respect to said informational pylons.

SECTION 7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Public Works at any time, without the consent of the property owner. Upon said revocation of the authority granted herein, the property owner

shall promptly remove the informational pylons from the public way and restore the public way to its previous condition.

SECTION 8. This covenant shall be binding on the City and property owner and their respective successors and assigns.

SECTION 9. This ordinance shall take effect and be in force from and after its passage.

[Prints attached to this ordinance omitted for printing purposes
but on file and available for public inspection in Office
of the City Clerk.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AUTHORITY GRANTED TO INSTITUTE NECESSARY PROCEEDINGS FOR PAVING SPECIFIED ALLEYS.

The Committee on Streets and Alleys submitted separate committee reports recommending that the City Council pass ten proposed orders from the Board of Local Improvements authorizing the necessary proceedings for paving specified alleys.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

*Alley Between South Corliss Avenue, East 103rd Street,
South Cottage Grove Avenue and East 104th Street.*

Ordered, That the Commissioner of Public Works (the Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete the north-south alley bounded by S. Corliss Avenue, E. 103rd Street, S. Cottage Grove Avenue and E. 104th Street.

*Alley Bounded by South Michigan Avenue, East 114th Street,
South Edbrooke Avenue and East 114th Place.*

Ordered, That the Commissioner of Public Works (the Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete, by special assessment, the 1/4 of the alley and roadway bounded by S. Michigan Avenue, E. 114th Street, S. Edbrooke Avenue and E. 114th Place.

*Alley Between South Wallace Street, West 126th Street,
South Lowe Avenue and West 127th Street.*

Ordered, That the Commissioner of Public Works (the Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete, by special assessment, the alley bounded by S. Wallace Street, W. 126th Street, S. Lowe Avenue and W. 127th Street.

*North-South Alley and Roadway From 701 to 745
East 103rd Place.*

Ordered, That the Commissioner of Public Works (the Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete of the north-south alley and roadway from No. 701 to No. 745 E. 103rd Place.

*Alley Between East 105th Street, South Indiana Avenue,
South Edbrooke Avenue and East 106th Street.*

Ordered, That the Commissioner of Public Works (the Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with

concrete the alley and roadway bounded by E. 105th Street, S. Indiana Avenue, S. Edbrooke Avenue and E. 106th Street.

*Alley between East 109th Street, East 110th Place,
South Vernon Avenue and South Eberhart Avenue.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings, for the paving with concrete, by special assessment, of the alley roadway bounded by E. 109th Street, E. 110th Place, S. Vernon Avenue and S. Eberhart Avenue.

*Alley between East 111th Place, East 113th Street,
South Vernon Avenue and the Illinois
Central Railroad Tracks.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings, for the paving with concrete, by special assessment, of the roadway of the north-south alley bounded by E. 111th Place, E. 113th Street, S. Vernon Avenue and the Illinois Central R. R. tracks.

*Alley between East 115th Street, South Front Street
and South Martin Luther King Drive.*

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings, for the paving with concrete, by special assessment, of the alley roadway bounded by E. 115th Street from 400 to 440 between S. Front Street and S. Martin Luther King Drive.

*Alley between 118th Place, South Indiana Avenue,
West 119th Street and South Michigan Avenue.*

Ordered, That the Commissioner of Public Works (the Board of Local Improvements) is hereby authorized and directed to institute the necessary proceedings for the paving with concrete the alley and roadway bounded by W. 118th Place, S. Indiana Avenue, W. 119th Street and S. Michigan Avenue.

Alley between 811 and 817 West 129th Place.

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the north-south 1/2 alley between 811 and 817 W. 129th Place (identified as Unit 380).

AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS
BY SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred thirty-three proposed ordinances recommended by the Board of Local Improvements for alley improvements, submitted separate reports recommending that the City Council pass said proposed ordinances transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

*Alleys between North Avondale Avenue, North Otsego Avenue,
North Olympia Avenue and North Oxford Avenue.*

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 alleys between N. Avondale Avenue, N. Otsego Avenue, N. Olympia Avenue and N. Oxford Avenue: also that part of the roadway from a line parallel with and eighteen (18) feet northeasterly of the southerly line of N. Avondale Avenue to the southerly line of N. Avondale Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet southwesterly of the northerly line of N. Otsego Avenue to the northerly line of N. Otsego Avenue.

*Alley between West Balmoral Avenue, West Berwyn
Avenue, North Lawler Avenue and North
Forest Glen Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadway of the alley between W. Balmoral Avenue, W. Berwyn Avenue, N. Lawler Avenue and N. Forest Glen Avenue; also that part of the roadway from a line parallel with and twenty (20) feet east of the west line of N. Lawler Avenue to the west line of N. Lawler Avenue.

*Alleys between West Berwyn Avenue, West Foster Avenue,
North Normandy Avenue and North Rutherford
Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manhole and new concrete catchbasins complete -- grading, paving and otherwise improving the roadways of the alleys between W. Berwyn Avenue, W. Foster Avenue, N. Normandy Avenue and N. Rutherford Avenue.

*Alleys between North Clybourn Avenue, C.M. ST. P. Railroad,
North Lakewood Avenue and North Southport Avenue.*

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 N. Clybourn Avenue, C. M. St. P. R.R. R.O.W., N. Lakewood Avenue and N. Southport Avenue; also that part of the northeasterly, southwesterly roadway from a line parallel with and six (6) feet northeasterly of the southwesterly line of N. Clybourn Avenue to the southwesterly line of N. Clybourn Avenue; excepting therefrom that part of the northwesterly, southeasterly alley from the northerly line of N. Lakewood Avenue to a point One Hundred Sixty-five and Four-tenths (165.4) feet northwesterly of the aforementioned northerly line of N. Lakewood Avenue to the northerly line of N. Lakewood Avenue.

*Alley between North Line of Lot 10 Produced East In
George C. Haild's Brynford Park Sub., West
Hollywood Avenue, North Keystone Avenue
and North Karlov Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasin complete -- grading, paving and otherwise improving the roadway of the alley between north line of Lot 10, produced East, in George C. Haild's Brynford Park Sub. of part of the S.E. 1/4 of fractional Section 3-40- 13, W. Hollywood Avenue, N. Keystone Avenue and N. Karlov Avenue.

*Alley between North Monitor Avenue, West Catalpa
Avenue and North Marmora Avenue.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between N. Monitor Avenue, W. Catalpa Avenue, N. Marmora Avenue (triangle); also that part of the east and west roadway from a line parallel with and nineteen (19) feet west of the east line of N. Marmora Avenue to the east line of N. Marmora Avenue.

*Alley between West Thorndale Avenue, North Lincoln Avenue,
North Mozart Avenue and North Francisco Avenue.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. Thorndale Avenue (vacated), N. Lincoln Avenue, N. Mozart Street (vacated) and N. Francisco Avenue (vacated); also that part of the northwesterly, southeasterly roadway from a line parallel with and twenty-one (21) feet easterly of the west line of N. Mozart Street to the west line of N. Mozart Street; excepting therefrom the northeasterly, southwesterly alley roadway from a line parallel with and one hundred seventeen (117) feet northeasterly of the northeasterly line of N. Lincoln Avenue to the northeasterly line of N. Lincoln Avenue.

*Alleys between West Wabansia Avenue, West North Avenue,
North Narragansett Avenue and North Nagle Avenue.*

An ordinance for grading and paving the roadways of the alleys between W. Wabansia Avenue, W. North Avenue, N. Narragansett Avenue and N. Nagle Avenue; also that part of the north and south roadway from a line parallel with and seventeen (17) feet north of the south line of W. Wabansia Avenue to the south line of W. Wabansia Avenue.

*Alley between Warren Park, West Arthur Avenue,
North Hoyne Avenue and North Hamilton Avenue.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between Warren Park, W. Arthur Avenue, N. Hoyne Avenue and N. Hamilton Avenue; also that part of the roadway from a line parallel with and twenty-one (21) feet east of the west line of N. Hoyne Avenue to the west line of N. Hoyne Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet west of the east line of N. Hamilton Avenue to the east line of N. Hamilton Avenue.

*Alley between Warren Park, West Arthur Avenue,
North Leavitt Street and North Bell Avenue.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between Warren Park, W. Arthur Avenue, N. Leavitt Street and N. Bell Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet east of the west line of N. Leavitt Street to the west line of N. Leavitt Street.

*Alley between Warren Park, West Arthur Avenue,
North Hamilton Avenue and North Leavitt Street.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between Warren Park, W. Arthur Avenue, N. Hamilton Avenue and N. Leavitt Street; also that part of the roadway from a line parallel with and seventeen (17) feet east of the west line of N. Hamilton Avenue to the west line of N. Hamilton Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet west of the east line of N. Leavitt Street.

*Alley between West 49th Place, West 50th Street,
P.C.C. and St. Louis Railroad R.O.W. and
South Oakley Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 49th Place, W. 50th Street, P.C.C. & St. L. R.R. R.O.W. and S. Oakley Avenue: excepting therefrom that part of the alley from a line parallel with and eighty (80) feet west of the west line of the P.C.C. & St. L. R.R. R.O.W. to the west line of the P.C.C. & St. L. R.R. R.O.W.

*Alley between West 52nd Street, West 53rd Street,
South Rutherford Avenue and South Oak Park Avenue.*

An ordinance for grading, paving and otherwise improving the fifteen foot, four inch (15'4") wide alley roadway from a line parallel with and three hundred (300) feet north of the north line of W. 53rd Street to the north line of W. 53rd Street in the block bounded by W. 52nd Street, W. 53rd Street, S. Rutherford Avenue and S. Oak Park Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet south of the north line of W. 53rd Street to the north line of W. 53rd Street.

*Alley between West 53rd Street, West 54th Street,
South Nashville Avenue and South Natoma Avenue.*

An ordinance for grading, paving and otherwise improving a fifteen foot four inch (15'4") alley roadway from the south line of W. 53rd Street to the south line of Lot 2, produced

west, in Frederick H. Bartlett's Second Addition to the Bartlett Highlands, being a Subdivision of the west half of the southeast quarter of Section 7-38-13, in the block bounded by W. 53rd Street, W. 54th Street, S. Nashville Avenue and S. Natoma Avenue; also that part of the north and south alley from a line parallel with and eighteen (18) feet north of the south line of W. 53rd Street to the south line of W. 53rd Street.

*Alleys between West 55th Street, West 56th Street,
South Hoyne Avenue and South Hamilton Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 55th Street, W. 56th Street, S. Hoyne Avenue and S. Hamilton Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of W. 56th Street to the north line of W. 56th Street.

*Alleys between West 55th Street, West 56th Street,
South Hamilton Avenue and P. C. C. and
St. Louis Railroad.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 55th Street, W. 56th Street, S. Hamilton Avenue and P. C. C. and St. Louis R.R.; also that part of the north and south roadway from a line parallel with and twelve (12) feet south of the north line of W. 56th Street to the north line of W. 56th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Hamilton Avenue to the west line of S. Hamilton Avenue.

*Alley between West 82nd Street, West 82nd Place,
South Lawndale Avenue and South Hamlin Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 82nd Street, W. 82nd Place, S. Lawndale Avenue and S. Hamlin Avenue; also that part of the east and west roadway from a line parallel with and nineteen (19) feet west of the east line of S. Hamlin Avenue to the east line of S. Hamlin Avenue.

*Alley between West 84th Street, West 85th Street,
South Hoyne Avenue and South Hamilton Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 84th Street, W. 85th Street, S. Hoyne Avenue and S. Hamilton Avenue; also that part of the roadway from a line parallel with and twenty (20) feet south of the north line of W. 85th Street to the north line of W. 85th Street; excepting therefrom that part of the northwesterly- southeasterly alley from the west line of the north-south alley produced south to the east line of S. Hamilton Avenue.

*Alley between East 89th Street, East 90th Street,
South Oglesby Avenue and South
Crandon Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between E. 89th Street, E. 90th Street, S. Oglesby Avenue and S. Crandon Avenue; also that part of the north and south roadway from a line parallel with and sixteen (16) feet south of the north line of E. 90th Street to the north line of E. 90th Street; also that part of the east and west roadway from a line parallel with and seventeen (17) feet west of the east line of S. Crandon Avenue to the east line of S. Crandon Avenue.

*Alley between East 91st Street, East 92nd Street,
South Oglesby Avenue and South Crandon Avenue.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between E. 91st Street, E. 92nd Street, S. Oglesby Avenue and S. Crandon Avenue.

*Alley between West 97th Place, West 98th
Street, South Racine Avenue and South
Throop Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 97th Place, W. 98th Street, S. Racine Avenue and S. Throop Street.

*Alley between West 99th Street, West 100th
Place, South Malta Street and South
Charles Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 99th Street, W. 100th Place, S. Malta Street and S. Charles Street.

*Alley between West 99th Street, West 100th
Street, South Morgan Street and South
Carpenter Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 99th Street, W. 100th Street, S. Morgan Street and S. Carpenter Street; also that part of the north and south roadway from a line parallel with and twenty-five (25) feet south of the north line of W. 100th Street to the north line of W. 100th Street.

*Alley between West 99th Street, West 100th
Street, South Parnell Avenue and South
Wallace Street.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 99th Street, W. 100th Street, S. Parnell Avenue and S. Wallace Street; also that part of the roadway from a line parallel with and fifteen (15) feet north of the south line of W. 99th Street to the south line of W. 99th Street.

*Alley between West 100th Street, West 101st Street,
South Lafayette Avenue and South Perry
Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadway of the alley between W. 100th Street, W. 101st Street, S. Lafayette Avenue and S. Perry Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 100th Street to the south line of W. 100th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 101st Street to the north line of W. 101st Street.

*Alleys between West 103rd Place, West 104th
Street, South Normal Avenue and South
Wallace Street.*

An ordinance for constructing tile pipe sewers with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 103rd Place, W. 104th Street, S. Normal Avenue and S. Wallace Street.

Alley between East 104th Street, East 105th Street, South Rhodes Avenue and South Eberhart Avenue.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving, and otherwise improving the roadway of the alley between E. 104th Street, E. 105th Street, S. Rhodes Avenue and S. Eberhart Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of E. 104th Street to the south line of E. 104th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of E. 105th Street to the north line of E. 105th Street.

Alley between West 106th Street, West 107th Street, South Green Street and South Peoria Street.

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. 106th Street, W. 107th Street, S. Green Street and S. Peoria Street; also that part of the roadway from a line parallel with and twenty-five (25) feet north of the south line of W. 106th Street to the south line of W. 106th Street; also that part of the roadway from a line parallel with and twenty-two (22) feet south of the north line of W. 107th Street to the north line of W. 107th Street.

Alley between West 116th Place, West 117th Street, South Peoria Street and South Sangamon Street.

An ordinance for constructing tile pipe sewers with new concrete manhole and new concrete catchbasin complete -- grading, paving and otherwise improving the roadway of the alley between W. 116th Place, W. 117th Street, S. Peoria Street and S. Sangamon Street; also that part of the roadway from a line parallel with and nineteen (19) feet south of the north line of W. 117th Street to the north line of W. 117th Street.

Alleys between West 126th Street, West 126th Place, South Eggleston Avenue and P.C.C. and St. Louis Railroad R.O.W.

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 126th Street, W. 126th Place, S. Eggleston Avenue and P.C.C. and St. Louis Railroad; also that part of the north and south roadway from a line parallel with and twenty (20) feet north of the south line of W. 126th Street to the south line of W. 126th Street; also that part of the north and south roadway from a line parallel with and twenty (20) feet south of the north line of W. 126th Place; also that part of the east and west roadway from a line parallel with and nineteen (19) feet east of the west line of S. Eggleston Avenue to the west line of S. Eggleston Avenue.

*Alleys between West 126th Place, West 127th
Street, South Eggleston Avenue and
Pennsylvania Railroad R.O.W.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 126th Place, W. 127th Street, S. Eggleston Avenue and Pennsylvania Railroad R.O.W.; also that part of the north and south roadway from a line parallel with and twenty (20) feet north of the south line of W. 126th Place to the south line of W. 126th Place; also that part of the north and south roadway from a line parallel with and eleven (11) feet south of the north line of W. 127th Street to the north line of W. 127th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Eggleston Avenue to the west line of S. Eggleston Avenue.

*Alley between West 127th Street, West Vermont
Street, South Emerald Avenue and South
Halsted Street.*

An ordinance for grading, paving and otherwise improving the roadway of the alley between W. 127th Street, W. Vermont Street, S. Emerald Avenue and S. Halsted Street; also that part of the north and south roadway from a line parallel with and eleven (11) feet north of the south line of W. 127th Street to the south line of W. 127th Street; also that part of the north and south roadway from a line parallel with and six (6) feet south of the north line of W. Vermont Street to the north line of W. Vermont Street.

*Alley between West 37th Place, West 38th Street,
South Sacramento Avenue and South Albany Avenue.*

An ordinance for constructing tile pipe sewer with new concrete manholes and new concrete catchbasins complete and for grading, paving and otherwise improving the roadways of the alleys between W. 37th Place, W. 38th Street, S. Sacramento Avenue and S. Albany Avenue; also that part of the first north and south roadway west of S. Sacramento Avenue

from a line parallel with and twelve (12) feet south of the north line of W. 38th Street to the north line of W. 38th Street; also that part of the second north and south roadway west of S. Sacramento Avenue from a line parallel with and twelve (12) feet south of the north line of W. 38th Street to the north line of W. 38th Street.

Referred – INSTALLATION OF ALLEY LIGHTS AT
SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted three separate reports recommending that the City Council refer to the Committee on Finance proposed orders requesting the installation of alley lights in rear of 5620 W. Belmont Avenue, 5331 W. Madison Street and 4615 N. Winchester Avenue.

On motions made by Alderman Majerczyk, the committee's recommendations were *Concurred In* and each of the said proposed orders was *Referred to the Committee on Finance*.

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, April 30, 1985.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on September 25, December 3 and 18, 1984, January 23, February 20, March 20 and 27, 1985) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

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

(Signed) Respectfully submitted,
TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4, General Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Ohio Street; a line 110.20 feet east of and parallel to North Halsted Street; a line 79.56 feet south of and parallel to West Ohio Street; a line 154.27 feet east of and parallel to North Halsted Street; West Ohio Street; a line 177.31 feet east of and parallel to North Halsted Street; a line 79.56 feet south of and parallel to West Ohio Street; the alley next east of and parallel to North Halsted Street; a line 159.56 feet south of and parallel to West Ohio Street; and North Halsted Street,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Residential Planned Development printed on pages 16350 thru 16358
of this Journal.]

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

*Reclassification of Area Shown on Map No. 2-L
(As Amended).*

(Continued on page 16359)

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT NO.STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 26,652 square feet of real property generally bounded on the north by West Ohio Street; on the east by the alley next east of North Halsted Street; on the south by a line 159.56 feet south of and parallel to West Ohio Street; and on the west by North Halsted Street (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by the Bank of Ravenswood, U/T #256907.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

4. The following uses shall be permitted within the Planned Development: residential and related uses intended to rise 100 feet or more above curb level and which are permitted in an R6 General Residence District subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development. The sixty-five (65) residential units would consist of a maximum of thirty-seven (37) and a minimum of thirty-five (35) efficiency (studio) units and a maximum of thirty (30) and a minimum of twenty-eight (28) one (1) bedroom dwelling units.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

- (1) Height limitations as certified on
Form FAA-117 (or on successor form

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Chicago, IL 60610

DATE: January 22, 1985

or forms covering the same subject matter) and approved by the Federal Aviation Administration;

- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council; and
- (3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Residential identification signs shall be permitted within the Planned Development subject to the

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review and approval of the Department of Planning. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals.

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a vicinity map; a site plan map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

RESIDENTIAL PLANNED DEVELOPMENT NO. _____
 PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVER
26,652	0.61	65 Residential Dwelling Units and related uses.	2.85	49%

GROSS SITE AREA = NET SITE AREA + Public Right of Way

37,776 (0.87 acres) =
 26,652 (0.61 acres) + 11,124 (0.26 acres)

OFF STREET PARKING AND LOADING CONTROLS

39 Parking Spaces
 0 Loading Docks

MAXIMUM HEIGHT: 120 feet

MAXIMUM FLOOR AREA RATIO: 2.85

SET BACKS AND SITE COVERAGE

Halsted Street:	0 - 66 feet
Ohio Street:	0 - 79.56 feet
Site Coverage =	49%

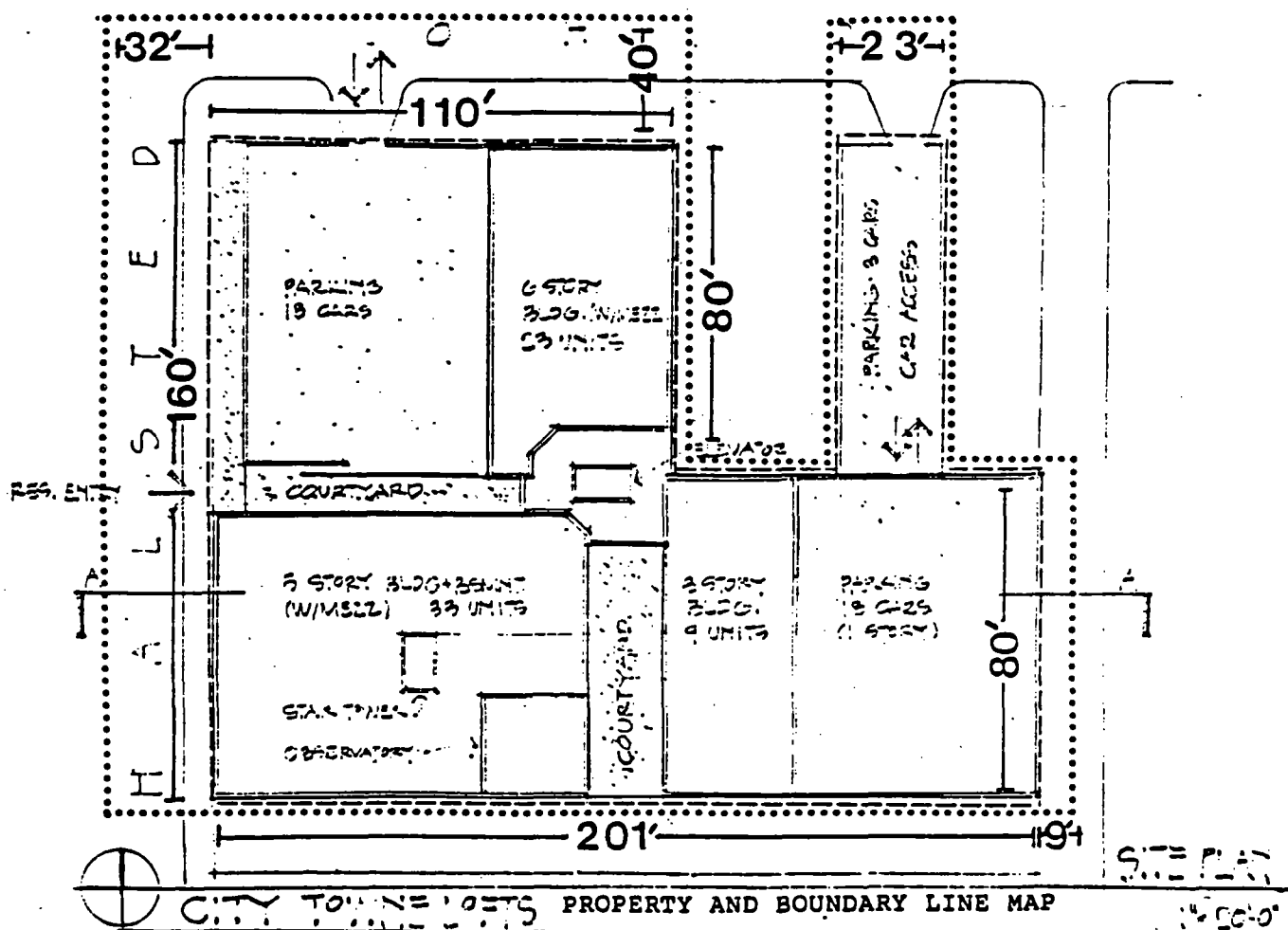
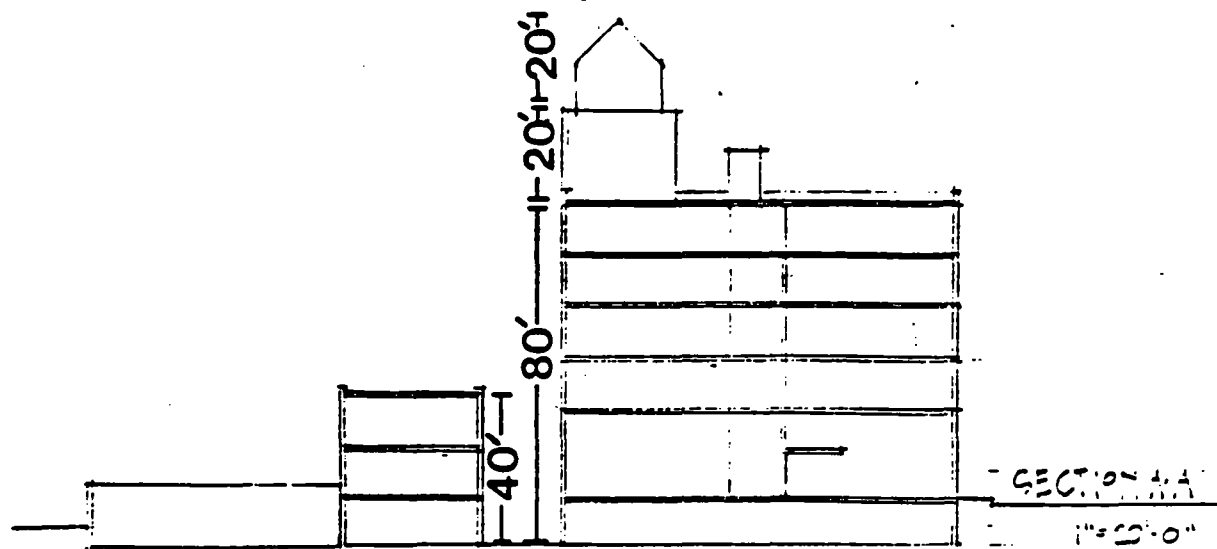
TYPE OF RESIDENTIAL UNITS: (Maximum Number = 65)

Efficiency (Studio) Units:	Maximum 37
	Minimum 35
Dwelling Units:	Maximum 30
	Minimum 28

APPLICANT: Atlantis Properties, Ltd.

ADDRESS: 222 West Ontario St., Suite 430
 Chicago, Illinois 60610

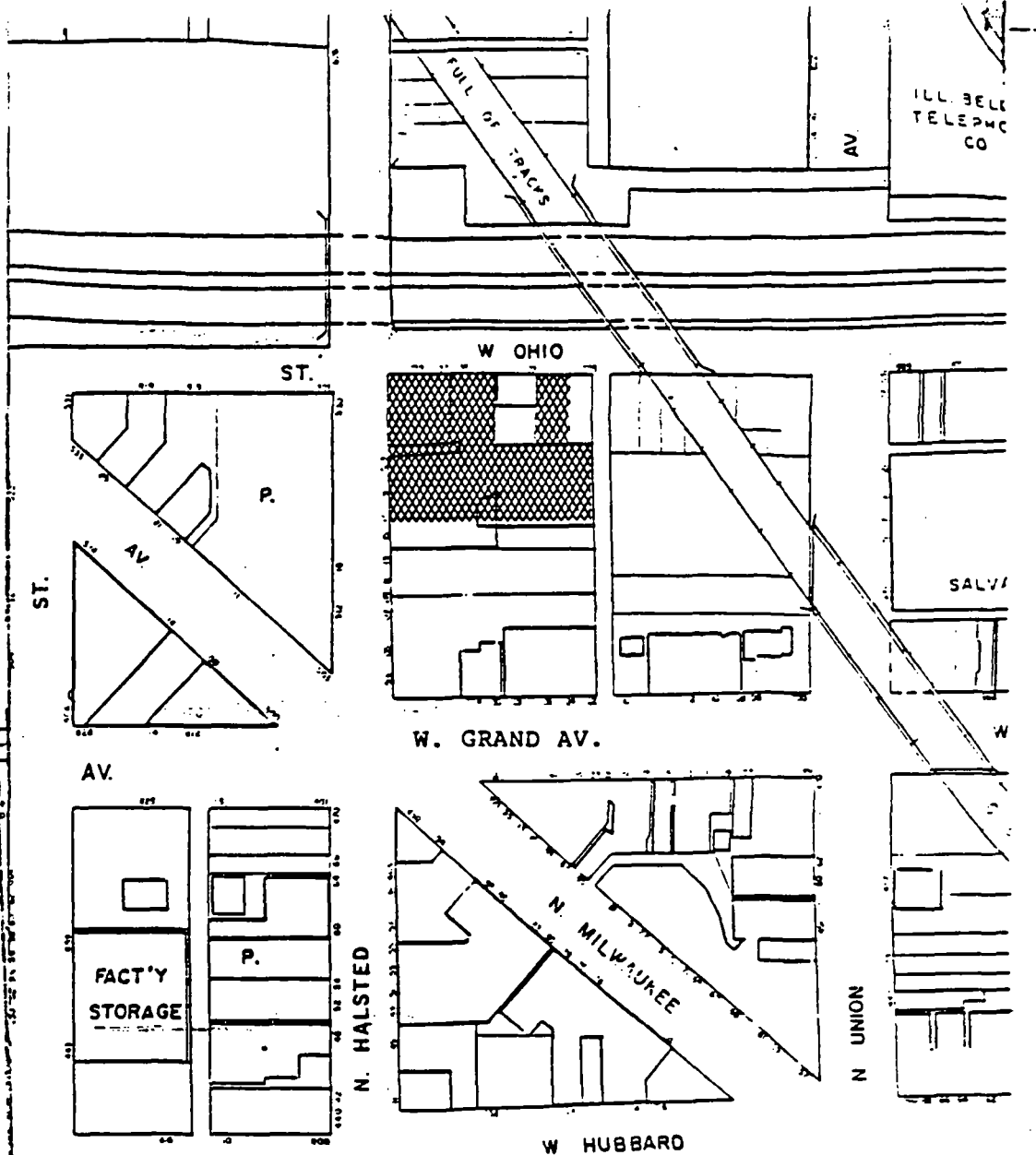
DATE: January 22, 1985
 Revised: February 14, 1985



----- Property Line Planned Development Boundary Line

Applicant Atlantis Properties, Ltd.
 222 West Ontario St., Suite 430
 Chicago, Illinois 60610

Date: January 22, 1985



SUBJECT SITE

Applicant: Atlantis Properties, Ltd.
 222 West Ontario St., Suite 430
 Chicago, Illinois 60610

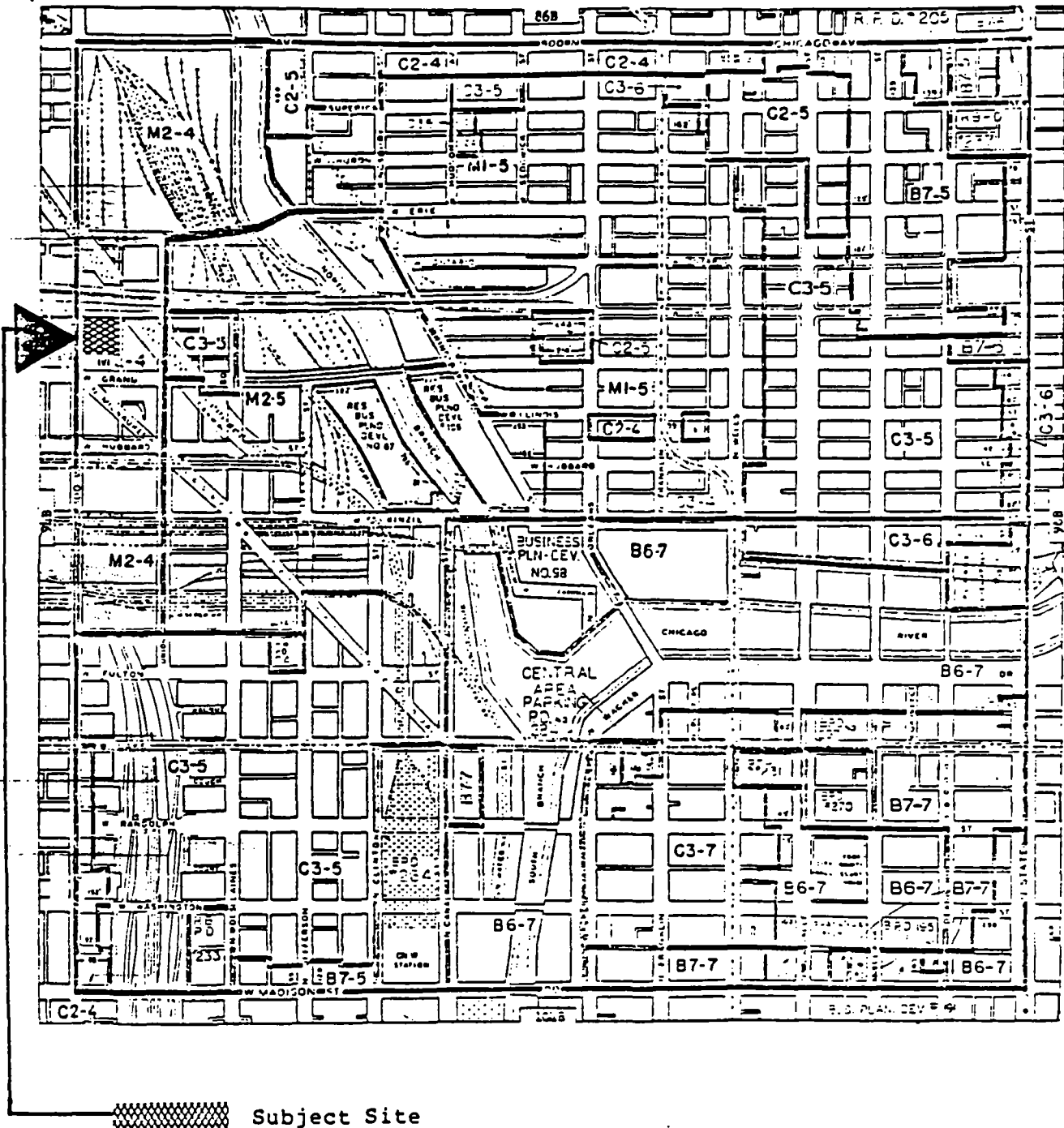
Date: January 22, 1985

VICINITY MAP

CHICAGO ZONING ORDINANCE

SEC 9 T.39N. R.14E.

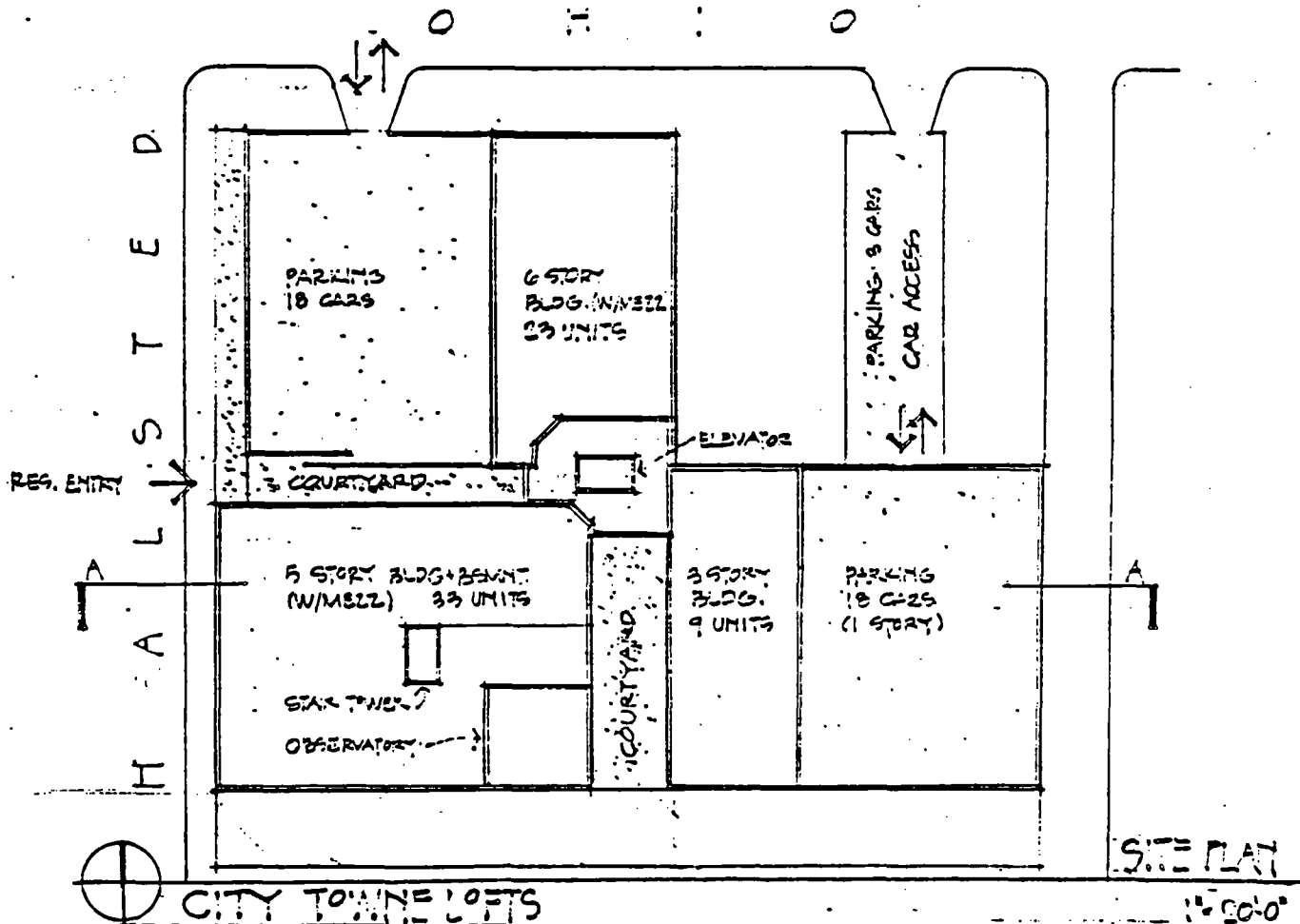
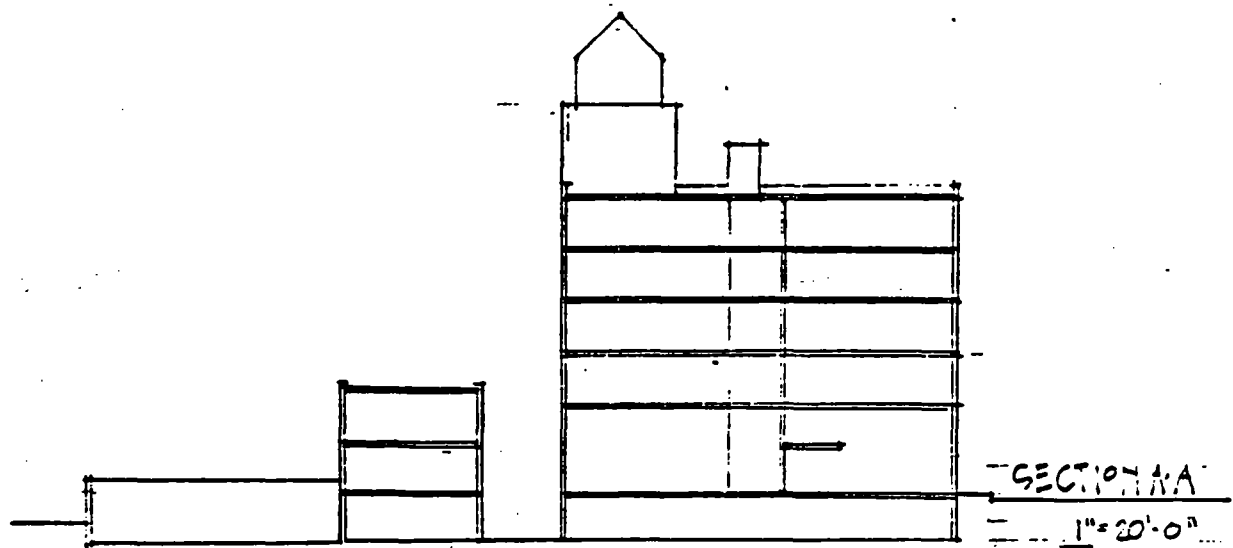
MAP -F



Applicant: Atlantis Properties, Ltd.
 222 West Ontario St., Suite 430
 Chicago, Illinois 60610

DATE: January 22, 1985

EXISTING ZONING MAP



Applicant: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, Illinois 60610

Date: January 22, 1985

(Continued from page 16349)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-L in area bounded by

West Harrison Street; a line 150.0 feet west of and parallel to South Lavergne Avenue; a line 98.0 feet south of and parallel to West Harrison Street; and South Lavergne Avenue;

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 3-E.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago be and is hereby amended by supplementing all the R8 General Residence District symbols and indications as shown on Map No. 3-E to reflect the establishment of a Communications Planned Development for the erection of a satellite receiving dish on the roof of the existing building located at 1430 N. Lake Shore Drive, Chicago, Illinois.

[Communications Planned Development printed on pages
16360 thru 16361 of this Journal.]

SECTION 2. This Communications Planned Development is specifically for the erection of a satellite receiving dish and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Reclassification of Area Shown on Map No. 3-K.

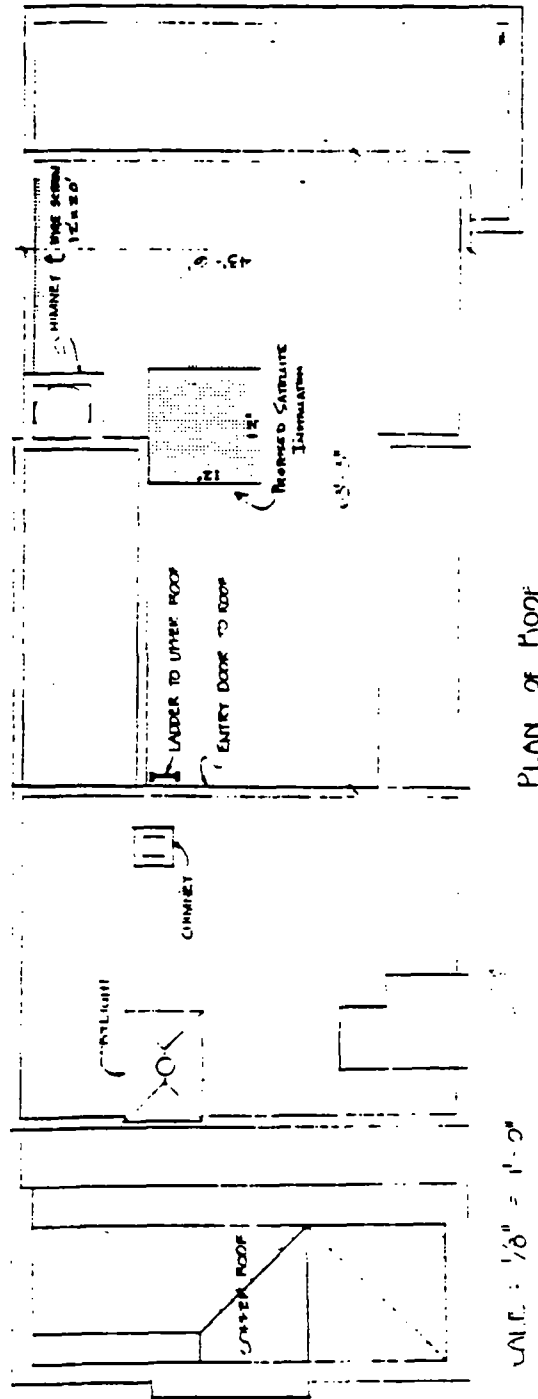
Be It Ordained by the City Council of the City of Chicago:

(Continued on page 16362)

MAP 3-1



Applicants 1430 N. Lake Shore Drive Corp.
1430 N. Lake Shore Drive
Chicago, Illinois 60610
Communications Planned Development
Date: March 20, 1985



1430 LAKE SHORE DRIVE, CHICAGO, ILLINOIS

PREPARED FOR GUDLER & CO

MARCH 19, 1985

(Continued from page 16359)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-2 Commercial-Manufacturing District symbols and indications as shown on Map No. 3-K in the area bounded by

West Division Street; North Kolmar Avenue; a line 522.37 feet south of and parallel to West Division Street; and a line 301.79 feet west of and parallel to North Kolmar Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 4-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-I in the area bounded by

the center line of the alley next north of and parallel to West 15th Place; a line 153.96 feet west of and parallel to the center line of South Rockwell Street; the center line of West 15th Place; and a line 178.15 feet west of and parallel to the center line of South Rockwell Street,

to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 4-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-I in the area bounded by

the center line of the alley next north of and parallel to West 16th Street; a line 177.19 feet east of and parallel to South Washtenaw Avenue; the center line of West 16th Street; and a line 153 feet east of and parallel to South Washtenaw Avenue,

to those of an M1-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by

a line 158 feet south of and parallel to the center line of West Dickens Avenue; the alley next east of and parallel to North Magnolia Avenue; a line 233 feet south of and parallel to the center line of West Dickens Avenue; and North Magnolia Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in the area bounded by

North Rockwell Avenue on the east; 352.50 feet south of the south line of West Fullerton Avenue on the north; North Talman Avenue on the west; and 65 feet south of the south line of West Lyndale Avenue extended east on the south,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Institutional Planned Development printed on pages 16365 thru 16370 of this Journal.]

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

Reclassification of Area Shown on Map No. 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in the area bounded by

North Albany Avenue on the east; West Belden Avenue on the south; 16-foot public alley lying 150 feet east of the east line of North Kedzie Avenue on the west; and 16-foot public alley lying 132 feet south of the south line of West Fullerton Avenue,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Institutional Planned Development printed on pages 16371 thru 16376 of this Journal.]

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

Reclassification of Area Shown on Map No. 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by

a line 195 feet north of and parallel to West 26th Street; the alley next east of South Drake Avenue; a line 100 feet north of and parallel to West 26th Street; and South Drake Avenue,

(Continued on page 16377)

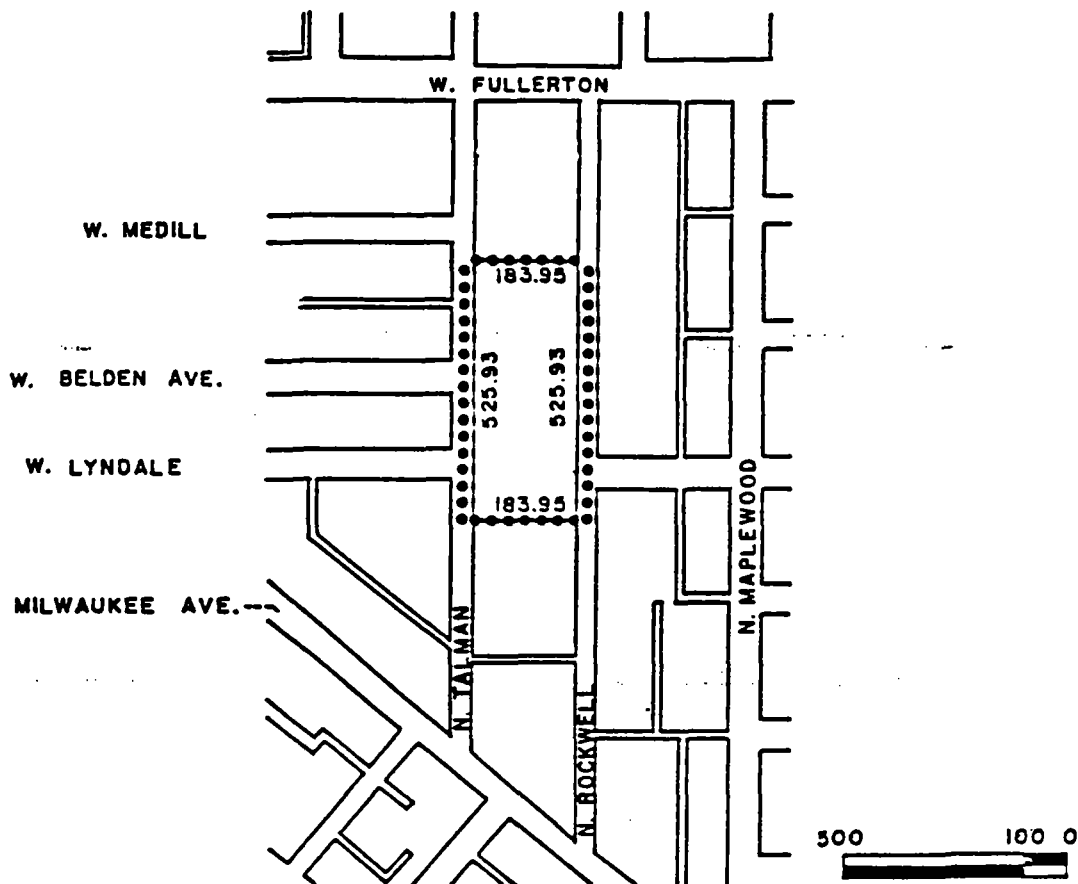
INSTITUTIONAL PLANNED DEVELOPMENT**PLAN OF DEVELOPMENT STATEMENTS**

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Public Building Commission of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Public Building Commission, City of Chicago, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Public Building Commission or its successors.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of Academic and related uses and areas as authorized by the Chicago Zoning Ordinance.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Public Building Commission of the City of Chicago

DATE: February 19, 1985

INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP

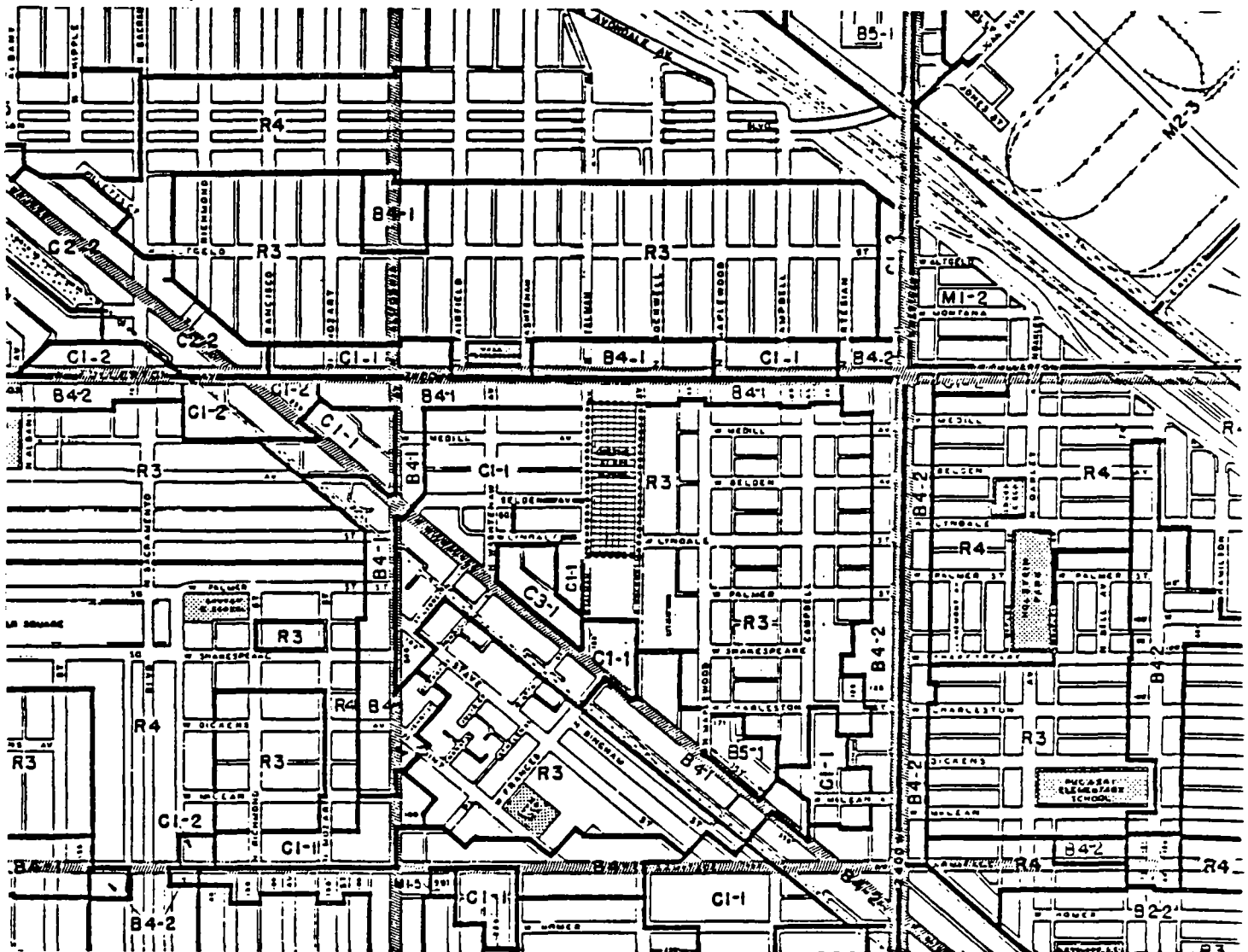


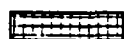
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PLANNED DEVELOPMENT BOUNDARY

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

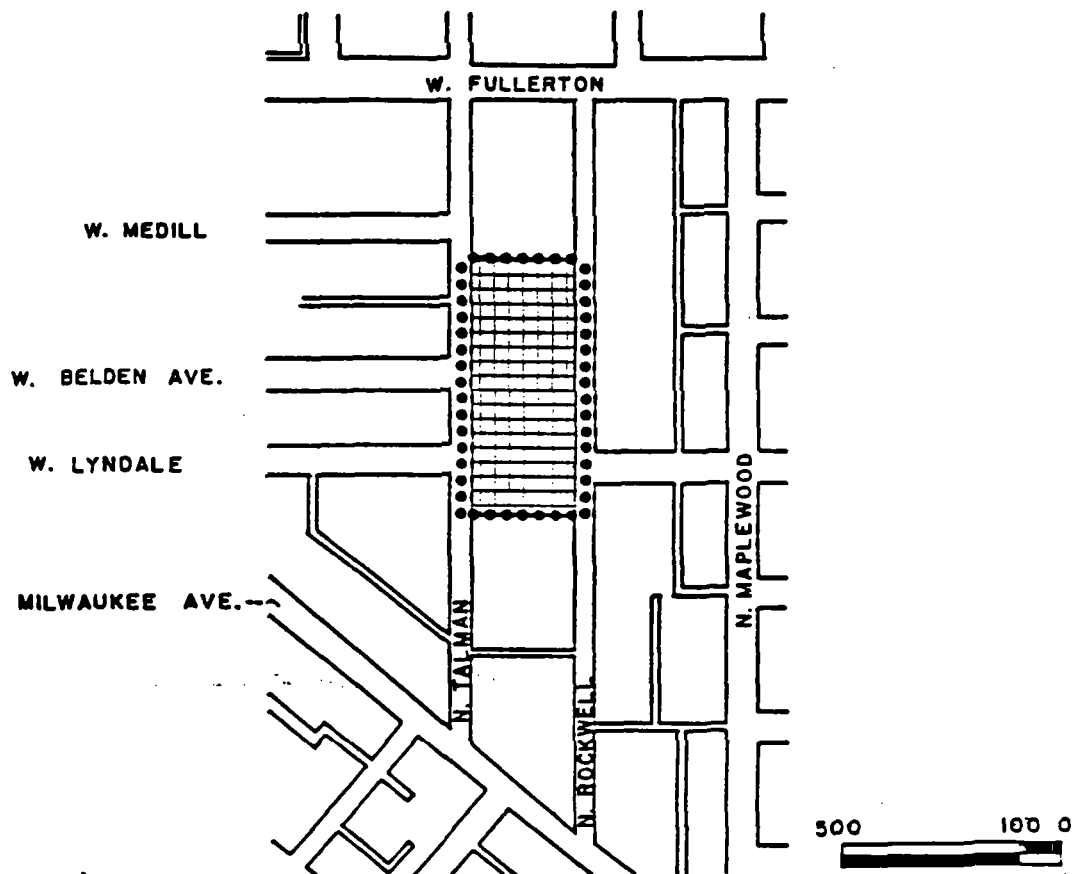
INSTITUTIONAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



-  PROPOSED PLANNING DEVELOPMENT
ACADEMIC AND RELATED USE
-  PUBLIC, QUASI PUBLIC
-  PLANNED DEVELOPMENT BOUNDARY
-  PREFERENTIAL STREETS
-  ZONING DISTRICTS

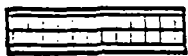
APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

INSTITUTIONAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



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PLANNED DEVELOPMENT BOUNDARY



PROPOSED PLANNING DEVELOPMENT
ACADEMIC AND RELATED USE

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

GOETHE SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area Square Feet	Acres	General Description of land use	Maximum Floor Area Ratio	Maximum % of Land Covered
96,744.82	2.22	Use of land will consist of academic and related uses including recreation- al, and off-street parking and loading facilities.	0.88	31,566.37 sq. ft 32.63%

Gross Area = Net Site Area, 2.22 acres; plus public rights-of-way, 0.80 acres
= 3.02 acres Gross Site Area.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 0.33

Minimum number of off-street parking spaces required: 15

Minimum number of off-street loading berths required: 1

Minimum Periphery Building Setbacks:

north boundry - 8.5'
east boundry - 9'
south boundry - 16'
west boundry - 8.84'

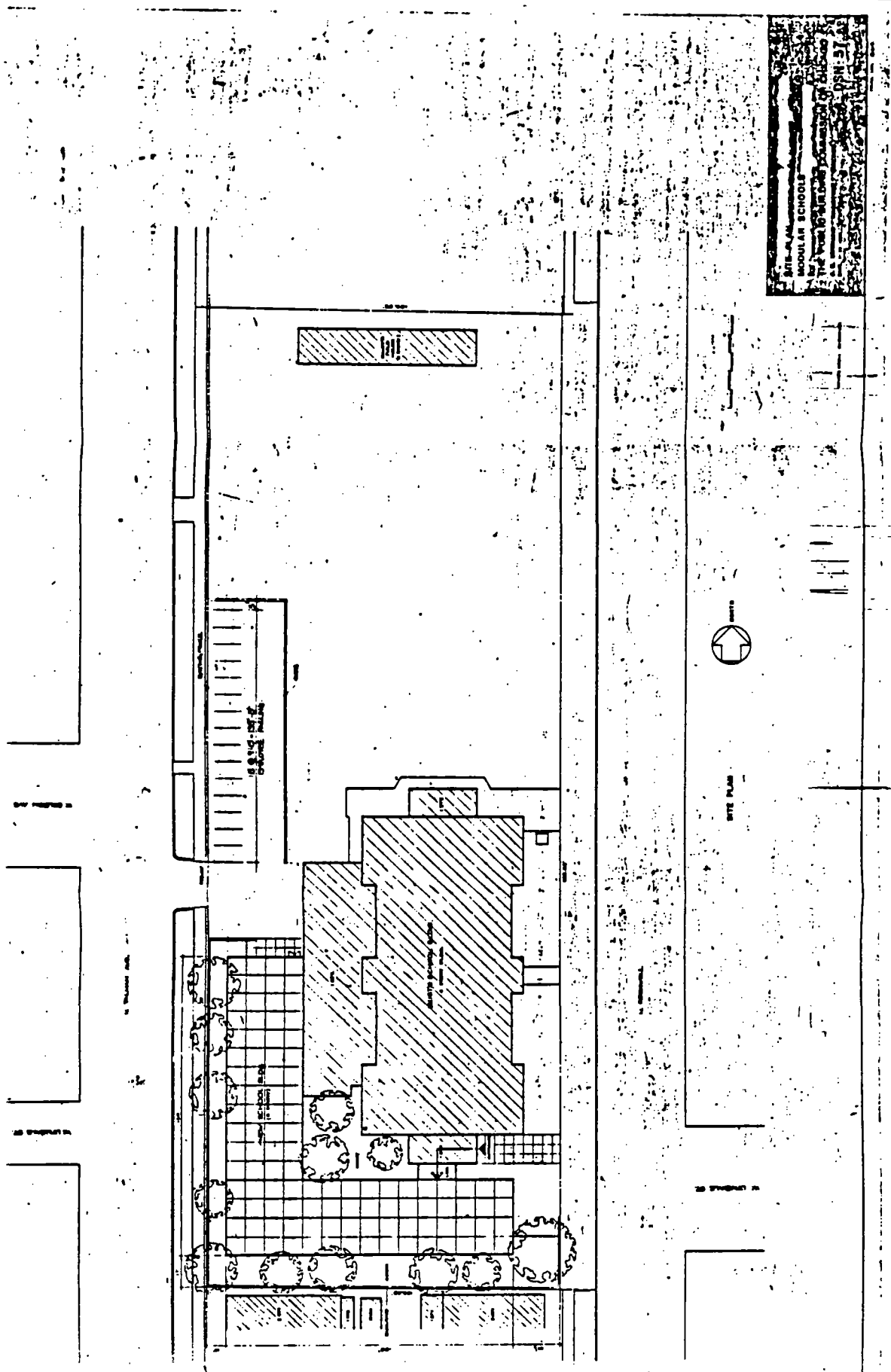
Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Community Development.

Maximum percentage of land covered for the Net Site Area: 32.63%

Identification signs to be permitted subject to the review and approval of the Commissioner of Planning, City and Community Development.

APPLICANT: Public Building Commission of the City of Chicago

DATE: February 19, 1985



INSTITUTIONAL PLANNED DEVELOPMENT

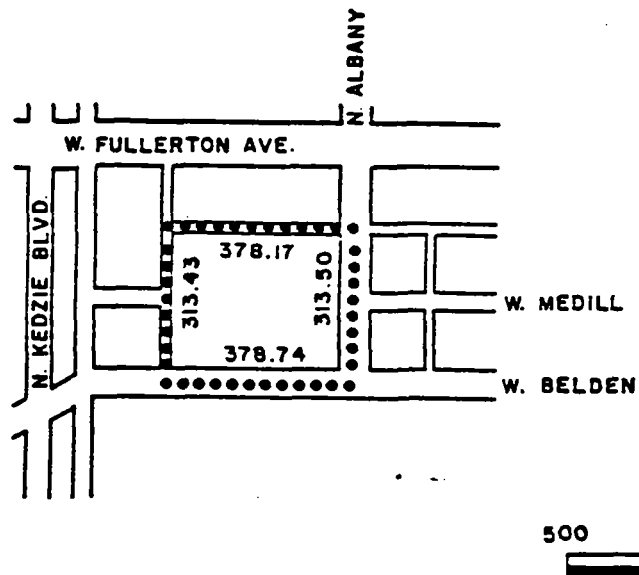
PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Public Building Commission of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Public Building Commission, City of Chicago, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Public Building Commission or its successors.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of Academic and related uses and areas as authorized by the Chicago Zoning Ordinance.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Public Building Commission of the City of Chicago

DATE: February 19, 1985

INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP

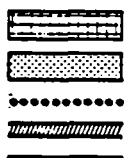
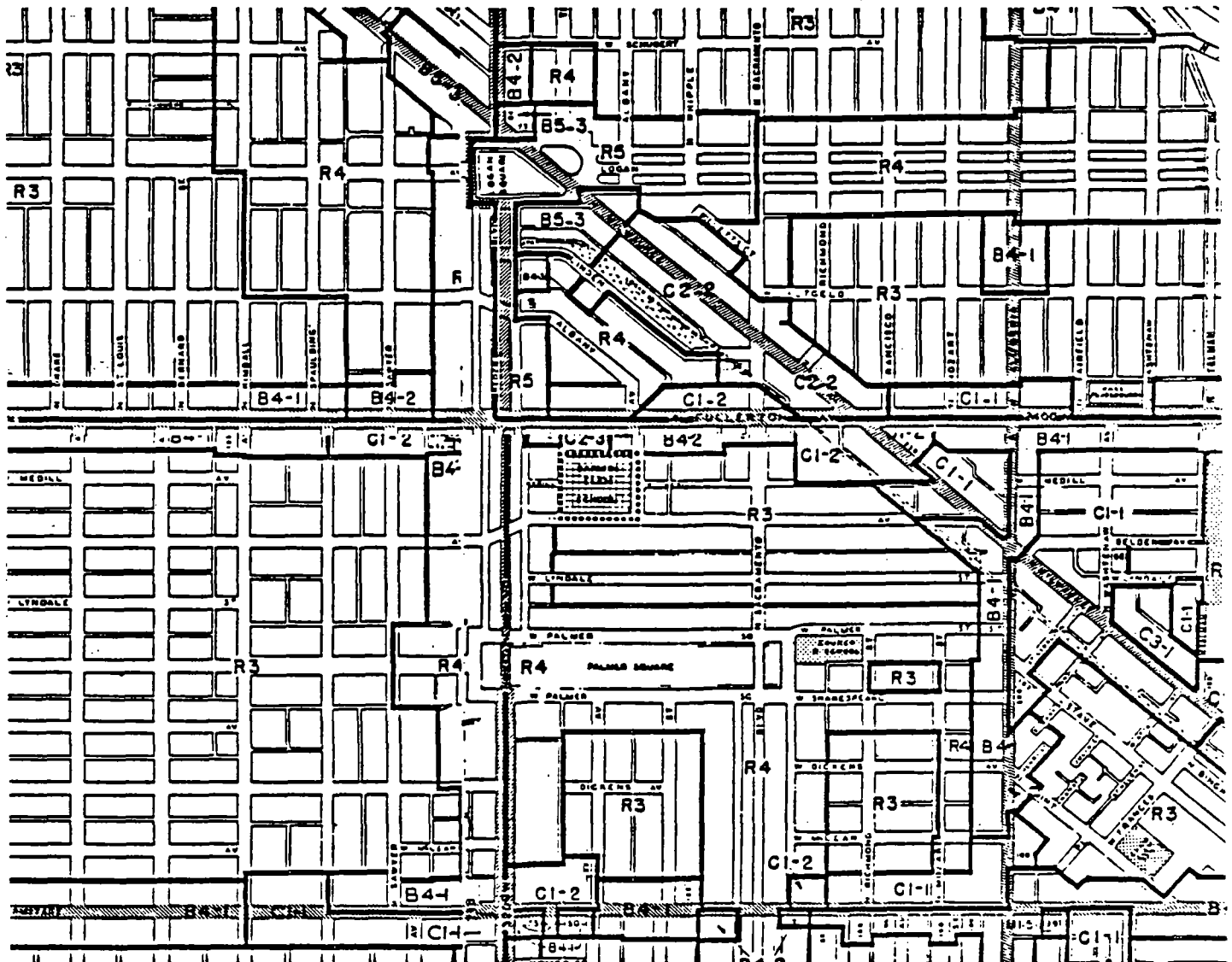


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PLANNED DEVELOPMENT BOUNDARY

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

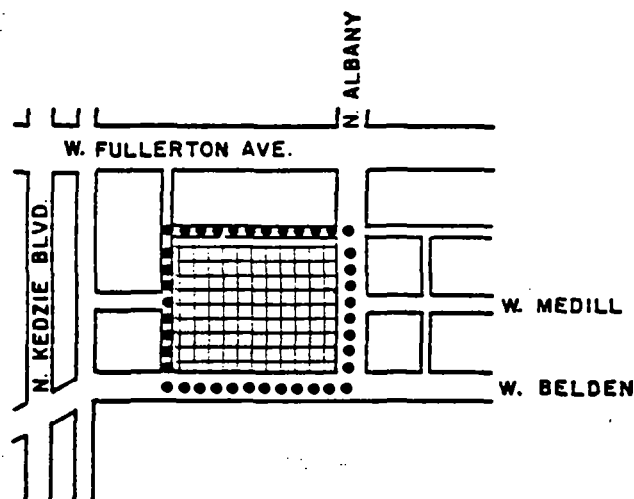
INSTITUTIONAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



PROPOSED PLANNING DEVELOPMENT
ACADEMIC AND RELATED USE
PUBLIC, QUASI PUBLIC
PLANNED DEVELOPMENT BOUNDARY
PREFERENTIAL STREETS
ZONING DISTRICTS

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

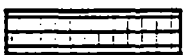
INSTITUTIONAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



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PLANNED DEVELOPMENT BOUNDARY

PROPOSED PLANNING DEVELOPMENT
ACADEMIC AND RELATED USE

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

DARWIN SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area Square Feet Acres	General Description of land use	Maximum Floor Area Ratio	Maximum % of Land Covered
118,614.46 3.43	Use of land will consist of academic and related uses including recreational, and off-street parking and loading facilities.	0.93	44,083.55 sq. ft. 37.17%

Gross Area = Net Site Area, 3.43 acres; plus public rights-of-way, 0.69 acres
= 4.12 acres Gross Site Area.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 0.93

Minimum number of off-street parking spaces required: 15

Minimum number of off-street loading berths required: 1

Minimum Periphery Building Setbacks:

north boundry - 29'
east boundry - 14'
south boundry - 6'
west boundry - 0'

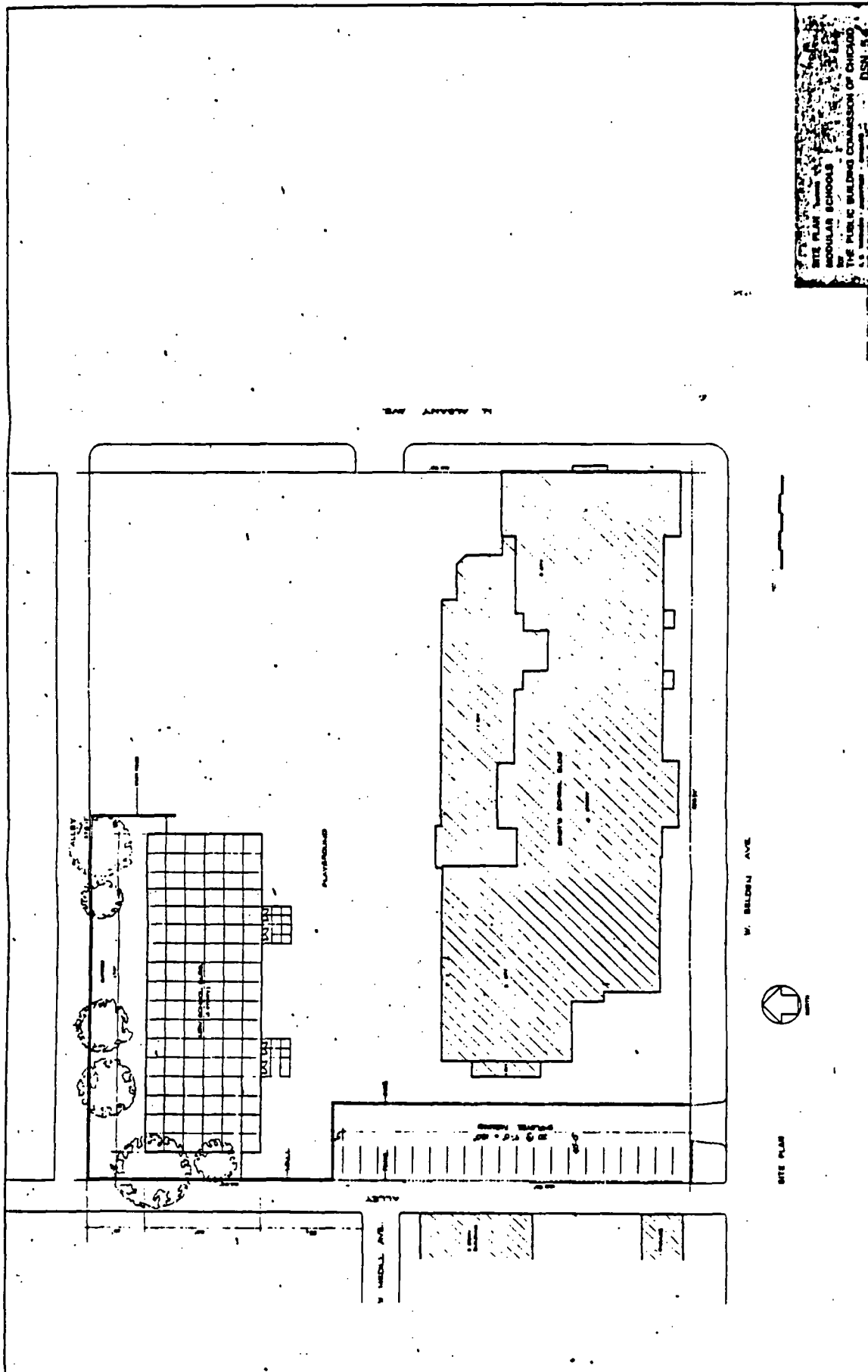
Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Community Development.

Maximum percentage of land covered for the Net Site Area: 37.17%

Identification signs to be permitted subject to the review and approval of the Commissioner of Planning, City and Community Development.

APPLICANT: Public Building Commission of the City of Chicago

DATE: February 19, 1985



(Continued from page 16364)

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-J in the area bounded by

West 31st Street on the south; South Hamlin Avenue on the west; West 30th Street on the north; and South Lawndale Avenue on the east,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Institutional Planned Development printed on pages
16378 through 16383 of this Journal.]

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

Reclassification of Area Shown on Map No. 7-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 7-F in the area bounded by

a line 159.60 feet north of and parallel to West Barry Avenue; a line 218.25 feet east of and parallel to North Halsted Street; West Barry Avenue; North Clark Street; a line 77.4 feet north of and parallel to West Barry Avenue; and a line 73 feet east of and parallel to North Halsted Street,

(Continued on page 16384)

INSTITUTIONAL PLANNED DEVELOPMENT

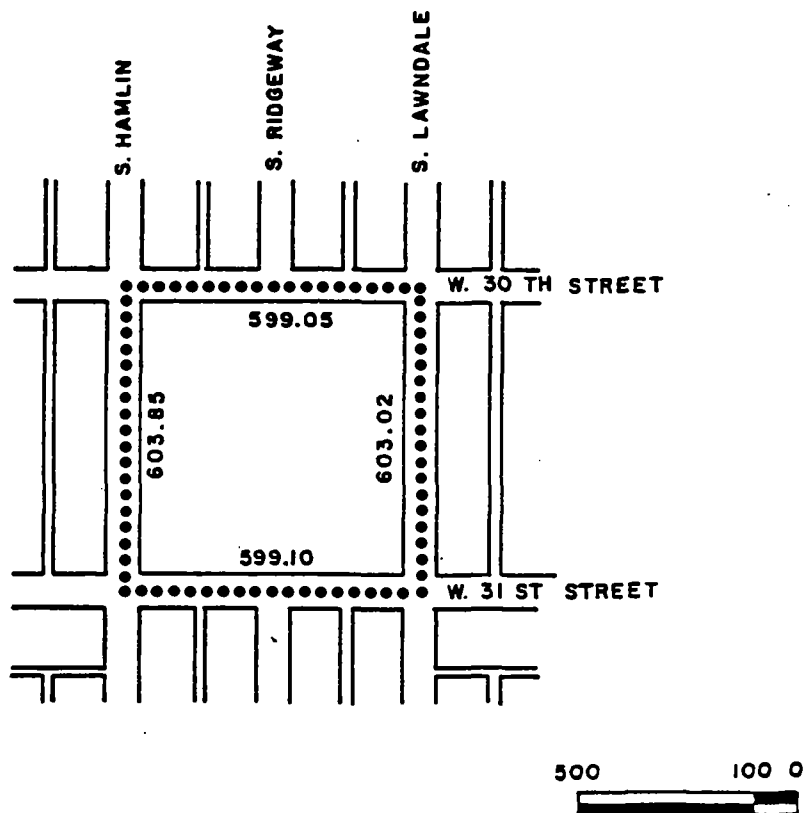
PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Public Building Commission of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Public Building Commission, City of Chicago, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Public Building Commission or its successors.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of Academic and related uses and areas as authorized by the Chicago Zoning Ordinance.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Public Building Commission of the City of Chicago

DATE: February 19, 1985

INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP

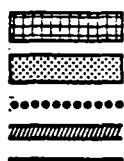
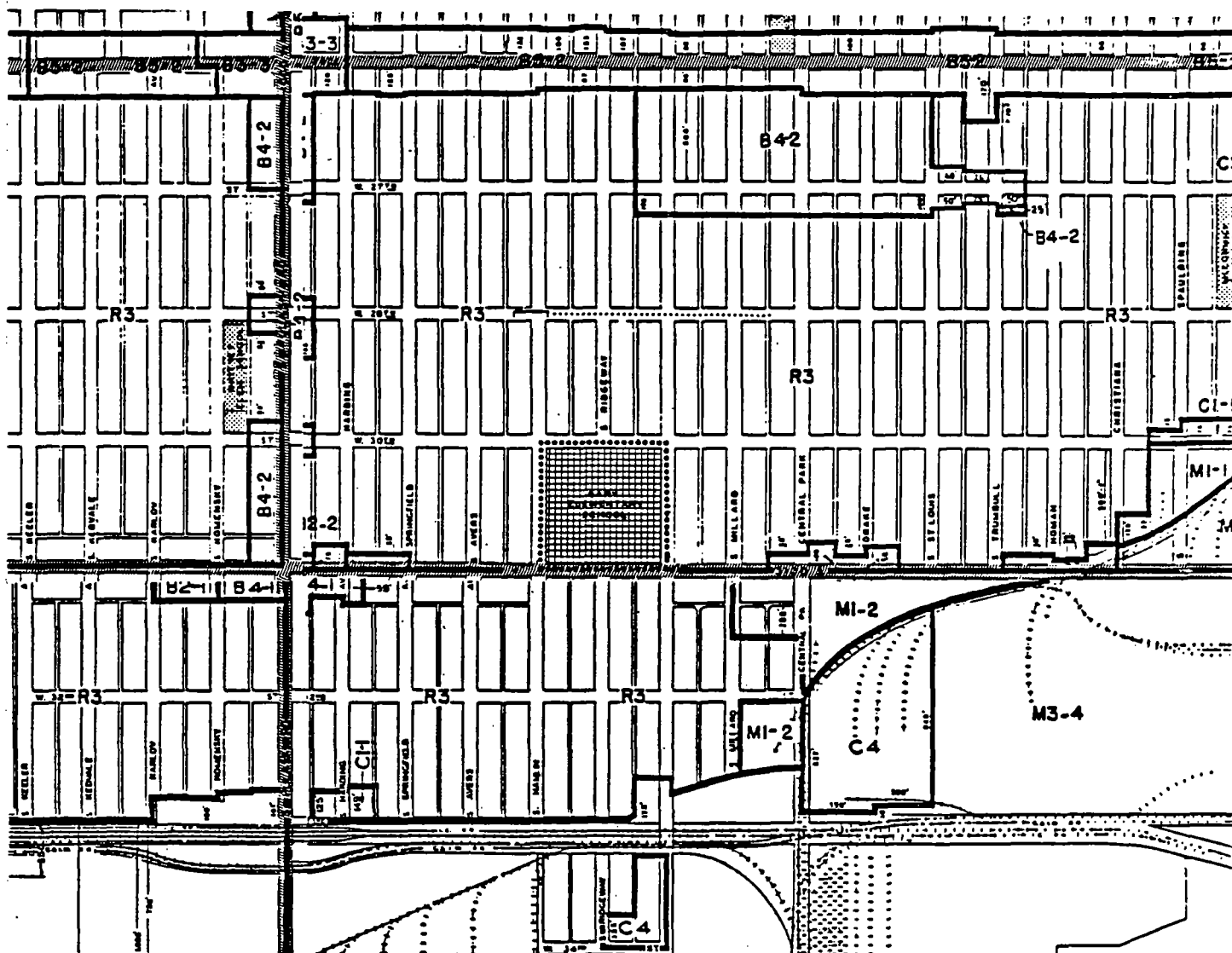


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PLANNED DEVELOPMENT BOUNDARY

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

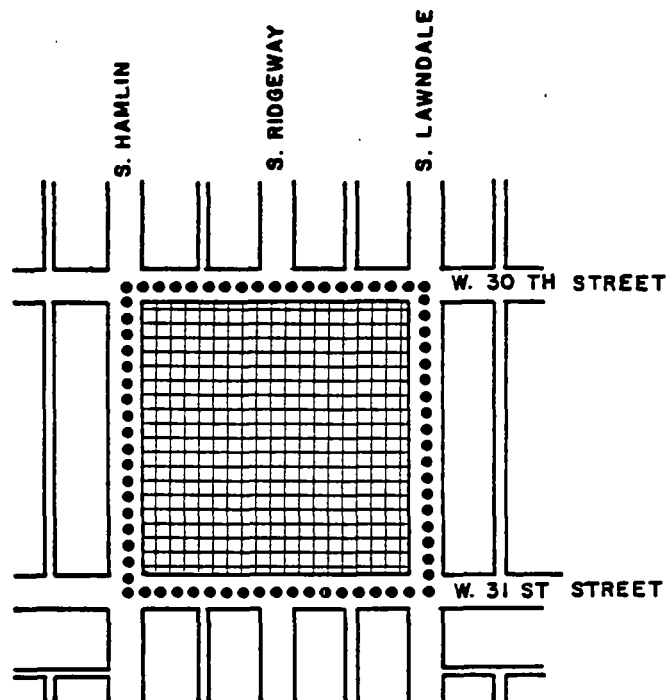
INSTITUTIONAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



PROPOSED PLANNING DEVELOPMENT
ACADEMIC AND RELATED USE
PUBLIC, QUASI PUBLIC
PLANNED DEVELOPMENT BOUNDARY
PREFERENTIAL STREETS
ZONING DISTRICTS

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

INSTITUTIONAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN

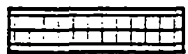


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PLANNED DEVELOPMENT BOUNDARY



PROPOSED PLANNING DEVELOPMENT
ACADEMIC AND RELATED USE

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: FEBRUARY 19, 1985

GARY SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area Square Feet Acres	General Description of land use	Maximum Floor Area Ratio	Maximum % of Land Covered
361,508.81 8.30	Use of land will consist of academic and related uses including recreational, and off-street parking and loading facilities.	0.39	56,635.11 sq. ft 15.67%

Gross Area = Net Site Area, 8.30 acres; plus public rights-of-way, 1.92 acres
= 10.22 acres Gross Site Area.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 0.39

Minimum number of off-street parking spaces required: 20

Minimum number of off-street loading berths required: 1

Minimum Periphery Building Setbacks:

north boundry - 19'
east boundry - 20'
south boundry - 174'
west boundry - 108'

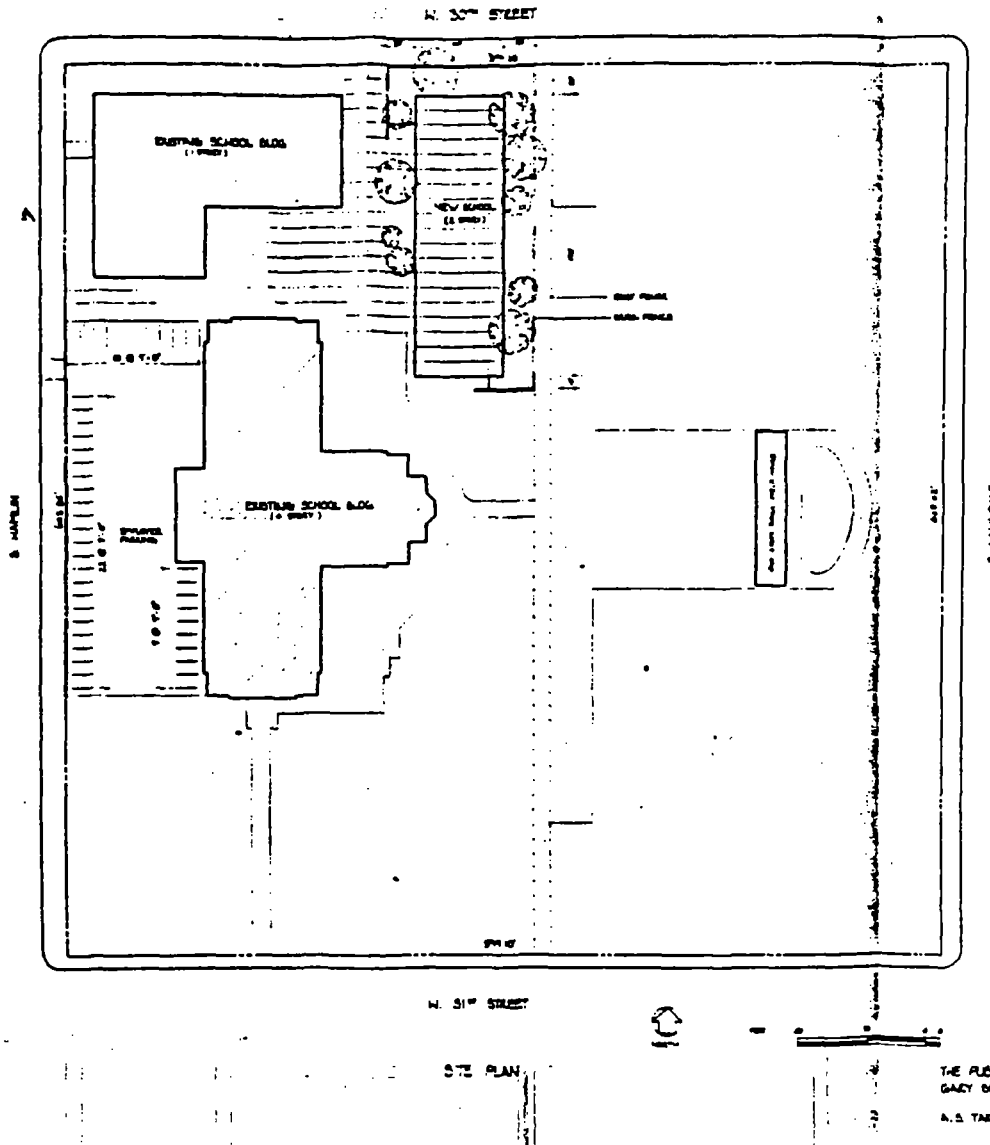
Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Community Development.

Maximum percentage of land covered for the Net Site Area: 15.67%

Identification signs to be permitted subject to the review and approval of the Commissioner of Planning, City and Community Development.

APPLICANT: Public Building Commission of the City of Chicago

DATE: February 19, 1985



(Continued from page 16377)

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by

a line 214.10 feet north of and parallel to West Altgeld Street; North Wayne Avenue; West Altgeld Street; and the alley next west of and parallel to North Wayne Avenue,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

[Residential Planned Development printed on pages
16385 thru 16393 of this Journal.]

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

Reclassification of Area Shown on Map No. 8-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District and R3 General Residence District symbols and indications as shown on Map No. 8-E in area bounded by

East 31st Street; the alley next east of and parallel to South Giles Avenue; a line 120.16 feet south of and parallel to East 31st Street; and South Giles Avenue,

to those of a B5-3 General Service District, and a corresponding use district is hereby established in the area above described.

(Continued on page 16394)

PLAN OF DEVELOPMENT

RESIDENTIAL PLANNED DEVELOPMENT NO.STATEMENTS

1. The area delineated herein as Residential Planned Development (the "Planned Development") consists of approximately 26,748 square feet of real property bounded on the north by a line 214.10 feet north of and parallel to West Altgeld Street; on the east by North Wayne Avenue; on the south by West Altgeld Street; and on the west by the alley next west of and parallel to North Wayne Avenue (the "Property"), as identified in the drawing attached hereto entitled "Property Lot Line Map." The property is currently owned by B & A Properties, Inc.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

4. The following uses shall be permitted within the Planned Development: residential and related uses permitted in an R5 General Residence District subject to such limits, maximum and minimum, as are set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development. The forty-one (41) residential units would consist of a maximum of twelve (12) and a minimum of ten (10) efficiency (studio) units and a maximum of thirty-one (31) and a minimum of twenty-nine (29) one (1) and two (2) bedroom dwelling units.

5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

6. The height restriction of the development and any appurtenance attached hereto shall be subject to:

- (1) Height limitations as certified on
Form FAA-117 (or on successor form

APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

or forms covering the same subject matter) and approved by the Federal Aviation Administration;

- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council; and
- (3) Height limitations as approved by the Federal Aviation Agency pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Agency.

7. Off-street parking will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

9. Residential identification signs shall be permitted within the Planned Development subject to the

APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

review and approval of the Department of Planning. Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals.

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a vicinity map; a site plan map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

RESIDENTIAL PLANNED DEVELOPMENT NO. _____
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET	ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
26,748	0.61	41 Residential dwelling units and related uses	1.40	77%

GROSS SITE AREA = NET SITE AREA + PUBLIC RIGHT OF WAY

39,647 square feet (0.91 acres) =

26,748 square feet (0.61 acres) + 12,899 square feet (0.30 acres)

OFF STREET PARKING AND LOADING CONTROLS

28 Parking Spaces (open)

0 Loading Docks

MAXIMUM FLOOR AREA RATIO: 1.40

SET BACKS AND SITE COVERAGE

0 foot perimeter set backs

77% site coverage

TYPE OF RESIDENTIAL UNITS: Total 41

Efficiency (Studio) Units: Maximum 12

Minimum 10

Dwelling Units:

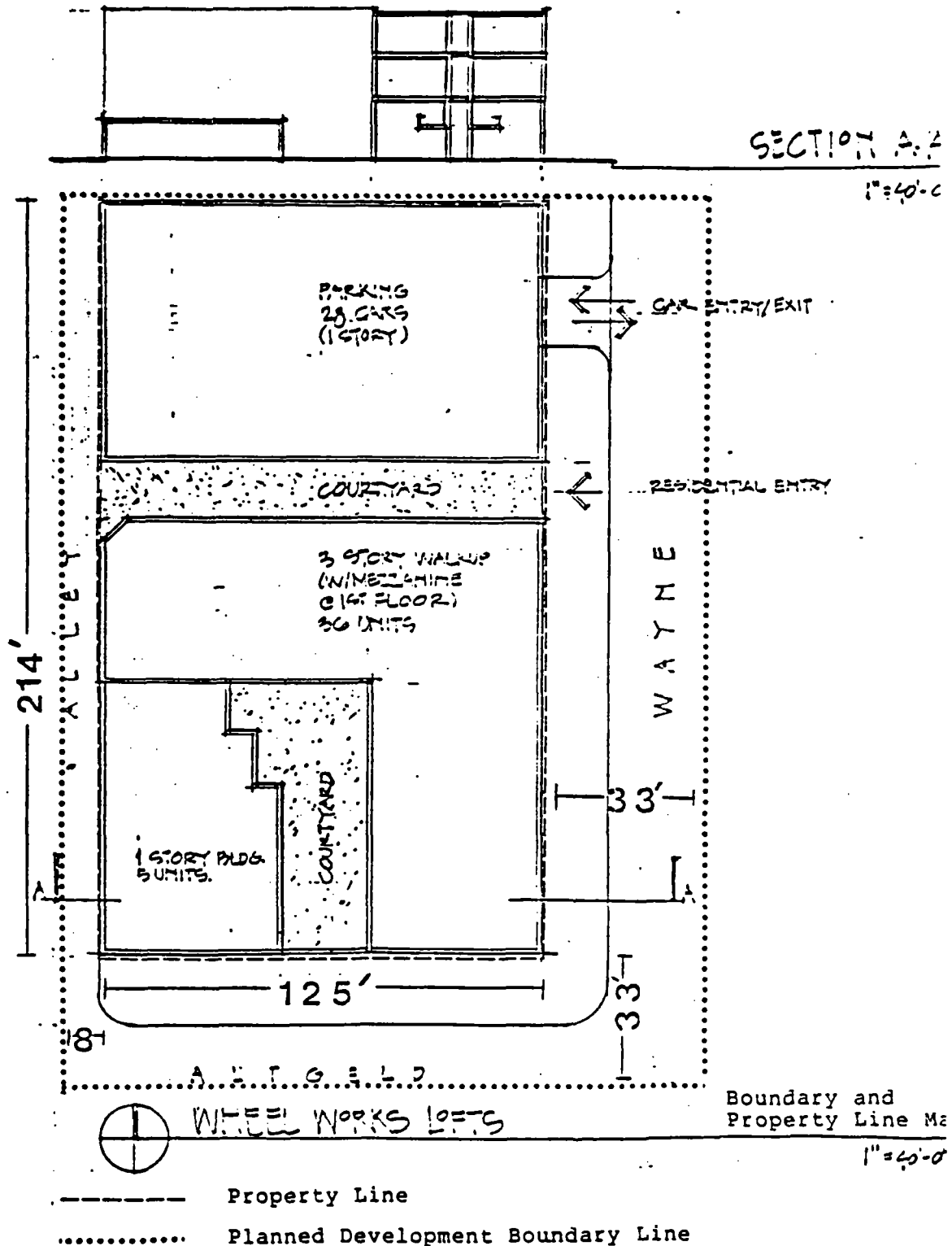
Maximum 31

Minimum 29

APPLICANT: Atlantis Properties, Ltd.

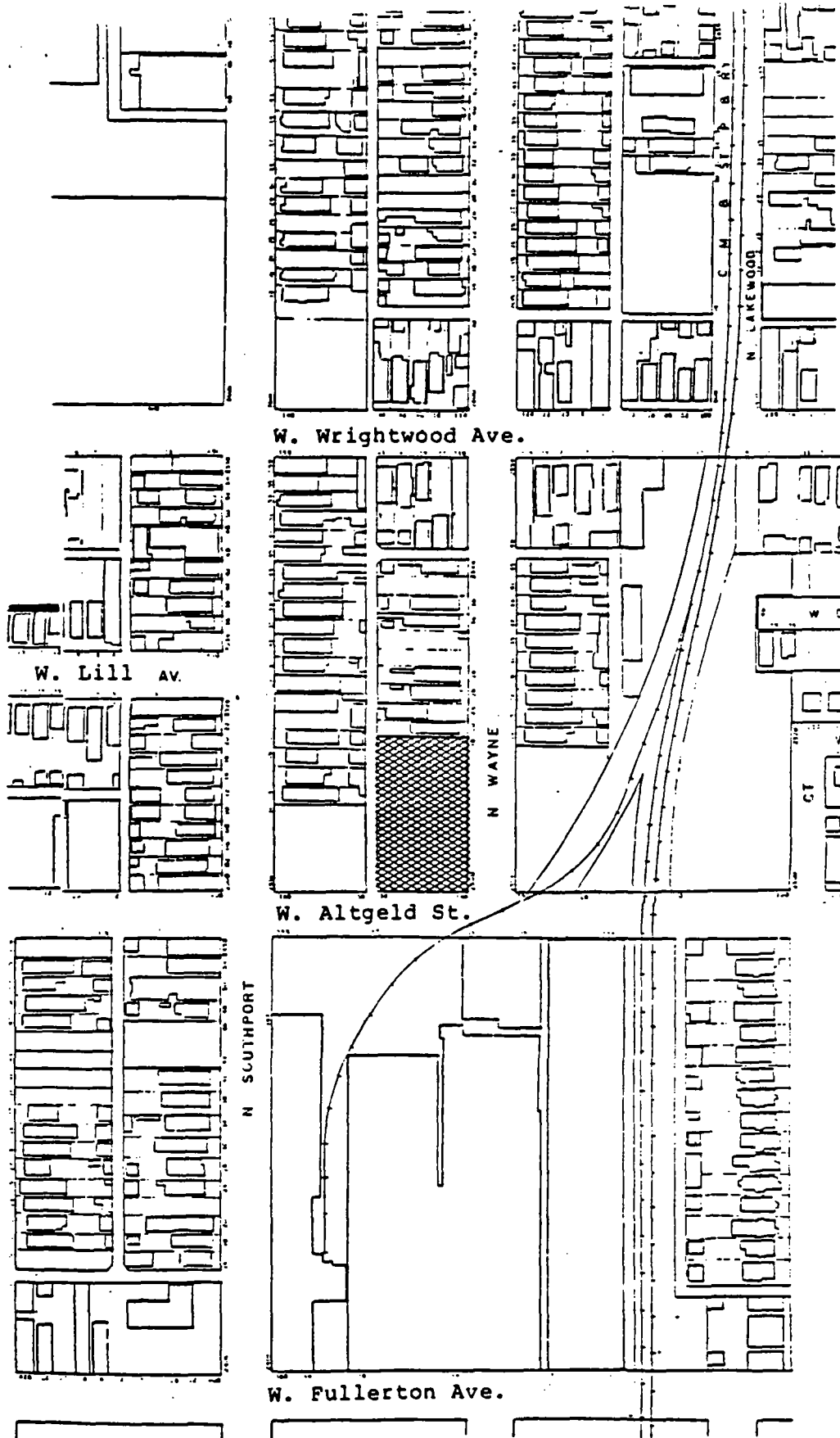
ADDRESS: 222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

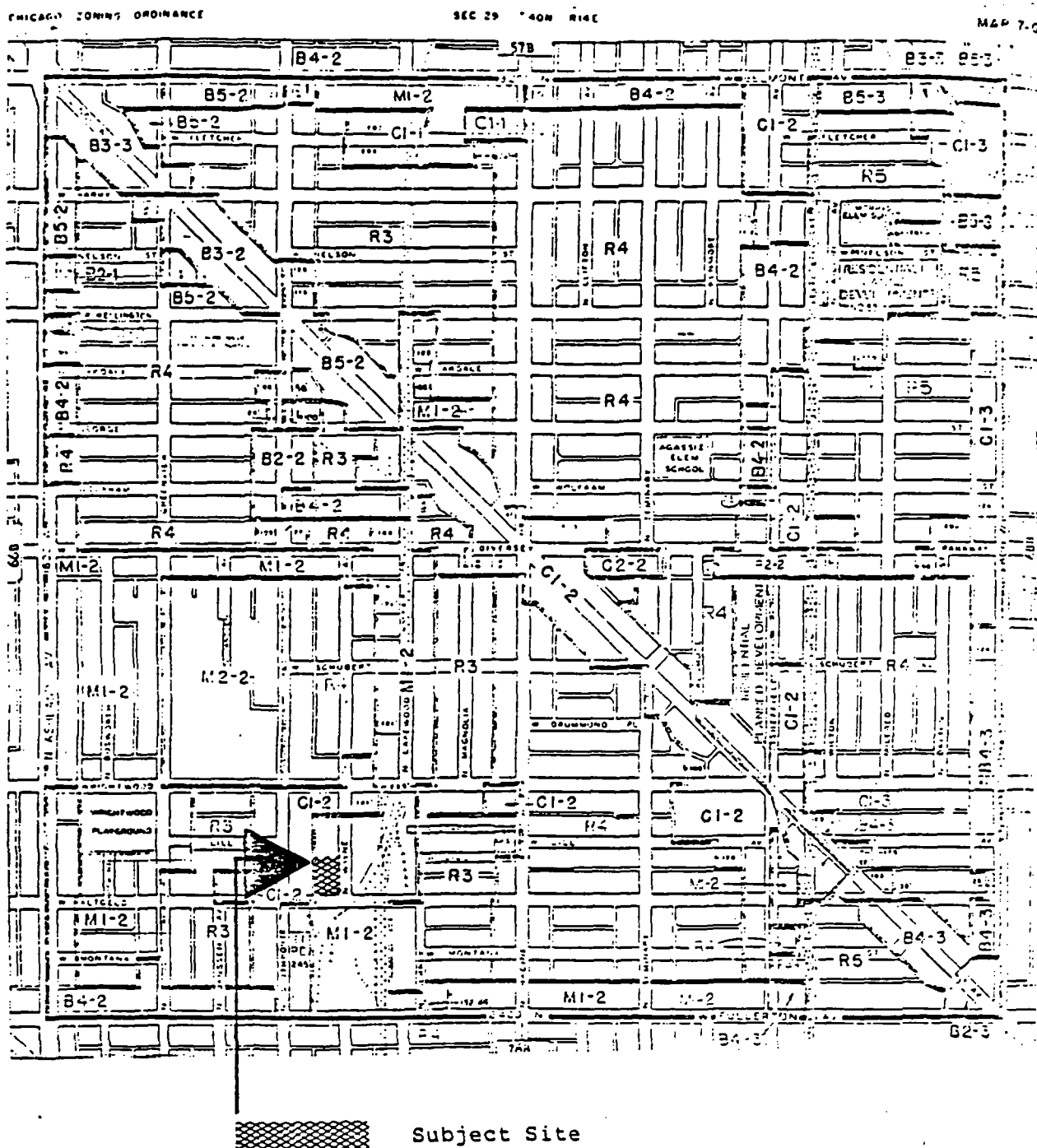


APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985



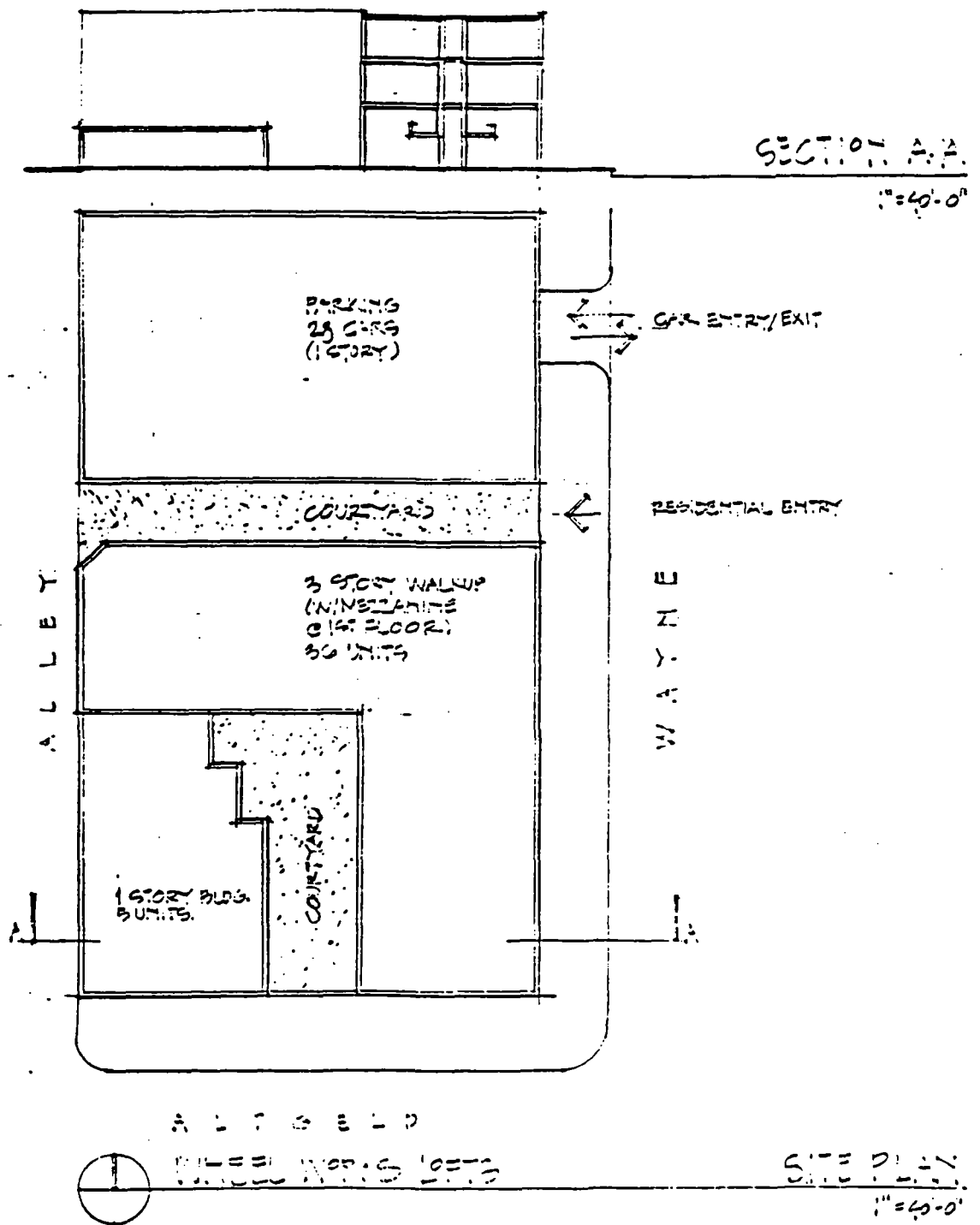
APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610



APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

EXISTING ZONING MAP



APPLICANT: Atlantis Properties, Ltd.
222 West Ontario St., Suite 430
Chicago, IL 60610

DATE: January 22, 1985

(Continued from page 16384)

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

*Reclassification of Area Shown on Map No. 8-J.
(as amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-J in area bounded by

West 31st Street; South Millard Avenue; the alley next south of West 31st Street; and a line 45.78 feet west of South Millard Avenue,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-G in area bounded by

the alley next north of West Grace Street; the alley next east of North Sheffield Avenue; a line 242.35 feet north of West Grace Street; a line 142.62 feet east of North Sheffield Avenue; West Grace Street; and North Sheffield Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing and M2-2 General Manufacturing District symbols and indications as shown on Map No. 9-I in the area bounded by

West Addison Street; a line 630.05 feet east of North Sacramento Avenue; a line 621.57 feet south of West Addison Street; and North Sacramento Avenue,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 16396 thru 16401
of this Journal.]

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

Reclassification of Area Shown on Map No. 16-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 16-G in area bounded by

the center line of West Marquette Road; a line 114 feet east of and parallel to South Elizabeth Street; the center line of the alley next south of and parallel to West Marquette Road; and the center line of South Elizabeth Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 16-N.

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

(Continued on page 16402)

ADDISON / SACRAMENTO SHOPPING CENTER

BUSINESS PLANNED DEVELOPMENT

STATEMENTS

1. The area delineated herein as a "Business Planned Development" is owned by Commonwealth Edison, which has entered into a contract granting First American Realty Co., the applicant herein, option to purchase the property.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning, City and Community Development. Ingress and egress from such off-street facilities shall be from West Addison Street and North Sacramento Avenue. Such facilities shall be as authorized by the B3 General Retail District classification of the Chicago Zoning Ordinance.
3. All applicant official reviews, approvals, or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.
4. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
6. The following uses shall be permitted within the area delineated herein as Business Planned Development: General merchandise uses, department stores, restaurants and service type business uses, parking and related uses.
7. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to, or concurrently with any one or more principal buildings, subject to the approval of the Department of Planning.
8. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be .550.
9. Identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the

ADDISON/SACRAMENTO SHOPPING CENTER
BUSINESS PLANNED DEVELOPMENT

STATEMENTS
Page 2

Department of Inspectional Services and the Department of Planning.

10. The height restriction of any building or any appurtenance attached hereto shall be subject to:

- a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
- b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.

11. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- A. Property line and planned development boundary line map;
 - B. Existing zoning and preferential street system map;
 - C. Generalized Land Use Plan; and
 - D. Planned Development Use and Bulk Regulations and Data Chart.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to the Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: First American Realty Co.

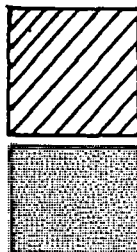
DATE: December 14, 1984

[illegible]

PREFERENTIAL STREETS

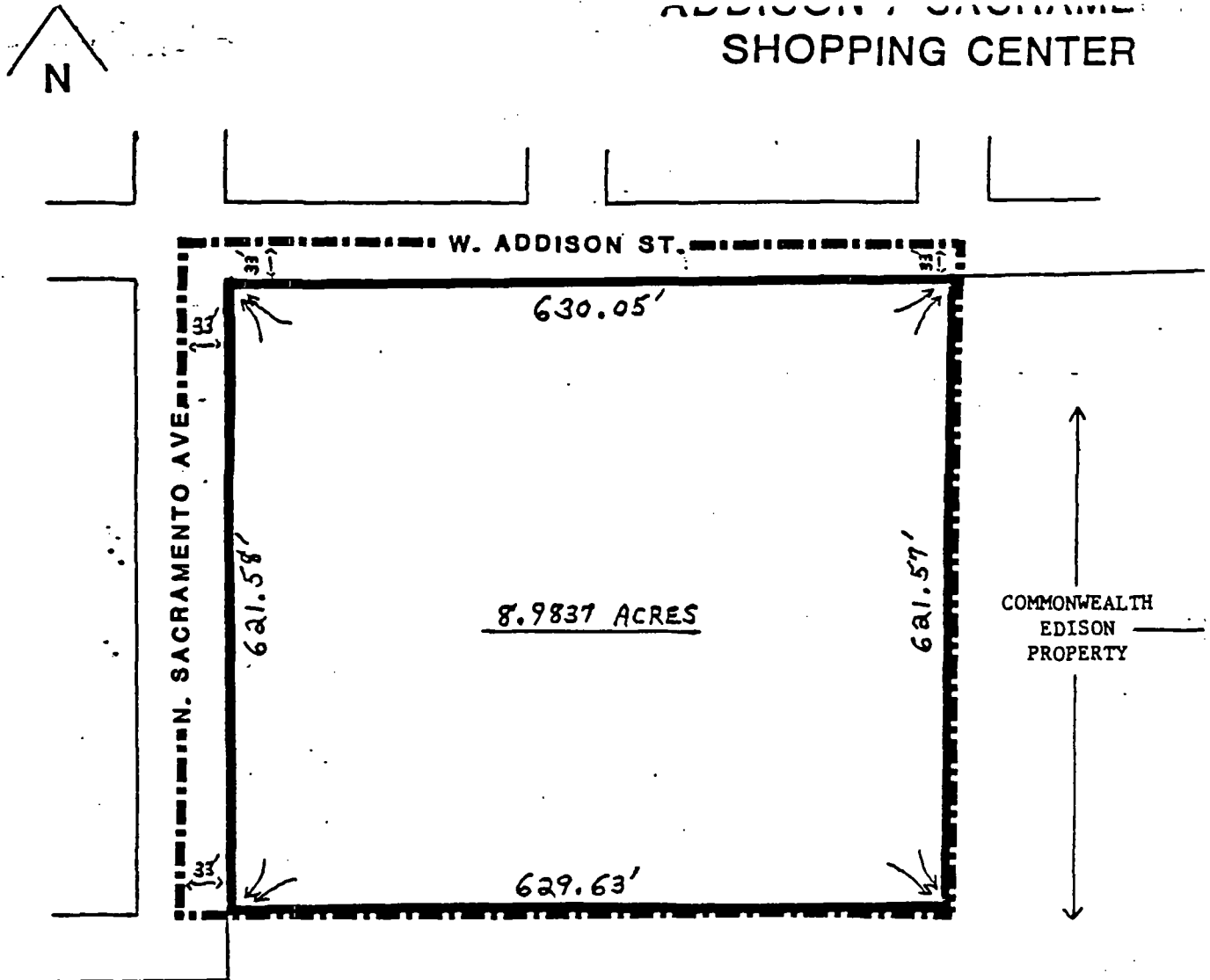
PROPOSED PLANNED DEVELOPMENT

PUBLIC AND QUASI-PUBLIC FACILITIES



Applicant: FIRST AMERICAN
REALTY CO.

Date: 12/14/84



PROPERTY LINE AND PLANNED DEVELOPMENT BOUNDARY LINE MAP

PROPERTY LINE

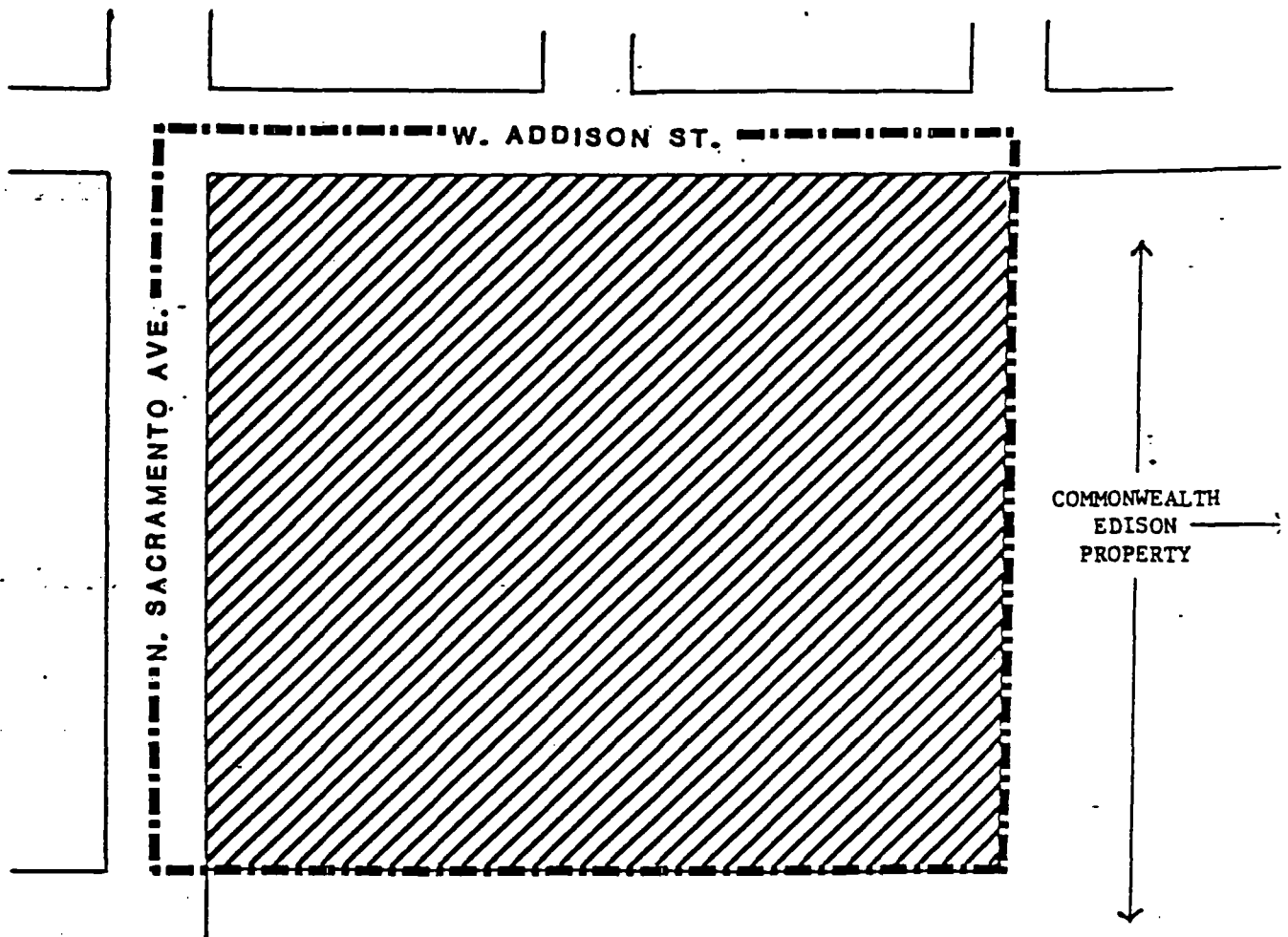
BUSINESS PLANNED DEVELOPMENT BOUNDARY

Applicant : FIRST AMERICAN REALTY CO.

Date : 12/14/84



ADDISON / SACRAMENTO SHOPPING CENTER

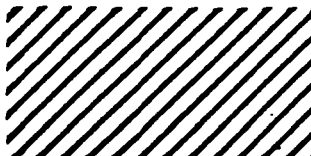


BUSINESS PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN

PLANNED DEVELOPMENT BOUNDARY - - - - -

GENERAL MERCHANDISE USES,
DEPARTMENT STORES, RESTAURANTS
AND SERVICE TYPE BUSINESS USES,
PARKING AND RELATED USES



Applicant :

FIRST AMERICAN
REALTY CO.

Date : 12/14/84

ADDISON / SACRAMENTO
SHOPPING CENTER

BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area Sq.Ft./Acres	General Description of Land Use	F.A.R.	% of Land Coverage
391,330 / 8.9837	General merchandise uses, department stores, restaurants, and service type business uses, park- ing and related uses	.550	39.5%

Gross Site Area = Net Site Area: 8.9837 acres + Area in Public Right-of-Way: 0.9731 Acres
= 9.9568 acres.

Minimum number of off-street parking spaces: 506

Minimum number of off-street loading spaces: 8
In accordance with required B4 zoning

Minimum Periphery setbacks at property lines:

north	-	10 feet
east	-	10 feet
south	-	30 feet
west	-	0 feet

APPLICANT: FIRST AMERICAN REALTY CO.

DATE: 12/14/84

(Continued from page 16395)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 16-N in area bounded by

a line 249.90 feet east of and parallel to South Oak Park Avenue; West 63rd Street; a line 274.90 feet east of and parallel to South Oak Park Avenue; and the alley next south of and parallel to West 63rd Street,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 22-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 22-E in area bounded by

a line 225.37 feet north of and parallel to East 88th Street; the alley next east of and parallel to South State Street; a line 125.37 feet north of and parallel to East 88th Street; and South State Street,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 28-J
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 28-J in area bounded by

a line 600 feet south of and parallel to West 111th Street; South Kedzie Avenue; a line 630 feet south of and parallel to West 111th Street; and the alley next west of and parallel to South Kedzie Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

JOINT COMMITTEE
COMMITTEE ON BUILDINGS.
COMMITTEE ON ZONING.

**ISSUANCE OF PERMITS FOR ERECTION OF
ILLUMINATED SIGNS.**

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning submitted the following report:

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Committee on Buildings along with Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred April 18, 1985) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman,
Committee on Zoning.

(Signed) FRED B. ROTI,
Chairman,
Committee on Buildings.

On motion of Alderman Roti, the committee's recommendations were *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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

41 West Congress Parkway.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Jas. D. Ahern Sign Company, 3257 S. Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 41 West Congress Parkway, Arco Gas Station-Advertising Billboard:

Dimensions: length 40 feet 0 inches/36 feet 0 inches, height 12 feet 0 inches/12 feet 0 inches

Height Above Grade/Roof to Top of Sign: 50 feet 0 inches

Total Square Foot Area: 480/432 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6915 South State Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6915 South State Street, General Advertisers-Variety Copy:

Dimensions: length 60 feet, height 20 feet

Height Above Grade to Top of Sign: 85 feet to top (plus 5 feet for temporary extension)

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

801 West 119th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 801 W. 119th Street, Aldi Foods:

Dimensions: length 7 feet 10 inches, height 9 feet 4 inches
Height Above Grade/Roof to Top of Sign: 32 feet
Total Square Foot Area: 73 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

JOINT COMMITTEE
COMMITTEE ON HEALTH
COMMITTEE ON HUMAN RIGHTS
AND CONSUMER PROTECTION.

AMENDMENT OF MUNICIPAL CODE CHAPTER 95
CONCERNING FOOD ESTABLISHMENTS.

The Joint Committee composed of the members of the Committee on Health and the members of the Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, April 30, 1985.

To the President and Members of the City Council:

Your Joint Committee comprised of the Committee on Health and the Committee on Human Rights and Consumer Protection, to which was re-referred a proposed ordinance (on June 28, 1983) to amend Chapter 95 of the Municipal Code of Chicago by adding a new section to be known as Section 95-23.1 concerning food establishments who treat various raw foods with a sulfiting agent and consumer notification thereof, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was unanimously passed by the members of the Committee on Health and the Committee on Human Rights and Consumer Protection.

Respectfully submitted,
(Signed) ALOYSIUS A. MAJERCZYK,
Chairman, Committee on Health.

(Signed) MARIAN HUMES,
*Chairman, Committee on Human
Rights and Consumer Protection.*

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of the City of Chicago Chapter 95-23 is hereby amended by adding thereto new Section 95-23.1, as follows:

95-23.1 That any restaurant, grocery or other retail food establishment who shall treat fresh fruits, fresh vegetables, and other raw food with a sulfiting agent will be considered safe only if consumers are informed. Acceptable consumer notices must include use of conspicuous and easily readable labels, signs, placards or menu statements indicating "sodium bisulfite added" or "sulfiting agents added to preserve natural appearance and freshness."

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

SPECIAL COMMITTEE ON YOUTH DEVELOPMENT AND EMPLOYMENT.

Action Deferred -- 1985 ANNUAL APPROPRIATION ORDINANCE AMENDED
TO CREATE PROGRAM TO COMBAT STREET GANG VIOLENCE AND
PROVIDE NEW OPPORTUNITIES FOR CHICAGO YOUTH.

The Special Committee on Youth Development and Employment submitted the following report, which was, on motion of Alderman Frost and Alderman W. Davis, *Deferred* and ordered published:

CHICAGO, May 15, 1985.

To the President and Members of the City Council:

Your Special Committee on Youth Development and Employment having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed resolution.

This recommendation was concurred in by 10 members of the committee with 0 dissenting votes.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

The following is said resolution transmitted with the foregoing committee report:

WHEREAS, The 1985 Annual Appropriation Ordinance for the City of Chicago appropriated \$1 million to be used to create a program to combat street gang violence and to provide new opportunities for Chicago Youth; and

WHEREAS, This program was to be drafted by the Administration and submitted to a Special Committee on Youth Development and Employment for its review and approval; and

WHEREAS, The Administration proposed a program that includes not only \$1 million in Corporate Fund revenues but \$2.9 million in federal and state funds for a total of \$3.9 million; and

WHEREAS, The Special Committee on Youth Development and Employment reviewed materials submitted by the Administration, received testimony from dozens of witnesses, and received recommendations to improve and to enhance the program submitted by the Administration; and

WHEREAS, The Special Committee on Youth Development and Employment determined that it was imperative that approval be given to a program for youth development as soon as possible to begin projects to stem the rising tide of youth gang violence; and

WHEREAS, The Special Committee recommends to the City Council that the Administration's youth development and employment program, as outlined below, be approved and implemented as soon as possible; now, therefore,

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

SECTION 1(a). \$748,995 in Corporate Fund revenues be used to create the Chicago Intervention Network, to be administered by the Department of Human Services pursuant to the attached budget summary, personnel detail, and non- personnel detail; and

(b) \$251,000 in Corporate Fund revenues be used to create a pool of funds to be used for grants to community-based delegate agencies to support youth development and crime prevention programs in areas of the City of Chicago which might not otherwise be eligible for grants under the guidelines of the Community Development Block Grant program and that the City Council approve the agencies to receive these grants;

(c) \$220,000 in Year XI Community Development Block Grant program funds be awarded to the Chicago City Colleges to operate a dropout prevention program for Chicago High School students;

(d) \$135,000 in Year XI Community Development Block Grant program funds for the Year XI be awarded to the Cook County State's Attorney's Office to expand the victim/witness assistance program in juvenile courts;

(e) \$1.8 million in Year XI Community Development Block Grant program funds be awarded to community-based social service agencies for youth development programs and that the City Council approve the agencies to receive these grants; and

(f) The Administration seek \$339,450 from the Illinois Department of Children and Family Services to support grants to community-based delegate agencies, which would be met with a matching grant by the City of Chicago of \$407,000 in surplus Community Services Block Grants and that the City Council approve the agencies to receive these grants.

SECTION 2. This resolution shall be in full force and effect from its due passage and publication.

[Budget Summary, Personnel Detail and Non-Personnel Detail
printed on pages 16409 through 16413 of this Journal.]

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

(Continued on page 16414)

BUDGET SUMMARY

NAME OF PROJECT CHICAGO INTERVENTION NETWORK		Fund #	Activity #	
NAME OF LEAD AGENCY. DEPARTMENT OF HUMAN SERVICES		CONTRACT PERIOD From 6/1/85 To 12/31/85		
COST CATEGORIES	ACCOUNT NUMBER	A REQUESTED SHARE OF COST	B IN-KIND SHARE	C TOTAL COST
PERSONNEL SERVICES	005	\$ 587,702	\$ 140,484	\$ 728,186
FRINGE BENEFITS	070		254,865	254,865
CONTRACTUAL SERVICES	141	94,620	64,510	159,130
CONSULTANT SERVICES (For ILEC Program Only)	149			
TRAVEL	270	6,300		6,300
COMMODITIES	350	13,230		13,230
EQUIPMENT (Initial Cost over 50.00)	420	47,143		47,143
OTHER COSTS	804			
FOOD COSTS (For Headstart, Day Care - Only)	909			
PAYMENT FOR FOOD	(911)			
OTHER REVENUE FOR FOOD	(912)			
MISCELLANEOUS REVENUE	(8008)			
TOTAL		\$ 748,995	\$ 459,859	\$1,208,854

- (1) The In-kind Share of Cost refers to that portion of the total cost which the Department of Human Services will absorb through other funding sources. In the case of personnel, the in-kind contribution refers to current staff who will contribute a portion of their time working on this program.

PERSONNEL DETAIL

2

NAME OF PROGRAM CHICAGO INTERVENTION NETWORK PAGE# 1NAME OF LEAD AGENCY DEPARTMENT OF HUMAN SERVICESCONTRACT PERIOD From 6/1 19 85 To 12/31 19 85 FUND# ACTIVITY#

(1) NO. OF PERS.	(2) POSITION OR TITLE	(3) AVERAGE SALARY PER MO.	(4) % OF TIME	(5) NO. OF MOS	(6) REQUESTED SHARE OF COST	(7) IN-KIND SHARE	(8) TOTAL COST
	-ADMINISTRATION & DEVELOPMENT-						
1	DIRECTOR (Grade 19)	2,983	100	7	20,881		20,881
1	ASSISTANT DIRECTOR (Grade 17)	2,487	100	7		17,409	17,409
3	AREA MANAGER (Grade 15)	2,044	100	7	42,924		42,924
9	SUPERVISOR OF OUTREACH SERVICES (Gr12)	1,682	50	7		52,983	52,983
1	Senior Research Analyst (G 5)	2,148	50	7		7,518	7,518
1	Senior Planning Analyst (G 5)	2,148	50	7		7,518	7,518
1	Principal Methods Analyst (Gr 13)	1,855	50	7		6,493	6,493
1	Statistician (Grade 11)	1,526	50	7		5,341	5,341
1	Secretary (Grade 8)	1,033	100	7	7,231		7,231
1	Senior Typist/Data Entry (Grade 5)	856	100	7	5,992		5,992
	(continued page 2)						
TOTAL SALARIES							

(9) CODE NO.	(10) FRINGE BENEFITS (INDICATE BASIS FOR ESTIMATE)	(11) REQUESTED SHARE OF COST	(12) IN-KIND SHARE	(13) TOTAL COST
	HOSPITALIZATION			
	WORKMEN'S COMPENSATION			
	UNEMPLOYMENT COMPENSATION			
	OTHER (SPECIFY):			
TOTAL FRINGE BENEFITS				

5/15/85

REPORTS OF COMMITTEES

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PERSONNEL DETAIL

3

NAME OF PROGRAM CHICAGO INTERVENTION NETWORK PAGE# 2NAME OF LEAD AGENCY DEPARTMENT OF HUMAN SERVICESCONTRACT PERIOD From 6/1 19 85 To 12/31 19 85 FUND# ACTIVITY#

(1) NO. OF PERS.	(2) POSITION OR TITLE	(3) AVERAGE SALARY PER MO.	(4) % OF TIME	(5) NO. OF MOS	(6) REQUESTED SHARE OF COST	(7) IN-KIND SHARE	(8) TOTAL COST
	-CENTRAL COMMUNICATION SYSTEM-						
6	Dispatch Clerk (Grade 7)	987	100	7	41,454		41,454
3	Supervisor of Communication Ctr. (Gr 12)	1,526	100	7	32,046		32,046
	-FIELD OFFICES-						
9	Assistant District Mgr. (Gr 14)*	2,681	25	7		42,226	42,226
11	Sr. Youth Intervention Worker (Gr 12)	1,526	100	7	117,502		117,502
27	Youth Intervention Worker (Gr 11)	1,384	100	7	261,576		261,576
9	Senior Typist/Data Entry (Gr 5)	856	100	7	53,928		53,928
	SUBTOTAL				583,534	139,488	723,022
	Salary Adjustments (5% x 1 Month)				4,168	996	5,164
TOTAL SALARIES					587,702	140,484	728,186

(9) CODE NO.	(10) F R I N G E B E N E F I T S (INDICATE BASIS FOR ESTIMATE)	(11) REQUESTED SHARE OF COST	(12) IN-KIND SHARE	(13) TOTAL COST
	HOSPITALIZATION			
	WORKMEN'S COMPENSATION			
	UNEMPLOYMENT COMPENSATION			
	OTHER (SPECIFY): 35% of Salary	0	254,865	254,865
TOTAL FRINGE BENEFITS		0	254,865	254,865

NON-PERSONNEL DETAIL

4

NAME OF PROGRAM CHICAGO INTERVENTION NETWORKNAME OF LEAD AGENCY DEPARTMENT OF HUMAN SERVICESCONTRACT PERIOD: From 6/1 19 85 To 12/31 19 85 Funds# Activity#

CODE NUMBER	DESCRIPTION OF ITEM & BASIS FOR VALUATION	3 REQUESTED SHARE	4 IN-KIND SHARE	5 AMOUNT OR VALUE OF ITEM
141	Space Costs: Central Office \$10.50/sq.ft. 11 staff x 100 sq.ft. per staff = \$11,550 Field Offices \$2.50/sq.ft. 5 offices x 800 sq.ft. = \$10,000 4 offices x 300 sq.ft. = \$ 3,000	\$2,000	\$22,550	\$24,550
141	Utilities Field Offices \$0.20 x 5200 sq.ft. x 7 months	1,120	6,160	7,280
141	Telephone \$625 per staff x 72 FTE	31,500	13,500	45,000
141	Conference Rooms \$50 x 9 councils x 24 meetings		10,800	10,800
141	Printing and Materials (Brochures, etc.)	25,000		25,000
141	Staff Training and Development	15,000		15,000
141	Automobile (9) Gas 10 x \$200/month x 7 months = \$14,000 Lease with maintenance = 10 cars x 7 month x \$250 = \$17,500	20,000	11,500	31,500
	SUBTOTAL	\$94,620	\$64,510	\$159,130
270	Transportation 50 staff x 100 miles x 7 months x 18¢/mile	\$6,300		\$6,300
	SUBTOTAL	\$6,300		\$6,300

5/15/85

REPORTS OF COMMITTEES

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NON-PERSONNEL DETAIL (continued)

NAME OF PROGRAM CHICAGO INTERVENTION NETWORK

NAME OF LEAD AGENCY. DEPARTMENT OF HUMAN SERVICES

"CONTRACT PERIOD: From **19** **To** **19** **Fund#** **Activity#**

1 CODE NUMBER	2 DESCRIPTION OF ITEM & BASIS FOR VALUATION	3 REQUESTED SHARE	4 IN-KIND SHARE	5 AMOUNT OR VALUE OF ITEM
350	Office Supplies \$75 x 72 FTE	\$ 5,400		\$ 5,400
350	Postage \$65 x 72 FTE = \$4,680 \$50 x 9 councils x 7 months = \$3,150	7,830		7,830
	SUBTOTAL	\$ 13,230		\$ 13,230
420	Office Equipment 34 desks x \$290 34 chairs x \$127 34 file cabinets x \$110 2 typewriters x \$800	\$ 19,518		\$ 19,518
420	Communications 10 car radios x \$1800 = \$18,000 25 pagers x \$385 = \$9,625	27,625		27,625
	SUBTOTAL	\$ 47,143		\$ 47,143

(Continued from page 16408)

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

Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
BLOOM (5th Ward)	South Jeffery Boulevard (west side), from a point 58 feet north of East 71st Street to a point 44 feet north thereof -- 8 A.M. to 4 P.M. -- Mondays thru Saturdays;
MELL (33rd Ward)	West Belmont Avenue (north side) at 3008 -- 10 A.M. to 4 P.M. -- Mondays thru Fridays;
NATARUS (42nd Ward)	East Chestnut Street at 11 -- Mondays thru Sundays;
	East Chicago Avenue at 161 -- Mondays thru Sundays;
	North Dearborn Parkway at 1244 from a point 5 feet north of the property line on North Dearborn to a point 40 feet north thereof -- Mondays thru Sundays;
	North Dearborn Street at 540 -- Mondays thru Sundays.

Referred -- RESTRICT MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON SPECIFIED PUBLIC WAYS.

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

Alderman	Location
MAJERCZYK (12th Ward)	South Keating Avenue from West 43rd Street to West 47th Street -- southerly;
BRADY (15th Ward)	West 68th Street from South California Avenue to South Ashland Avenue -- easterly;
DAMATO for CULLERTON (38th Ward)	North Nagle Avenue from West Belmont Avenue to West Addison Street -- northerly.

***Referred* – AMEND RESTRICTION OF VEHICULAR TRAFFIC
MOVEMENT TO SINGLE DIRECTION ON PORTION
OF WEST CORNELIA AVENUE.**

Alderman Damato for Alderman Cullerton (38th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on West Cornelia Avenue from North Lamon Avenue to North Laramie (instead of from North Cicero Avenue to North Laramie Avenue), which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* – REMOVAL OF PARKING METERS
AT 1244 NORTH DEARBORN PARKWAY.**

Alderman Natarus (42nd Ward) presented a proposed order for the removal of parking meters 2491102 and 2491103 in front of 1244 North Dearborn Parkway, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred* – LIMITATION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.**

The aldermen named below presented two proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
BEAVERS (7th Ward)	South Commercial Avenue at 8450 -- (15 minutes) 10:00 A.M. to midnight;

Alderman

Location, Distance and Time

KRYSTYNIAK (23rd Ward)

West 53rd Street (both sides) from South Kolmar Avenue to the first alley east thereof (1 hour) 8:00 A.M. to 5:00 P.M. -- Monday thru Friday.

Referred -- PROHIBITION AGAINST PARKING OF VEHICLES
AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Distance

RUSH (2nd Ward)

East 33rd Street (north side) from a point 23 feet east of the east edge of the loading dock driveway to a point 23 feet west of the west edge of the driveway;

East 33rd Street (south side) from the west line of South Indiana Avenue to the east line of the north-south alley between South Indiana Avenue and South Michigan Avenue;

EVANS (4th Ward)

South Dorchester Avenue at 5235 from a point 5 feet north of the driveway to a point 5 feet south thereof;

SAWYER (6th Ward)

South Kimbark Avenue at 7321 (except for handicapped);

South St. Lawrence Avenue at 8050 (except for handicapped);

HUMES (8th Ward)

South Ingleside Avenue at 8345 (except for handicapped);

HUTCHINSON (9th Ward)

South Champlain Avenue at 10611 (except for handicapped);

VRDOLYAK (10th Ward)

South Avenue L (west side) at 10138 (except for handicapped);

Alderman	Location and Distance
<i>LANGFORD</i> (16th Ward)	South Elizabeth Street at 6832 (except for handicapped); South Justine Street at 6427 (except for handicapped);
<i>SHEAHAN</i> for <i>KELLAM</i> (18th Ward)	West 83rd Street (south side) at 3409 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	West Archer Avenue (south side) from South Nordica Avenue to South Nottingham Avenue (trucks only); South Kilpatrick Avenue at 4801 (except for handicapped); South Newcastle Avenue at 5842 (except for handicapped); West 64th Place at 6931 (except for handicapped); South Nordica Avenue (west side) from West Archer Avenue to the first alley south thereof;
<i>W. DAVIS</i> (27th Ward)	North Desplaines Street (east side) from a point 121 feet south of the south property line of West Fulton Street to a point 75 feet south thereof (except for handicapped);
<i>SANTIAGO</i> (31st Ward)	West Kamerling Avenue at 4201 (alongside at 1320-1326 North Keeler Avenue (except for handicapped);
<i>MELL</i> (33rd Ward)	North Pulaski Road at 2121 between the driveway and the alley;
<i>KOTLARZ</i> (35th Ward)	North Pulaski Road at 3832 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Avers Avenue at 4631 (except for handicapped);
<i>PUCINSKI</i> (41st Ward)	North Newland Avenue (west side) at 5440 (except for handicapped);

Alderman

Location and Distance

NATARUS (42nd Ward)

West Chestnut Street (north side) across 361 from the fire hydrant to the driveway of the parking lot;

West Chestnut Street (south side) at 361, 20 feet (to the driveway);

McLAUGHLIN (45th Ward)

West Belle Plaine Avenue (south side) from 4919 to a point 10 feet east and west of the center point of driveway;

West Cuyler Avenue (south side) from 4933 to a point 10 feet east and west of the center point of driveway;

North Natchez Avenue (east side) at 5151 (except for handicapped);

STONE (50th Ward)

West Arthur Avenue (north side) between North Ashland Avenue and North Clark Street;

North Rockwell Street (west side) at 6202-basement (except for handicapped).

***Referred* – PROHIBITION AGAINST PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.**

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance and Time

ROTI (1st Ward)

South Wells Street at 3022 – 8:30 A.M. to midnight -- Mondays thru Saturdays;

BRADY (15th Ward)

West 73rd Street (south side) from South Albany Avenue to South Kedzie Avenue - 8 A.M. to 10 A.M. – Mondays thru Saturdays;

West 73rd Street (north side) from South Albany Avenue to the first alley west of South Troy Street – 2 P.M. to 4 P.M. – Mondays thru Saturdays;

Alderman

Location, Distance and Time

NARDULLI (26th Ward)

West North Avenue at 2600 (alongside on North Rockwell Street) from the corner to the first alley north thereof -- 8 A.M. to 5 P.M. -- Mondays thru Saturdays;

West Rice Street at 2107 (driveway) -- 8 A.M. to 6 P.M. -- Mondays thru Saturdays;

MELL (33rd Ward)

North California Avenue at 3243, 20 feet south of the loading dock -- 9 A.M. to 5 P.M. -- Mondays thru Fridays.

***Referred* -- DISCONTINUE PROHIBITION AGAINST PARKING
OF VEHICLES DURING SPECIFIED HOURS AT
SPECIFIED LOCATIONS.**

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles during specified hours, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location

BRADY (15th Ward)

South Ashland Avenue (west side) between West 59th Street and West 75th Street -- 4 P.M. to 6 P.M. -- Mondays thru Fridays;

South Western Avenue (both sides) from West 59th Street to West 75th Street -- 7 A.M. to 9 A.M. and 4 P.M. to 6 P.M. -- Mondays thru Fridays;

West 73rd Street (both sides) from South Albany Avenue to South Troy Street -- 8 A.M. to 10 A.M. -- Mondays thru Fridays;

West 73rd Street (both sides) from South Troy Street to South Kedzie Avenue -- 7 A.M. to 6 P.M. -- Mondays thru Saturdays;

Alderman	Location
<i>SANTIAGO</i> (31st Ward)	West Division Street from North Keeler Avenue to North Kostner Avenue (north side) -- 4 P.M. to 6 P.M. -- (south side) -- 7 A.M. to 9 A.M.

Referred -- ESTABLISHMENT OF RESIDENT PERMIT PARKING
ZONES FOR VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish resident permit parking zones for vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>SHEAHAN</i> for <i>KELLAM</i> (18th Ward)	South Komensky Avenue (west side) from West 87th Street to the first alley north thereof -- at all times;
<i>KRYSTYNIAK</i> (23rd Ward)	South Nashville Avenue (east side) at 5500 -- 8 A.M. to 10 A.M. -- Mondays thru Fridays.

Referred -- DESIGNATE PORTION OF NORTH NEWLAND AVENUE
AS SERVICE DRIVE, ETC.

Alderman Banks (36th Ward) presented a proposed ordinance to designate North Newland Avenue (west side) alongside the premises located at 6934 West Diversey Avenue as a service drive and to permit diagonal parking in said location, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF WEST CORNELIA AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed order to permit diagonal parking on both sides of West Cornelia Avenue from 3950-3951 west to North Pulaski Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW AWAY ZONES.

The aldermen named below presented proposed ordinances to establish tow-away zones, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
NATARUS (42nd Ward)	East Division Street (both sides) from North State Street to the first alley east thereof – 6 P.M. to 6 A.M.;
OBERMAN (43rd Ward)	East-west alley of the east side of the 1900 block of North Lincoln Avenue (just north of Ranalli's Restaurant at 1925 North Lincoln Avenue) at all times;
HANSEN (44th Ward)	West Surf Street (north side) at 550; West Surf Street (south side) at 559.

Referred – INSTALLATION OF TRAFFIC CONTROL SIGNALS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location of Signal
VRDOLYAK (10th Ward)	East 104th Street and South Torrence Avenue;
KELLEY (20th Ward)	South King Drive and East 64th Street.

Referred – INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
EVANS (4th Ward)	Intersection at 49th Street and South Lake Park – "U Turn";
SAWYER (6th Ward)	East 81st Street at the intersection of South St. Lawrence Avenue (east and westbound) -- "Stop";

Alderman

Location and Type of Sign

HUMES (8th Ward)East and west corners of 83rd and Clyde -
- "Stop";East and west corners of 90th and Clyde -
- "Stop";North and south corners of 90th and
Cottage Grove - "Stop";East and west corners of 79th and
Cregier - "Stop";Northerly direction, at 8658 South Stony
Island (alley) - "One Way";*VRDOLYAK* (10th Ward)East and westbound on East 135th Street
at the intersection of South Baltimore
Avenue - "Stop";*HUELS* (11th Ward)West 32nd Street and South Aberdeen
Street - "4-Way Stop";South Normal Avenue and West 45th
Place (stopping north and south traffic on
South Normal Avenue) - "2-Way Stop";West 46th Street and South Springfield
Avenue (stopping eastbound traffic on
46th Street) - "1-Way Stop";*MAJERCZYK* (12th Ward)West 46th Street and South Avers
Avenue (stopping eastbound traffic on
46th Street) - "1-Way Stop";West 46th Street and South Harding
Avenue (stopping eastbound traffic on
46th Street) - "1-Way Stop";*MADRZYK* (13th Ward)West 56th Street and South Christiana
Avenue (stopping east and west traffic on
56th Street) - "2-Way Stop";West 77th Place and South Ridgeway
Avenue (stopping east and west traffic on
77th Place) - "2-Way Stop";

Alderman	Location and Type of Sign
<i>SHEAHAN for KELLAM</i> (18th Ward)	West 78th Street and South Kedzie Avenue -- "All-Way Stop";
<i>SHEAHAN</i> (19th Ward)	West 112th Place and South Hoyne Avenue -- "4-Way Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	North-south alley bounded by Archer Avenue, West 55th Street, South Merrimac Avenue and South Meade Avenue -- "Thru Traffic Prohibited"; East-west alley bounded by Archer Avenue, West 54th Street, South Mobile Avenue and South Merrimac Avenue -- "Thru Traffic Prohibited";
<i>HENRY</i> (24th Ward)	South Kilbourn Avenue and West 14th Street (stopping north and south traffic on Kilbourn Avenue) -- "2- Way Stop"; South Kilbourn Avenue and West 15th Street (stopping north and south traffic on Kilbourn Avenue) -- "2- Way Stop";
<i>W. DAVIS</i> (27th Ward)	North and westbound traffic at the intersection of West Huron Street and North Spaulding Avenue (one-way streets) -- "Stop";
<i>HAGOPIAN</i> (30th Ward)	North Kostner Avenue and West Dickens Avenue (stopping north and south traffic on Kostner Avenue) -- "2-Way Stop"; North Leclair Avenue and West Wellington Avenue (stopping north and south traffic on Leclair Avenue) -- "2-Way Stop";
<i>SANTIAGO</i> (31st Ward)	West Thomas Street and North Keystone Avenue (one-way streets) -- "Stop";
<i>MELL</i> (33rd Ward)	West Charleston Street and North Maplewood Avenue (stopping westbound traffic on Charleston) -- "Stop";

Alderman

KOTLARZ (35th Ward)

Location and Type of Sign

North Central Park Avenue and West Waveland Avenue (stopping Central Park Avenue traffic -- "Stop";

West Altgeld Street and North Spaulding Avenue (stopping Altgeld Street traffic) - - "Stop";

West Barry Avenue and North Harding Avenue (stopping Barry Avenue traffic) - - "Stop";

North Bernard Avenue and West Altgeld Street (stopping Bernard Avenue traffic) -- "Stop";

North Bernard Avenue and West Waveland Avenue (stopping Bernard Avenue traffic) -- "Stop";

West Berteau Avenue and North Keystone Avenue (stopping Berteau Avenue traffic) -- "Stop";

West Byron Street and North Christiana Avenue (stopping Byron Street traffic) -- "Stop";

West Byron Street and North Kostner Street -- "3-Way Stop";

West Byron Street and North Lawndale Avenue -- "4-Way Stop";

West Cullom Avenue and North Lawndale Avenue (stopping Cullom Avenue traffic) -- "Stop";

West Grace Street and North Kildare Avenue (stopping Grace Street traffic) -- "Stop";

Northwest corner of North Harding Avenue and West Belle Plaine Avenue -- "Stop";

Alderman

Location and Type of Sign

North Lawndale Avenue and West Berteau Avenue (stopping Lawndale Avenue traffic) -- "Stop";

North Monticello Avenue and West Belle Plaine Avenue (stopping Monticello Avenue traffic) -- "Stop";

North Ridgeway Avenue and West Cornelia Avenue (stopping Ridgeway Avenue traffic) -- "Stop";

West Roscoe Street and North Ridgeway Avenue (stopping Roscoe Street traffic) -- "Stop";

North Springfield Avenue and West George Street (stopping Springfield Avenue traffic) "Stop";

West Waveland Avenue and North Kilpatrick Avenue (stopping Waveland Avenue traffic) -- "Stop";

West Waveland Avenue and North St. Louis Avenue (stopping Waveland Avenue traffic) -- "Stop";

DAMATO for CULLERTON (38th Ward)

West Cornelia Avenue and North Nagle Avenue (stopping Cornelia Avenue traffic) -- "2-Way Stop";

West Roscoe Street and North Lamon Avenue -- "Stop";

West Roscoe Street and North Nagle Avenue (stopping east and west Roscoe Street) -- "2-Way Stop";

West School Street and North Nagle Avenue (stopping School Street traffic) -- "2-Way Stop";

LAURINO (39th Ward)

North Lemont Avenue and North Hiawatha Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
O'CONNOR (40th Ward)	West Bryn Mawr Avenue and North Ashland Avenue (7:00 A.M. to 7:00 P.M.) -- "No Turn on Red";
PUCINSKI (41st Ward)	North Ottawa Avenue and West Ardmore Avenue -- "4-Way Stop";
HANSEN (44th Ward)	North Southport Avenue and West George Street (stopping north and south traffic on Southport) -- "2-Way Stop";
STONE (50th Ward)	South side of North Leavitt Street at West Rosemont Avenue -- "No Outlet".

Referred -- REMOVAL OF TRAFFIC SIGNS IN
SPECIFIED AREAS.

The aldermen named below presented a proposed ordinance and a proposed order for the removal of traffic signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
HUELS (11th Ward)	West 32nd Street and South Wells Street -- "4-Way Stop";
D. DAVIS (29th Ward)	West Madison Street between 5116- 5126 -- "No Parking".

Referred -- SURVEY FOR INSTALLATION OF TRAFFIC SIGNS
AT SPECIFIED INTERSECTIONS.

The alderman named below presented two proposed orders for a survey for the installation of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
KRYSTYNIAK (23rd Ward)	West 54th Street and South Mobile Avenue -- "4-Way Stop";
	West 61st Street and South Meade Avenue -- "All-Way Stop".

Referred – WEIGHT LIMITATION OF FIVE TONS FOR
VEHICLES ON WEST BERENICE AVENUE.

Alderman Damato for Alderman Cullerton (38th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles in the 6000 block of West Berenice Avenue from North Austin Avenue to North Meade Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred – ZONING RECLASSIFICATIONS IN PARTICULAR AREAS.

The aldermen named below presented eight proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN BLOOM (5th Ward):

To classify as a B-11 General Retail District instead of a B4-4 Restricted Service District the area shown of Map No. 16-C bounded by

a line 130 feet south of East 67th Street; to a line 197 feet south of East 67th Street.

BY ALDERMAN BRADY (15th Ward):

To classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 16-H bounded by

a line 447.23 feet north of and parallel to West 71st Street; the alley next east of South Western Avenue; West 71st Street; and South Western Avenue.

BY ALDERMAN STEMBERK (22nd Ward):

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map. No. 8-K bounded by

the alley next south of West 31st Street; South Pulaski Road; a line 29 feet south of the alley next south of West 31st Street; and the alley next west of South Pulaski Road.

BY ALDERMAN MELL (33rd Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-I bounded by

the alley next south of West Armitage Avenue; the alley next east of North Kedzie Avenue; a line 95 feet north of West Wabansia Avenue; and North Kedzie Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-J bounded by

West Fullerton Avenue; North Kedzie Boulevard; West Palmer Street; North Sawyer Avenue; the alley next north of West Palmer Street; the alley next east of North Sawyer Avenue; the alley next south of West Fullerton Avenue; and the west line of North Kedzie Boulevard.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 7-J bounded by

West Altgeld Street; North Kedzie Boulevard; West Fullerton Avenue; the alley next east of North Sawyer Avenue; the alley next north of West Fullerton Avenue; North Sawyer Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-I bounded by

a line 37 feet south of West Wabansia Avenue; the alley next east of North Kedzie Avenue; a line 363 feet south of West Wabansia Avenue; and North Kedzie Avenue.

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 5-I bounded by

West Fullerton Avenue; the east line of North Kedzie Boulevard; a line 75 feet south of West Fullerton Avenue; the alley next west of North Albany Avenue; West Belden Avenue; the alley next east of North Kedzie Boulevard; the alley next north of West Palmer Street; the alley next west of North California Avenue; the alley next north of West Armitage Avenue; North Mozart Street; the alley next north of West Dickens Avenue; the alley next west of North Richmond Avenue; the alley next north of West Armitage Avenue; the east line of North Humboldt Boulevard; West Armitage Avenue; the east line of North Humboldt Boulevard; the alley next west of North Richmond Avenue; the alley next north of West North Avenue; the alley next east of North Whipple Street; the alley next south of West Armitage Avenue; the west line of North Humboldt Boulevard; West California Avenue; the alley next east of North Whipple Avenue; the alley next south of West Palmer Square; the alley next east of North Kedzie Avenue; the alley next north of West Armitage Avenue; and North Kedzie Boulevard.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-eight proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
SAWYER (6th Ward)	Chatham Park Village Cooperative;
MADRZYK (13th Ward)	John Mackowiak, Chicago Lawn United Methodist Church;
SHEAHAN (19th Ward)	Michael D. Connelly;
STEMBERK (22nd Ward)	Mary Potempa;
NARDULLI (26th Ward)	Ramon Badillo, Jr.;
D. DAVIS (29th Ward)	Mr. and Mrs. James Hickson;
SANTIAGO (31st Ward)	Chester Kuta;
MELL (33rd Ward)	Angel Colon;
PUCINSKI (41st Ward)	Fountain Place Condo Association, John B. Brown;
ORBACH (46th Ward)	Emanuel Gordon;
STONE (50th Ward)	West Farwell Condominium Association, Joseph S. Celano, Park Manor Condo Association, Indian Boundary Court Condominium, Chesterfield on Touhy Condominium Association, North Ridge Condominium Association, Mozart Terrace Condominium Association, Bellmore Apartments North, Incorporated, Claremont North Condominiums,

Alderman

Claimant

Claremont Court Condo Association,

North Damen Square Condominium
Association,

Park Gables Apartment Homes,
Incorporated,

Granville Terrace Mutual Trust
Cooperative Association,

Bel-Oaks East Condominium
Association,

West Arthur Condominium Association,

Winchester-Hood Cooperative Extension
"B".

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 -- ISSUANCE OF PERMIT TO HOLD CARNIVAL
ON SPECIFIED PROPERTY.

A proposed order authorizing and directing the Commissioner of Public Works to issue the necessary permits to Carol Stream Amusements for the purpose of holding a carnival on the property of St. Procopius Church, on South Allport Street from West 16th to West 18th Streets for the period June 19 to June 24, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN RUSH (2nd Ward):

Referred – AMENDMENT OF MUNICIPAL CODE CHAPTER 27
CONCERNING IMPOSITION OF PENALTIES FOR DRIVING
WHILE INTOXICATED.

A proposed ordinance to amend Chapter 27 of the Chicago Municipal Code by adding new sections, to be known as Sections 27-255.1, 27-255.2 and 27-255.3, which would impose penalty provisions for persons driving vehicles while under the influence of alcohol, narcotics or other drugs, which was *Referred to the Committee on Alcoholism and Substance Abuse*.

Referred – AMENDMENT OF MUNICIPAL CODE CHAPTER 147
CONCERNING LAST REQUESTS FOR LIQUOR IN
LICENSED ESTABLISHMENTS, ET CETERA.

Also, a proposed ordinance to amend Chapter 147 of the Chicago Municipal Code by adding new sections, to be known as Sections 147-13.1, 147-10.1 and 147-15.3, which would limit last requests for the service of liquor to fifteen minutes prior to establishment closing, require the posting of penalty provisions for driving while under the influence of alcohol, narcotics or other drugs, and to allow licensees discretion in the sale of liquor to individuals, which was *Referred to the Committee on Alcoholism and Substance Abuse*.

Referred – EXEMPTION OF ILLINOIS INSTITUTE OF
TECHNOLOGY RESEARCH INSTITUTE FROM CITY
WATER SERVICE PAYMENTS.

Also, a proposed ordinance to relieve the Illinois Institute of Technology Research Institute (I.I.T.R.I.), a not-for-profit research center, from the payment of any bill currently owed to the City of Chicago Department of Water and to exempt same from payment of any future bill, which was *Referred to the Committee on Finance*.

Referred – ISSUANCE OF PERMIT TO HOLD FESTIVAL AND
BAZAAR ON PORTION OF SOUTH DR. MARTIN LUTHER
KING JR. DRIVE.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue permits to the Metropolitan Community Church for the purpose of holding a festival and bazaar on the west side and the island of South Dr. Martin Luther King Jr. Drive from East 41st to East 42nd Streets for the period June 7 and June 8, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred – ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue a newspaper stand permit to William R. McBride for the operation of a stand on the southeast corner of South Indiana Avenue and East 31st Street, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

***Referred* – INITIATION OF STUDY ON ALCOHOL ABUSE
PROBLEMS AND DRUNK DRIVING.**

Also, a proposed resolution to study the effects of alcohol abuse on driving and determine appropriate methods of protection for the public health, safety and welfare, which was *Referred to the Committee on Alcoholism and Substance Abuse*.

Presented by

ALDERMAN TILLMAN (3rd Ward):

***Referred* – ISSUANCE OF PERMITS FOR OPERATION
OF NEWSPAPER STANDS AT SPECIFIED LOCATIONS.**

Five proposed orders authorizing and directing the Commissioner of Public Works to issue newspaper stand permits in compliance with the Chicago Municipal Code, which were *Referred to the Committee on Streets and Alleys*, as follows:

Issue a permit to Davel Robinson for the operation of a stand on the southwest corner of West 63rd Street and the Dan Ryan Expressway;

Issue a permit to Mitchell Jones for the operation of a stand on the northwest corner of East 55th Street and South Indiana Avenue;

Issue a permit to Michael Jones for the operation of a stand on the outside of the Chicago Transit Authority elevated station at West 47th and the Dan Ryan Expressway;

Issue a permit to Walter C. Delaney for the operation of a stand on the southeast corner of West 51st Street and South Wentworth Avenue;

Issue a permit to Janie Brown for the operation of a stand on the northwest side of West 47th Street and the Dan Ryan Expressway at the Chicago Transit Authority elevated station.

Presented by

ALDERMAN EVANS (4th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

4847 South St. Lawrence; and
3966-3972 South Lake Park,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

4847 South St. Lawrence; and
3966-3972 South Lake Park,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented by

ALDERMAN BLOOM (5th Ward):

TRIBUTE TO LATE COACH EDWARD (TED) HAYDON.

A proposed resolution reading as follows:

WHEREAS, Edward (Ted) Haydon was the founder of the University of Chicago Track Club; and

WHEREAS, Ted Haydon was an inspiration and mentor to the thousands of young track and field enthusiasts throughout the United States, including Ira Murchison and Rick Wohlhutter; and

WHEREAS, Ted Haydon was recently inducted into the Chicago Sports Hall of Fame and held countless other honors including Chicagoan of the Year in Sports; and

WHEREAS, "Coach" Haydon engendered love and respect wherever he went by virtue of his warmth, his fine sense of humor, and his deep personal concern for all his fellow human beings; and

WHEREAS, "Coach" Haydon recently died at the age of 73, leaving a legacy of great personal achievement and enormous respect; now, therefore,

Be It Resolved, By the Chicago City Council that we honor the memory of Coach Ted Haydon and pay to him our final respects for a life well lived; and

Be It Further Resolved, That a suitable copy of this resolution be presented to his family.

Alderman Bloom 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 Bloom, the foregoing proposed resolution was *Adopted*, by a rising vote.

TRIBUTE TO LATE GWENDOLYN WILLIAMS.

Also, a proposed resolution reading as follows:

WHEREAS, Gwendolyn Williams was one of Chicago's most illustrious citizens; and

WHEREAS, Gwendolyn Williams devoted her entire life to service, first as a teacher at Englewood High School for 47 years and later as a full-time volunteer for every cause aimed at improving the life of the less fortunate in this world; and

WHEREAS, Gwendolyn Williams was the recipient of a Jefferson Award for unusual community service; and

WHEREAS, Gwendolyn Williams belied her advanced age with a vitality and energy level that left most others struggling to keep up; and

WHEREAS, Until her death on May 7, 1985, Gwendolyn Williams maintained her commitment to racial integration based upon trust and mutual respect; now, therefore,

Be It Resolved, That the Chicago City-Council mourns the passing of Gwendolyn Williams and extends its condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to her family.

Alderman Bloom 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 Bloom, the foregoing proposed resolution was *Adopted*, by a rising vote.

CONGRATULATIONS EXTENDED TO DARLENE COX, BERNARD NORAH
AND WANDA SMITH FOR THEIR ACTS OF HEROISM.

Also, a proposed resolution reading as follows:

WHEREAS, On January 13, 1985, Deborah Charles' car swerved out of control on Marquette Drive at 67th Street and crashed by the side of the road, trapping her and her eight year old daughter inside; and

WHEREAS, Darlene Cox, Bernard Norah, and Wanda Smith performed a great act of heroism when they rescued Deborah Charles and her daughter from the wrecked automobile; and

WHEREAS, No passerby lent aid until Darlene Cox, Bernard Norah, and Wanda Smith stopped by the wreckage and after throwing snow under the hood of the car to extinguish the flames worked frantically to free the passengers; and

WHEREAS, Deborah Charles and her daughter were finally released from the car through the dedicated work of these three brave rescuers; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago gathered here this 15th day of May, 1985, A.D., do hereby offer our congratulations and our gratitude to Darlene Cox, Bernard Norah and Wanda Smith for their heroic acts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for Darlene Cox, Bernard Norah, and Wanda Smith.

Alderman Bloom 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 Bloom, the foregoing proposed resolution was *Adopted*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to the University of Chicago to maintain and use as now constructed a concrete tunnel under and across the Midway Plaisance, west of South Blackstone Avenue, connecting with the existing tunnel running east and west near the south side of said Midway Plaisance, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- ISSUANCE OF PERMITS FOR OPERATION OF NEWSPAPER STANDS AT SPECIFIED LOCATIONS.

Two proposed orders authorizing and directing the Commissioner of Public Works to issue newspaper stand permits in compliance with the Chicago Municipal Code, which were *Referred to the Committee on Street and Alleys*, as follows:

Issue a permit to Henry King for the operation of a stand on the southwest corner of South Chicago Avenue and East 76th Street;

Issue a permit to Charles C. Seals for the operation of a stand on the southeast corner of 71st Street and South State Street.

Presented by

**ALDERMAN HUMES (8th Ward) and
ALDERMAN EVANS (4th Ward):**

JUNE 6, 1985 DECLARED "EDYTHER FERRELL LANE DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, As part of its 100th anniversary celebrations the Melville W. Fuller Elementary School is dedicating its new auditorium at 4214 South St. Lawrence Avenue on June 6, 1985; and

WHEREAS, This new auditorium is being named after the late Mrs. Edythe Ferrell Lane, well-known Chicago musician, who spent 33 years teaching at Fuller Elementary School; and

WHEREAS, The name of Mrs. Edythe Ferrell Lane lends the same sense of dignity, purpose, wit and the highest standards of education which this great musician brought to Fuller Elementary School in her lifetime; and

WHEREAS, A native Chicagoan, Mrs. Edythe Ferrell Lane was educated at Carter Elementary School, Englewood High School and Chicago Normal College. In addition to her many activities, she was a teacher at Berean Baptist Church and was an accompanist on tour with several well-known singers. She was for many years a pianist at Berean Baptist Church; and

WHEREAS, We the leaders of this great City are always cognizant and proud of the contributions of its greatest citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 15th day of May, 1985, A.D., do hereby declare June 6, 1985, as "Edythe Ferrell Lane Day in Chicago" and call attention to all citizens the festivities planned on that day and most especially to the dedication of the new auditorium of the Melville W. Fuller Elementary School on Chicago's great south side.

Alderman Humes 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 Humes, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

**DR. ALMA C. JONES CONGRATULATED AND HONORED AS
RECIPIENT OF "EDUCATOR OF THE YEAR" AWARD.**

A proposed resolution reading as follows:

WHEREAS, Dr. Alma C. Jones, principal of Newton Elementary School and the Phyllis Wheatley Child-Parent Center on Chicago's great southeast side, has received the Muriel B. Jones Award for excellence in education and in service to the community; and

WHEREAS, Dr. Alma C. Jones, whose outstanding record in the field of education includes holding the position of principal at Cullen Elementary School (1975), at Carver Elementary School (1975-83), at Corliss High School (Summers of 1980 and 1981), and now at Newton School and Wheatley Child-Parent Center, has promoted throughout an outstanding eighteen-year career a standard of excellence which reflects the most exalted values of education; and

WHEREAS, Dr. Jones' own record of education -- A.A., Wilson Junior College (1962); B.A. and M.A., Roosevelt University (1967/1970); and Ph.D., Northwestern University (1972) -- indicates the superior level of intelligence which she brings to her positions with

the Board of Education and specifically to the students of Chicago's great southeast side; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of May, 1985, A. D., do hereby offer our congratulations to Dr. Alma C. Jones on receiving the Muriel B. Jones Award for excellence in the field of education and for outstanding community service, as well as our gratitude for the superior influence this great citizen has exerted over the youth of our great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Alma C. Jones.

Alderman Hutchinson 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 Hutchinson, the foregoing proposed resolution was *Adopted*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
92 TO REQUIRE NOTICE IN WORKPLACE OF
EXISTANCE OF HAZARDOUS MATERIALS.

Also, a proposed ordinance to amend Chapter 92 of the Chicago Municipal Code by adding new sections therein, to be known as Sections 92-111, 92-112 and 92-113, which would require any owner or manager of any workplace manufacturing, using or storing hazardous materials or combustible solids to post notice of same, which was *Referred to the Committee on Energy and Environmental Protection*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- SUNDRY AMENDMENTS TO 1985 ANNUAL
APPROPRIATION ORDINANCE.

A proposed ordinance to amend the 1985 Annual Appropriation Ordinance by deleting various line items, which was *Referred to the Committee on Finance*.

Referred -- DISCONTINUANCE OF CERTAIN CITY HIRING
WITHIN SPECIFIED FUND.

Also, a proposed ordinance directing the Commissioner of the Department of Personnel, the Budget Director and the City Comptroller to discontinue hiring persons for City employment

in all positions within the Corporate Fund for the remainder of fiscal year 1985, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25
CONCERNING RETIREMENT PROVISIONS FOR CITY
EMPLOYEES.

Also, a proposed ordinance to amend Chapter 25 of the Chicago Municipal Code by adding a new section to be known as Section 25-37.1, which would set the mandatory retirement age for City employees to be seventy-five years and further to set forth waiver request procedures, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL AT
SPECIFIED LOCATION.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue the necessary permits to St. Columba Church for the purpose of holding a carnival on South Greenbay Avenue from East 134th Street south to the alley, and also on East 134th Street fronting church property for the period May 29 to June 2, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE
AT SPECIFIED LOCATIONS.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue the necessary permits to the Merchants' Division of the East Side Chamber of Commerce for the purpose of holding a sidewalk sale on South Ewing Avenue from East 104th to East 106th Streets, on East 106th Street from South Avenue "L" to South Avenue "H", and further to close a portion of South Ewing Avenue in conjunction therewith on July 10 and July 11, 1985, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- IMPLEMENTATION OF ANTI-LITTER, BULK PICK-UP
PROGRAM FOR ENTIRE CITY.

Also, a proposed resolution directing the Commissioner of the Department of Streets and Sanitation to implement a City-wide/anti-litter, bulk pick-up program for the entire City of Chicago.

Alderman Vrdolyak moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion lost by yeas and nays as follows:

Yeas – Aldermen Roti, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Sheahan, Sherman, Stemberk, Krystyniak, Marzullo, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuller, Volini, Stone – 31.

Nays – Aldermen Rush, Tillman, Bloom, Sawyer, Kelley, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman – 11.

Thereupon, Alderman Vrdolyak moved to *Refer* said proposed resolution to the Committee on Streets and Alleys. The motion *Prevailed* and said resolution was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward):

**CONGRATULATIONS EXTENDED TO REVEREND ANTHONY
DUDEK ON HIS FIFTIETH ANNIVERSARY AS
PRIEST.**

A proposed resolution reading as follows:

WHEREAS, Reverend Anthony Dudek has celebrated his golden anniversary as a priest of the Archdiocese of Chicago; and

WHEREAS, Father Dudek has been brought up in the St. Barbara parish community of the 11th Ward in the City of Chicago; and

WHEREAS, Father Dudek had attended St. Barbara Grammer School, Quigley Preparatory High School, and St. Mary of the Lake Seminary; and

WHEREAS, Father Dudek was ordained on April 27, 1985, and his first assignment had been St. Salomea Church on the South Side of Chicago; and

WHEREAS, After 5 years at St. Salomea, he was asked by the Cardinal to join the Armed Forces; and

WHEREAS, Over the next 28 years, Father Dudek had been assigned to various locations all over the world; and

WHEREAS, During that time, he was serving in World War II in both Europe and the Pacific; and

WHEREAS, After the war, he was made Command Chaplain of the entire Caribbean Zone, and then he had served at Fort Leavenworth; and

WHEREAS, His final assignment for the U.S Army was a Chaplain at Brooks General Hospital in San Antonio, Texas; and

WHEREAS, He had retired from the service in 1970, as a full Colonel, receiving the Legion of Merit Commendation Medal at his retirement ceremonies; and

WHEREAS, As a civilian, Father Dudek returned to his home parish of St. Barbara to offer his services as a full-time resident and assistant for nearly fifteen years, and currently resides at St. John of God Parish, also in the 11th Ward community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of May in 1985, do hereby extend our heartiest congratulations to Reverend Anthony Dudek on his golden anniversary as a priest, serving the parishioners of Chicago for the last 50 years, and that we also extend our best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Reverend Anthony Dudek.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

CONGRATULATIONS EXTENDED TO DENNIS J. LYZNIAK, JR. AS
RECIPIENT OF EAGLE SCOUT AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, Scout Dennis J. Lyzniak, Jr., of 3559 South Hermitage Avenue in the 11th Ward in the City of Chicago, has met the requirements and passed the Board of Review for the rank of Eagle Scout; and

WHEREAS, Dennis had joined the Boy Scouts of America Troop 414 at its birth in October of 1980; and

WHEREAS, After advancing through the Cub Scouts and obtaining the Arrow of Light, Cub Scouting's highest achievement, and the Parvuli Dei, cub Scouting's religious award for Catholic scouts, he had proceeded to climb the ranks of the B.S.A.; and

WHEREAS, In earning the rank of Eagle Scout, Dennis has earned 9 skill awards, 28 merit badges, and numerous other scouting honors, including election into the Order of the Arrow; and

WHEREAS, For his Eagle service project, Dennis had organized and conducted a trail rehabilitation project at the Little Red Schoolhouse Nature Center of the Cook County Forest Preserve District; and

WHEREAS, During his tenure with Troop 414 at Our Lady of Good Counsel parish, he has attended various summer camps throughout the United States; and

WHEREAS, Dennis is presently serving as the troop's Assistant Senior Patrol Leader and has also served in various leadership positions in the troop including patrol Leader, Troop Quartermaster, and as a member of the troop's Leadership Corp; and

WHEREAS, Dennis is a fine and active student at Quigley South High School, anticipating a college career at the United States Air Force Academy; and

WHEREAS, Dennis is a fine example of today's youth, not only as an outstanding scout, but a fine community member, student, 11th Ward resident, Chicagoan, and American citizen; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of May in 1985, do hereby extend our heartiest congratulations to Dennis J. Lyzniak, Jr. on achieving the rank of Eagle Scout, and that we also extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Dennis J. Lyzniak, Jr. for June 1, 1985, when the Court of Honor will present him with his Eagle Badge at Our Lady of Good Counsel Church.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

CONGRATULATIONS EXTENDED TO JOSEPH LYZNIAC AS RECIPIENT
OF EAGLE SCOUT AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, Joseph Lyzniak, of 3559 South Hermitage Avenue in the 11th Ward of the City of Chicago, has met the requirements and passed the Board of Review for the rank of Eagle Scout; and

WHEREAS, Joseph had joined the Boy Scouts of America Troop 414 at its birth in October of 1980; and

WHEREAS, After advancing through the Cub Scouts and obtaining the Arrow of Light, Cub Scouting's highest achievement, he had proceeded to climb the ranks of the B.S.A.; and

WHEREAS, In earning the rank of Eagle Scout, Joseph has earned 9 skill awards, 26 merit badges, and numerous other scouting honors, including election into the Order of the Arrow; and

WHEREAS, For his Eagle Scout project, Joseph had conducted a toy drive for the handicapped children at Misericordia Home for the Children, and with his fellow scouts, they had held a Christmas party for them; and

WHEREAS, During his tenure with Troop 414 at Our Lady of Good Counsel parish, he has attended various summer camps throughout the United States; and

WHEREAS, Joseph is presently serving as the troop's librarian and he has served in various leadership positions including Senior Patrol Leader, Patrol Leader, Assistant Patrol Leader and as a member of the troop's Leadership Corp; and

WHEREAS, Joseph is a fine and active student at Quigley South High School, anticipating his college career at the University of Illinois at Champaign-Urbana; and

WHEREAS, Joseph is a fine example of today's youth, not only as an outstanding Scout, but a fine community member, student, 11th Ward resident, Chicagoan, and American citizen; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of May in 1985, do hereby extend our heartiest congratulations to Joseph Lyzniak on this day as he is honored for achieving the rank of Eagle Scout, and that we also extend to him our sincerest best wishes in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Joseph Lyzniak for June 1, 1985, when the Court of Honor will present him with his Eagle badge at Our Lady of Good Counsel Church.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

CONGRATULATIONS EXTENDED TO REVEREND RICHARD O'DONNELL ON
HIS FIFTIETH ANNIVERSARY AS PRIEST.

Also, a proposed resolution reading as follows:

WHEREAS, Reverend Richard O'Donnell will celebrate his golden anniversary as a priest of the Archdiocese of Chicago; and

WHEREAS, Reverend O'Donnell is a lifelong resident of the great 11th Ward in the City of Chicago; and

WHEREAS, Reverend O'Donnell was born in St. Bridget's Parish, and had attended Quigley Seminary and St. Mary of the Lake Seminary; and

WHEREAS, Reverend O'Donnell was ordained on April 27, 1935; and

WHEREAS, During his tenure as a priest, he has been assigned to Our Lady of Good Peace Parish, St. Bernadette's Parish, St. Ita's Parish, and then, Our Lady of Good Counsel Parish, where he has been the pastor for 22 years; and

WHEREAS, Reverend O'Donnell has dedicated his life to the Catholic religion and has been practicing his faith in the City of Chicago, serving the many fine citizens of our great City; and

WHEREAS, Through his ministry, he has touched the lives of many; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, gathered on this 15th day of May in 1985, do hereby extend our heartiest congratulations to Reverend Richard O'Donnell on his golden anniversary as a priest, serving the parishioners of Chicago for 50 years, and that we extend our best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Reverend Richard O'Donnell for Sunday, April 28, 1985, when there will be a Mass and dinner held in his honor at Our Lady of Good Counsel Parish.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

BEST WISHES EXTENDED TO SISTER PATRICIA, PRINCIPAL
AT ST. BARBARA'S ELEMENTARY SCHOOL.

Also, a proposed resolution reading as follows:

WHEREAS, Sister Patricia, the principal at St. Barbara's Elementary School, is leaving that position at the end of this school year; and

WHEREAS, Sister Patricia is a native of Chicago, and her proud family are members of the 11th Ward community; and

WHEREAS, As a member of the Sisters of Saint Joseph, Sister Patricia had taught elementary school students; and

WHEREAS, At one point in her career, she had been the principal of an elementary school in Nebraska, and had then returned to Chicago to Our Lady of the Snows School; and

WHEREAS, Prior to being assigned as the principal of St. Barbara's School, she had taught 6th and 8th grades; and

WHEREAS, During her tenure at St. Barbara's, Sister Patricia has done a fine job of serving our community as both a teacher and a principal for 10 years, being a dedicated and effective administrator; and

WHEREAS, Sister Patricia has enriched the spiritual and academic achievements of our students, as well as their physical and psychological accomplishments; and

WHEREAS, Sister Patricia has also brought many community outreach programs to the St. Barbara students and their families, such as the annual health fairs that are held and other various programs; and

WHEREAS, Sister Patricia now has been given a rare opportunity, by the Sisters of Saint Joseph, to further her education to enrich herself as a teacher, with emphasis on special education; and

WHEREAS, In leaving St. Barbara's School, she will take with her many memories, and the love and respect of her students, their families, and her many friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 15th day of May in 1985, do hereby extend our sincerest best wishes to Sister Patricia in all of her future endeavors, and that we also extend our deepest gratitude to her for all that she has given to our community; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Sister Patricia.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCE AND ORDERED
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

2830 West Pershing Road; and

4601 South Cicero Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

2830 West Pershing Road; and
4601 South Cicero Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented by

ALDERMAN BURKE (14th Ward):

**BEST WISHES EXTENDED TO MARY D. GORMAN ON
OCCASION OF HER RETIREMENT FROM
DEPARTMENT OF POLICE.**

A proposed resolution reading as follows:

WHEREAS, Mary D. Gorman is a lifelong resident of the southwest side of Chicago; and

WHEREAS, Mary Gorman attended Saint Gabriel Grammar School and Mercy High School; and

WHEREAS, Mary became the wife of the late Sergeant James Gorman of the Chicago Police Department; and

WHEREAS, Mary Gorman is the loving mother of James, Robert, Lawrence and Gerald; and

WHEREAS, Mary Gorman has been with the City of Chicago, Department of Police, as a senior clerk in the Auto Maintenance Division for the length of her career which began on June 8, 1961; and

WHEREAS, Mary will retire on the 4th day of June, 1985, from the Police Department; and

WHEREAS, Mary Gorman's family and friends will gather with her on the 4th day of June, to help celebrate her retirement with a party to be held at the Martinique Restaurant, Evergreen Park, Illinois; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of Chicago, in meeting assembled this 15th day of May, 1985, do hereby congratulate Mary Gorman on the occasion of her retirement and wish her many long years of health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary D. Gorman.

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*.

CONGRATULATIONS EXTENDED TO POLICE OFFICER CHARLES
PARRILLO ON HIS OUTSTANDING POLICE PERFORMANCE.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Charles Parrillo is to be honored as "Officer of the Month of March, 1985"; and

WHEREAS, Police Officer Charles Parrillo became a member of the Chicago Police Department on March 11, 1968, and was then assigned Star 13815; and

WHEREAS, Police Officer Charles Parrillo is assigned to the 009th District as a Beat Officer; and

WHEREAS, Officer Parrillo, along with his partner Officer Anthony Scapardine, is being cited for his outstanding police work on March 11, 1985, that resulted in the arrest of two sexual assault offenders; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 15th day of May, 1985, do hereby congratulate Police Officer Charles Parrillo on his outstanding police performance, and hope he continues to display this same dedication and perserverance throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Charles Parrillo.

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*.

CONGRATULATIONS EXTENDED TO POLICE OFFICER ANTHONY
SCAPARDINE ON HIS OUTSTANDING POLICE PERFORMANCE.

Also, a proposed resolution reading as follows:

WHEREAS, Police Officer Anthony Scapardine is to be honored as "Officer of the Month of March, 1985"; and

WHEREAS, Police Officer Anthony Scapardine became a member of the Chicago Police Department on January 23, 1967, and was then assigned Star 12853; and

WHEREAS, Police Officer Anthony Scapardine is assigned to the 009th District as a Beat Officer; and

WHEREAS, Police Officer Anthony Scapardine along with his partner Officer Charles Parrillo is being cited for his outstanding police work on March 11, 1985, that resulted in the arrest of two sexual assault offenders; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 15th day of May, 1985, do hereby congratulate Police Officer Anthony Scapardine on his outstanding police performance, and hope he continues to display this same dedication and perserverance throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Anthony Scapardine.

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*.

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Foster and Kleiser to install a sign/signboard at 2816 West 63rd Street for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN BRADY (15th Ward):

DRAFTING OF ORDINANCE DIRECTING FOR VACATION
OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 110 feet of the east-west 16-foot public alley in the block bounded by West 59th Street, West 60th Street, South Artesian Avenue and South Western Avenue for Stearns-Nierman Group (No. 13- 15-85-972); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Brady, the foregoing proposed order was *Passed*.

BEST WISHES EXTENDED TO POLICE OFFICER
JAMES R. CESAK ON OCCASION OF
HIS RETIREMENT.

Also, a proposed resolution reading as follows:

WHEREAS, James Richard Cesak is retiring from the Chicago Police Department after 31 years of dedicated public service; and

WHEREAS, A Chicago native, James R. Cesak has spent his entire life in this great City, except for his duty in the U.S. Army during and after World War II. He is a graduate of St. Gabriel Grammer School and Tilden Technical High School, and joined the Chicago Police Department October 15, 1954; and

WHEREAS, First assigned to the Motor Enforcement Unit, Officer Cesak was promoted to investigator of the Major Traffic Accident Investigation Unit, and fulfilled the duties of Liaison Officer between the Circuit Courts of Cook County and the Secretary of State of Illinois since February, 1974. He retired March 16, 1985; and

WHEREAS, The leaders of this great City are always cognizant of the value of dedicated public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of May, 1985, A.D., do hereby offer our congratulations and best wishes to Police Officer James Richard Cesak on the occasion of his retirement, and extend to this fine citizen our most heartfelt gratitude for his 31 years as committed and conscientious public servant; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer James R. Cesak.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted*.

BEST WISHES EXTENDED TO POLICE OFFICER ARTHUR L.
LINDAHL ON OCCASION OF HIS RETIREMENT.

Also, a proposed resolution reading as follows:

WHEREAS, Officer Arthur L. Lindahl, one of "Chicago's Finest," is retiring from the Chicago Police Department after over 30 years of tireless and diligent public service; and

WHEREAS, A native Chicagoan, Arthur Lindahl graduated from Holmes Elementary School and Englewood High School, served three World War II years in the military, and was employed in the private sector before joining the Chicago Police Department October 16, 1954; and

WHEREAS, Police Officer Lindahl became a traffic specialist, serving with distinction in the Motor Enforcement Unit, Radar, Traffic Enforcement and Traffic Records Units in his accomplished career; and

WHEREAS, Police Officer Lindahl has been married to Phyllis Lindahl since 1948; they have five children and represent the constancy and solidity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of May, 1985, A.D., do hereby offer our heartiest congratulations to Chicago Police Officer Arthur Leland Lindahl on the occasion of his retirement, and extend to this fine citizen our deepest gratitude for his long and distinguished public service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Arthur Leland Lindahl.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted*.

***Referred* – ISSUANCE OF PERMIT FOR OPERATION
OF NEWSPAPER STAND AT SPECIFIED LOCATION.**

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue a newspaper stand permit to Lawrence S. Williams and Fabian Cotton for the operation of a stand on the northeast corner of West 67th Street and South Western Avenue in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN LANGFORD (16th Ward):

***Referred* – ISSUANCE OF PERMITS FOR OPERATION OF
SPECIFIED NEWSPAPER STANDS.**

Two proposed orders authorizing and directing the Commissioner of Public Works to issue newspaper stand permits in compliance with the Chicago Municipal Code, which were *Referred to the Committee on Streets and Alleys*, as follows:

Issue a permit to John Holden, Jr. for the operation of a stand on the northeast corner of West 67th and South Stewart Avenue;

Issue a permit to Charles Hubbard for the operation of a stand on the southeast corner of West 66th and South Halsted Street.

***Referred* – ISSUANCE OF PERMIT FOR INSTALLATION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.**

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Outdoor Media, Incorporated to install a sign/signboard at 215 West 65th Street for general advertisers, various copy, which was *Referred to the Committee on Zoning*.

Presented for

ALDERMAN KELLAM (18th Ward):

INSTALLATION OF STOP SIGNS AT WEST 82nd STREET
AND SOUTH HAMLIN AVENUE.

A proposed order, presented by Alderman Madrzyk, reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to erect Stop signs for east and westbound traffic on West 82nd Street at the intersection of South Hamlin Avenue.

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

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

Yeas - Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone - 48.

Nays - None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented by

ALDERMAN SHEAHAN (19th Ward):

CONGRATULATIONS EXTENDED TO COACH JOSEPH JOHNSTON ON
OCCASION OF TWENTY-FIFTH ANNIVERSARY FOR
BROTHER RICE CLASS OF 1960.

A proposed resolution reading as follows:

WHEREAS, Joe Johnston who was born to Patrick and Catherine Johnston attended St. Leo Grammar School, Leo High School and is a graduate of DePaul University; and

WHEREAS, Joe Johnston is coach and teacher at Brother Rice High School on Chicago's great southwest side; and

WHEREAS, Joe Johnston has given almost 30 years service to Brother Rice as a teacher and coach; and

WHEREAS, Joe Johnston has long been a great source of spiritual guidance and pride to the students and players of Brother Rice; and

WHEREAS, Joe Johnston was recognized by his peers for his dedication and his intense ability to motivate young men; and

WHEREAS, Many students and players of Coach Johnston have become very successful professionals in their own right; and

WHEREAS, Joe Johnston will always be respected for his humor, devotion, dedication and complete loyalty to his students and school; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago gathered here this 15th day of May, 1985 hereby offer our congratulations and continued success to Joseph Johnston on the occasion of the 25th anniversary of the Brother Rice Class of 1960; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joseph Johnston.

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

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted*.

Referred -- ISSUANCE OF PERMIT TO HOLD ART FAIR AND FESTIVAL
ON PORTION OF WEST 112th STREET.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue permits to the Beverly Art Center/Morgan Park Academy for the purpose of holding an art fair and festival on West 112th Street from South Bell Avenue to South Lothair Avenue for the period June 15 to June 16, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to A. M. Carson Signs to install a sign/signboard at 2250 West 95th Street for McDonalds, which was *Referred to the Committee on Zoning*.

Referred -- CALL FOR INVESTIGATION OF SPECIFIED
INDIVIDUALS IN REFERENCE TO ISSUANCE OF
CERTAIN REMODELING PERMIT.

Also, a proposed resolution calling for an investigation of the Zoning Administrator and the Commissioner of Inspectional Services in reference to the issuance of a permit to remodel the building at 11047 South Western Avenue, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN SHEAHAN (19th Ward) and OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 11
CONCERNING CHICAGO POLICE DEPARTMENT SERVICE
AND PROCEDURE CHANGES.

A proposed ordinance, presented by Aldermen Sheahan, Madrzyk, Brady, Kellam and Stone, to amend Chapter 11 of the Chicago Municipal Code by adding a new section therein to be known as Section 11-48, which would give the City Council approval rights in reference to any major changes in police service, closing of police stations, and reductions in personnel, which was *Referred to a Joint Committee composed of the members of the Committee on Administration, Reorganization and Personnel, the members of the Committee on Employment, and the members of the Committee on Police and Fire.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 12
CONCERNING CHICAGO FIRE DEPARTMENT SERVICE
AND PROCEDURE CHANGES.

Also, a proposed ordinance, presented by Aldermen Sheahan, Madrzyk, Brady, Kellam and Stone, to amend Chapter 12 of the Chicago Municipal Code by adding a new section therein to be known as Section 12-57, which would give the City Council approval rights in reference to any major changes in the manner of fire protection, paramedic services, fire prevention, closing of fire stations, and reductions in personnel, which was *Referred to a Joint Committee composed of the members of the Committee on Administration, Reorganization and Personnel, the members of the Committee on Employment, and the members of the Committee on Police and Fire.*

Presented by

ALDERMAN STEMBERK (22nd Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE
AND STREET FESTIVAL AT SPECIFIED LOCATIONS.

Two proposed orders authorizing and directing the Commissioner of Public Works to issue permits to the organization and church designated for the purposes specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Sidewalk sale – to issue a permit to the 26th Street Little Village Chamber of Commerce for a sale on both sides of West 26th Street from South Sacramento to South Kostner Avenues for the period of May 23 to May 26, 1985;

Street festival – to issue a permit to Blessed Agnes Church for the operation of a festival on South Central Park Avenue from West 26th to West 27th Streets for the period August 23 to August 25, 1985.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

**TRIBUTE TO LATE CHICAGO POLICE LIEUTENANT
WILLIAM J. POWER.**

A proposed resolution reading as follows:

WHEREAS, God the Almighty in his Infinite Wisdom has called to his eternal reward Chicago Police Lieutenant William Power, who succumbed to a heart attack April 23, 1985; and

WHEREAS, Lieutenant Power, a Chicago native and lifelong resident, was a watch commander of the Wood Street Police District, having recieved gradual promotions throughout a career which began with the Chicago Police Department in 1956. Earlier, he had graduated from Tilden High School and had attended De Paul University. In 1976, Lieutenant Power graduated from the FBI National Academy; and

WHEREAS, A great family man Lieutenant William J. Power and his wife, Mary, have a son and two daughters and represent the solidity of family life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of May, 1985, A.D., do hereby express our extreme sorrow on the untimely death of Chicago Police Lieutenant William J. Power, and extend to his wife, Mary, and their children, Loretta, Eileen and William, our most sincere expressions of sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lieutenant William J. Power.

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

On motion of Alderman Krystyniak, the foregoing proposed resolution was *Adopted*, by a rising vote.

Referred -- APPROVAL OF PLAT OF COPERNICUS' SECOND
SUBDIVISION IN SPECIFIED AREA.

Also, a proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Copernicus' Second Subdivision in the area bounded by West 59th Street, the Indiana Harbor Belt Railroad, vacated South Natchez Avenue, and South Narragansett Avenue for Parkway Bank and Trust Company, under Trust 7068, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Sears, Roebuck and Company to maintain and use as now constructed one pedestrian tunnel and two pipe tunnels which make individual and separate crossings under South Homan Avenue between West Arthington Street and the Chicago and Great Western Railroad, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MARZULLO (25th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

1919 South Allport Street;
2006 South Allport Street;
2011 South Allport Street; and
1920 South Racine Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

1919 South Allport Street;
2006 South Allport Street;
2011 South Allport Street; and
1920 South Racine Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented by

ALDERMAN W. DAVIS (27th Ward):

**DRAFTING OF ORDINANCES DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.**

Three proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 148.5 feet of the first 12-foot north-south public alley east of South Racine Avenue in the block bounded by West Adams Street, West Jackson Boulevard, South Racine Avenue, and South Aberdeen Street for Ulreh Vogt (No. 17-27-85-965); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 100 feet of the east-west 20-foot public alley south of West Washington Boulevard and providing for an east-west 20-foot public alley running south and west to North Peoria Street from the east terminus of the east-west alley to be vacated, for the Department of Economic Development (No. 8-27-85-970); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of South Winchester Avenue, South Wolcott Avenue, and South Honore Street lying between West Jackson Boulevard and the first east-west 12-foot public alley south of West Adams Street; also all of the first east-west 12-foot public alley, all of the north-south 16-foot public alley, and the west 194.67 feet, more or less, of the first east-west 16-foot public alley south of West Adams Street, all in the block bounded by West Adams Street, West Jackson Boulevard, South Damen Avenue, and South Winchester Avenue; also all of the public alleys in the block bounded by West Adams Street, West Jackson Boulevard, South Winchester Avenue, South Wolcott Avenue; also all of the first east-west 12-foot public alley north of West Jackson Boulevard and all the north-south 16-foot public alley in the block bounded by West Adams Street, West Jackson Boulevard, South Wolcott Avenue, and South Honore Street; also the west 125.25 feet of the first east-west 12-foot public alley north of West Jackson Boulevard in the block bounded by West Adams Street, West Jackson Boulevard, South Honore Street, and South Wood Street for Board of Trustees of Community College (Malcolm-X College) County of Cook, State of Illinois (No. 18-27-84-942); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On separate motions made by Alderman W. Davis, each of the foregoing proposed orders was *Passed*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Stock Yards Packing Company, Incorporated to occupy a portion of a "dead end" unimproved North Claremont Avenue near the premises known as 345 North Claremont Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue a newspaper stand permit to Marilyn Williams for the operation of a stand on the northeast corner of South Damen Avenue and West Jackson Boulevard in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Present by

ALDERMAN SMITH (28th Ward):

Referred – GRANTING OF PERMISSION TO HOLD SIDEWALK
SALE ON PORTION OF WEST MADISON STREET.

A proposed order authorizing and directing the Commissioner of Public Works to grant permission to the Garfield Park Chamber of Commerce for the purpose of holding a sidewalk sale on both sides of West Madison Street between Independence Boulevard and Keeler Avenue for the period May 16 to May 18, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred – CLOSING OF PORTION OF WEST CORCORAN DRIVE
TO VEHICULAR TRAFFIC FOR "A TASTE OF AUSTIN".

A proposed order authorizing and directing the Commissioner of Streets and Sanitation to grant permission to The Austin People's Action Center and Austin Bank of Chicago to close West Corcoran Drive between North Menard Avenue and North Waller Avenue to vehicular traffic for "A Taste of Austin" during the period August 17 to August 18, 1985 (recreational purposes), which was *Referred to the Committee on Beautification and Recreation*.

Referred – INSTALLATION OF STREET LIGHT AT 5518
WEST RACE AVENUE.

Also, a proposed order authorizing and directing the Commissioner of Public Works to consider the installation of a street light at approximately 5518 West Race Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred – ISSUANCE OF PERMIT TO MAINTAIN AND USE
EXISTING CANOPY AT SPECIFIED LOCATION.

A proposed order authorizing the City Comptroller to issue a permit to Joseph Ligas, Jr. and Frank Ratulowski to maintain and use an existing canopy attached to the building or structure at 3334 North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred— GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to NuArc Company, Incorporated to maintain and use as now installed a hydraulic elevator lift to be operated in the northwesterly-southeasterly alley north of West Grand Avenue near North Karlov Avenue, in the rear of the premises at 4100 West Grand Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred— AMENDMENT OF MUNICIPAL CODE CHAPTER 27
CONCERNING APPROPRIATE PARKING FINES DURING
STREET CLEANING.

Also, a proposed ordinance to amend Chapter 27 of the Chicago Municipal Code by adding a new subparagraph to Section 27-308, to be known as 27-308(c), which would set a special fine of Fifty Dollars for vehicles parked in violation of street cleaning signs, which was *Referred to the Committee Traffic Control and Safety*.

Presented by

ALDERMAN GABINSKI (32nd Ward)

Referred— APPROVAL OF PLAT OF ASHLAND-WELLINGTON
SUBDIVISION IN SPECIFIED AREA.

A proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Ashland-Wellington in the area bounded by North Paulina Street, a line approximately 180 feet south of West Wellington Avenue, North Ashland Avenue, and a line approximately 400 feet south of West Wellington Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred— ISSUANCE OF PERMIT TO HOLD STREET CARNIVAL
ON PORTION OF WEST POTOMAC AVENUE.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue a permit to the Society of Our Lady of Guadalupe for the purpose of holding a street carnival on West Potomac Avenue between North Western and North Oakley Avenues for the period May 15 to May 27, 1985, which was *Referred to the Committee on Beautification and Recreation.*

***Referred* – ESTABLISHMENT OF TAXICAB STAND AT SPECIFIED LOCATION.**

Also, a proposed ordinance for the establishment of a taxicab stand on the southeast corner of West Fullerton and North Ashland Avenues (approximately 2345 North Ashland Avenue), which was *Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN MELL (33rd Ward) and OTHERS:

***Referred* – INSTITUTION OF CLEAN UP WEEK IN CHICAGO.**

A proposed resolution, presented by Aldermen Mell, Smith, Huels, Hutchinson, Humes, Sherman, Beavers, Roti, Brady, D. Davis, Rush, Langford, W. Davis, Vrdolyak, Kelley, Bloom, Krystyniak, Marzullo, Laurino, Streeter, Nardulli, Burke, Frost, Damato, Stone, Kotlarz, O'Connor, Tillman, Pucinski, Henry, Madrzyk, Majerczyk, Volini, Orr, Hansen, Hagopian, Banks, Stemberk, Sheahan and Santiago, urging the Department of Streets and Sanitation to coordinate a clean up program, instituting a City-wide clean up week in Chicago, which was *Referred to the Committee on Neighborhood and Community Affairs.*

Presented by

ALDERMAN FROST (34th Ward):

BUILDINGS DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

10534 South Lafayette Avenue;
10536 South Lafayette Avenue;
10540 South Lafayette Avenue;
11011 South Vincennes Avenue;
25 West 111th Place (and garage);
104 West 107th Street;

220 West 108th Place;
1504 West 114th Place;
1328 West 109th Street (and garage);
340 West 115th Street;
1740 West Steuben Street; and
1742 West Steuben Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

10534 South Lafayette Avenue;
10536 South Lafayette Avenue;
10540 South Lafayette Avenue;
11011 South Vincennes Avenue;
25 West 111th Place (and garage);
104 West 107th Street;
220 West 108th Place;
1504 West 114th Place;
1328 West 109th Street (and garage);
340 West 115th Street;
1740 West Steuben Street; and
1742 West Steuben Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance granting permission and authority to Carl Buddig and Company to maintain and use as now constructed a meter vault in the parkway in front of 11914 South Peoria Street to connect with a ductile iron water main used for fire protection purposes, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred – ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.

A proposed order authorizing and directing the Commissioner of Public Works to issue a newspaper stand permit to Sharad B. Parikh for the operation of a stand on the southwest corner of North Kimball and North Elston Avenues in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BANKS (36th Ward):

GRATITUDE AND APPRECIATION EXTENDED TO CHICAGO
POLICE OFFICER NICK SORRENTINO FOR HIS
DEDICATED SERVICE ON OCCASION OF HIS
RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, On May 29, 1985, Police Officer Nick Sorrentino will retire after more than 28 years of continuous, dedicated service with the Chicago Police Department; and

WHEREAS, He has worked for many years for the Office of the State's Attorney, and is considered to be one of its top investigators; and

WHEREAS, During his 28 years of service, Officer Nick Sorrentino has received Creditable Mentions and several Letters of Commendation citing his excellent police work and community service; and

WHEREAS, Police Officer Nick Sorrentino has thus earned the esteem and respect of his many colleagues and of all the citizens of the City of Chicago; and

WHEREAS, Police Officer Nick Sorrentino represents the solidity and continuity of family life; he and his wife have raised four fine children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of May, 1985, A.D., do hereby extend our sincere gratitude and appreciation to Police Officer Nick Sorrentino of the Chicago Police Department for his unquestionable and untiring dedication and model citizenship, and our best wishes to Police Officer Nick Sorrentino and his fine family for happiness and prosperity in the years ahead; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Nick Sorrentino.

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

On motion of Alderman Banks, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN DAMATO (37th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL
AT SPECIFIED LOCATION.

A proposed order authorizing and directing the Commissioner of Public Works to issue the necessary permits to St. Bartholomew Church for the purpose of holding a carnival on the 3600 block of North Laverne Avenue between West Patterson Avenue and West Addison Street and in the east-west alley of the 4900 block between West Patterson Avenue and West Addison Street for the period from June 9 through June 17, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented for

ALDERMAN CULLERTON (38th Ward):

GRATITUDE EXTENDED TO CHICAGO POLICE CAPTAIN DANIEL COLL
FOR HIS COMMITMENT AND SERVICE ON OCCASION
OF HIS RETIREMENT.

A proposed resolution, presented by Alderman Majerczyk, reading as follows:

WHEREAS, Captain Daniel Coll is retiring from the Chicago Police Department after over thirty years of outstanding public service; and

WHEREAS, Daniel Coll rose from Police Officer to District Commander in a career which spanned three decades of almost every facet of police work; and

WHEREAS, A graduate of the Northwestern University Traffic Institute, Captain Coll received his Master's Degree in Public Administration from the Illinois Institute of Technology. He has served outstandingly as an officer at the Hudson Avenue Station, as a member of the Youth Division, as a Tactical Lieutenant and then a Lieutenant in Special Operations, as a Watch Commander in two Police Districts, and most notably as District Commander (1978-83) of the Jefferson Park District; and

WHEREAS, Captain Daniel Coll's expertise and commitment to duty will be sorely missed by the citizens of our great City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 15th day of May, 1985, A. D., do hereby offer our congratulations and gratitude to Captain Daniel Coll on his retirement from the Chicago Police Department after over thirty years of selfless commitment to preserving the public welfare, and do extend to this outstanding citizen our very best wishes for many happy, successful, prosperous years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Captain Daniel Coll.

Alderman Majerczyk 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 Majerczyk, the foregoing proposed resolution was *Adopted*.

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL
AT SPECIFIED LOCATION.

Also, a proposed order, presented by Alderman Damato, authorizing and directing the Commissioner of Public Works to issue the necessary permits to St. Pascal Church for the purpose of holding a carnival on church property and on West Irving Park Road from North Moody to North Melvina Avenues, et cetera for the period May 26 to June 2, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK
SALE AT SUNDRY LOCATIONS.

A proposed order authorizing and directing the Commissioner of Public Works to issue the necessary permits to the Albany Park Chamber of Commerce for the purpose of holding a sidewalk sale on portions of West Lawrence Avenue, North Kedzie Avenue, North Kimball

Avenue, North Pulaski Road and North Elston Avenue, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVALS
AT SPECIFIED LOCATIONS.

Three proposed orders authorizing and directing the Commissioner of Public Works to issue permits to the churches listed below for the purpose of holding carnivals, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Our Lady of Mercy Church -- to hold a carnival on West Sunnyside Avenue between North Kedzie Avenue and North Troy Street for the period June 16 to June 23, 1985;

St. Gregory the Great Church -- to hold a carnival in the 5500 and 5600 blocks of North Paulina Street for the period June 10 to June 17, 1985;

St. Hilary Church -- to hold a carnival in the 5600 block of North Fairfield Avenue for the period June 24 to June 30, 1985.

Presented by

ALDERMAN PUCINSKI (41st Ward) and OTHERS:

Referred -- PLACING OF PROPOSITION ON MARCH 18, 1986
BALLOT IN REFERENCE TO ESTABLISHMENT OF
CASINO COMPLEX ON LAND ADJOINING
NAVY PIER.

A proposed resolution, presented by Aldermen Pucinski, Hagopian, Laurino, Mell, Damato, Majerczyk, Krystyniak, Vrdolyak, Madrzyk, Marzullo, Banks, W. Davis, Brady, Nardulli, Huels, Kelley, Kotlarz and Stemberk, petitioning the Board of Election Commissioners to place a proposition on the March 18, 1986 primary ballot in reference to the establishment of a casino complex on land adjoining Navy Pier, which was *Referred to the Committee on Finance.*

Presented by

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO ALICE AND EMIL BIASCO
ON THEIR 50TH WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Those among the people of the City of Chicago who provide happy, healthful and secure environments for their families and whose love binds them together for long periods of time are worthy of the respect and admiration of each of the people; and

WHEREAS, Mr. Emil Biasco of Chicago met his Alice in 1929, and they were married on May 25, 1935; and

WHEREAS, Mr. and Mrs. Emil Biasco made their home in Chicago and gave their children, Arlene Joyce (Mrs. Joel J. Terzich) and Claudette Gail, the best possible start in life through their affection and respect; and

WHEREAS, Emil and Alice Biasco have a marriage which must be numbered among the strongest and most secure in Illinois, for they have been together through the building of the family business, Biasco Musical Instrument Company, of which Emil was Vice President and is now retired and enjoying the fruits of his forty years of dedicated work, from its beginnings as a small store on Damen Avenue with a small stock of accordions through its growth into a great emporium carrying a full line of musical instruments; and

WHEREAS, Emil Biasco, with the help and support of his lovely wife, Alice, has taken his native American business acumen, combined it with a love of music which comes naturally with his Italian heritage, and has used these qualities to build his business and provide for his family in an outstanding manner; and

WHEREAS, The golden anniversary of any wedding is worthy of notice by the people of the City of Chicago and by their elected representatives; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the members of the City Council assembled this fifteenth day of May, 1985 A.D. do hereby congratulate Mr. and Mrs. Emil Biasco on their achievement of 50 years of married life and upon the contributions they have made to the people of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Emil Biasco as a token of the high respect and regard afforded them by the people of the City of Chicago.

Alderman Natarus 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 Natarus, the foregoing proposed resolution was *Adopted*.

Referred – APPROVAL OF PLAT OF "OLYMPIA CENTER SUBDIVISION".

Also, a proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of "Olympia Center Subdivision" having a frontage of 175.11 feet on East Chicago Avenue, a frontage of 121.60 feet on North Michigan Avenue, and a frontage of 235.06 feet on East Superior Street located at the northeast corner of North Michigan Avenue and East Superior Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK SALE
ON PORTION OF NORTH HOWE STREET.

Also, a proposed order authorizing and directing the Commissioner of Public Works to grant permission to New Hope Baptist Church for a sidewalk sale on North Howe Street between West Division Street and West Elm Street on Saturday, May 11, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- APPOINTMENT OF SUBCOMMITTEE TO STUDY
"CHICAGO DOCK AND CANAL" PROJECT.

Also, a proposed resolution requesting the chairman of the Committee on Zoning to appoint a subcommittee to study developmental aspects of the "Chicago Dock and Canal" project and to appoint Alderman Burton F. Natarus, as a member of said subcommittee, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

Referred -- SUNDRY AMENDMENTS TO 1985
ANNUAL APPROPRIATION ORDINANCE.

A proposed ordinance to amend various line items in the 1985 Annual Appropriation Ordinance, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN
CANOPIES AT VARIOUS LOCATIONS.

Also, five proposed orders for the issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were, *Referred to the Committee on Streets and Alleys*, as follows:

Berger Realty Group, 2000 North Lincoln Park West;

Estelle Beauty Salon, 2746 North Clark Street;

Inland Property Management, 451 West Wrightwood Avenue;

Roberto Martinez, 2646 North Lincoln Avenue; and

Second Church of Christ, Scientist, 2628 North Clark Street.

Presented by

ALDERMAN HANSEN (44th Ward):

**AUGUST 16, 1985 DECLARED "CHARLES H. WEBER DAY
IN CHICAGO".**

A proposed resolution reading as follows:

WHEREAS, The Honorable Charles H. Weber has become, 25 years after his death, one of Chicago's most colorful and legendary political figures; and

WHEREAS, Charles H. Weber's distinguished career spanned 40 of the most volatile years in the growth of this great City: 1920-1960, all of which time he was Democratic Committeeman of the old 45th Ward which then bounded the Greater Lake View Community; and

WHEREAS, Real estate broker, tavern owner, ice cream parlor owner, gas station operator, insurance broker, Charles H. Weber wore many hats: none so prominent as the one he wore for 32 years as an outstanding member of the Illinois State Legislature, or the one he wore 12 years as 45th Ward Alderman, or for four years as Cook County Commissioner; and

WHEREAS, The Charles H. Weber Memorial Commission exists to advance the principles of community improvement which this great man espoused, and founded by Michael S. Lerner and co-chaired by Joseph F. Fanta and Commissioner Harry H. Semrow, has set aside August 16, 1985, as a day to honor this great Chicago citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in session, do hereby declare August 16, 1985, to be "Charles H. Weber Day In Chicago" and urge all citizens of our great City to take cognizance of the events in honor of this outstanding citizen scheduled to take place that day.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted*.

Referred -- ISSUANCE OF PERMIT FOR STREET FAIR.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue the necessary permits to the North-Central Lakeview Neighborhoods to hold a street fair on July 28, 1985 during the hours of 10:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR TRUCK LOAD SALE
ON PORTION OF NORTH BROADWAY.

Also, a proposed order authorizing the Commissioner of Public Works to issue the necessary permits to the Great Ace Hardware Store to hold a truck load sale at 2818-2819 North Broadway for the period from May 17 to May 19, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY.

Also, a proposed order authorizing the City Comptroller to issue a permit to Darien Condominium Association, to maintain and use the existing canopy attached to the building or structure at 3100 North Lake Shore Drive, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN McLAUGHLIN (45th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALES
AT SUNDRY LOCATIONS.

A proposed order authorizing the Commissioner of Public Works to issue the necessary permits to the Portage Park Chamber of Commerce to hold sidewalk sales on the following streets :

North Cicero Avenue -- in the 3900 to 4300 blocks;

North Milwaukee Avenue -- in the 3900 to 4200 blocks; and

West Irving Park Road -- in the 4600 to 5400 blocks,

for the period from June 25 to June 28, 1985; which was *Referred to the Committee on Beautification and Recreation*.

Referred -- INSTALLATION OF ALLEY LIGHTS IN SPECIFIED
LOCATION.

Also, a proposed order authorizing and directing the Commissioner of Public Works to consider the installation of alley lights in new subdivision bounded by North Newland Avenue, West Argyle Street, North Sayre Avenue and West Strong Street, which was *Referred to the Committee on Finance*.

Presented by

**ALDERMAN ORBACH (46th Ward) and
ALDERMAN VOLINI (48th Ward):**

**CITY COUNCIL OPPOSITION OF UNITED STATES MILITARY
AID TO PHILIPPINES.**

A proposed resolution reading as follows:

WHEREAS, There has been an unabated pattern of human rights abuses and atrocities in the Philippines including group slayings, disappearances, and torture involving the Philippine military that are documented by the United States Department of State; and

WHEREAS, Amnesty International in its 1984 report *Torture in the Eighties* states that no armed forces personnel to their knowledge has ever been convicted for these offenses; and

WHEREAS, The Foreign Assistance Authorizations bill itself acknowledges that "the same concerns that the committee expressed about the Philippines military last year -- their record of corruption, poor leadership, lack of discipline, human rights abuses -- are just as relevant this year"; and

WHEREAS, The Foreign Assistance Authorizations bill currently under consideration contains provisions for \$25 million in Military Assistance in the House version and \$100 million in the Senate version for the Philippines; and

WHEREAS, In the words of Philippine Cardinal Jamie Sin: "It would be an insult to the Christian morality of our first world (developed countries) brethren if their generosity were translated into weapons that enable Filipinos to kill Filipinos with greater dispatch"; and

WHEREAS, The money that would be saved from increased military spending by the United States in the Philippines could be used to help end hunger, malnutrition and disease in Chicago and other urban areas in the United States; and

WHEREAS, Joseph Cardinal Bernardin, as he reflected on (circumstances surrounding) the death of Reverend Tullio Favili, a missionary in the Philippines, declared that "In our commitment to justice and the sacredness of life it is inconceivable for us -- just as it was for Christ -- to destroy people in any way, to violate their dignity, to deny them life and the means of life in the pursuit of human freedom"; and

WHEREAS, The government of the Philippines is not now involved in any foreign conflicts, the implication of which is that military aid will be used for the purposes of domestic control; now, therefore;

Be It Resolved, That the Mayor and the City Council of Chicago are opposed to the provision of any military aid to the Philippines and will provide copies of this resolution to all members of Illinois Congressional Delegation to carry to the United States Congress.

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

Alderman Orbach then introduced to the City Council the following missionaries to the Philippines: Fathers Bruno Piccolo (Pontifical Institute on Foreign Missions) who is to replace Reverend Tullio Favili, Jack Clifford (Columbian Fathers) and Steve Morgan (Maryknoll Fathers) and Reverends Leo Constantino (Methodist United Church of Medical Center) and Marcello Rivera (Filipino-American Ecumenical Church-United Church of Christ USA) who were warmly applauded by all the members of the City Council and assembled guests.

Thereupon, on motion of Alderman Orbach, seconded by Alderman Volini, the foregoing proposed resolution was *Adopted*.

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE
ON PORTION OF NORTH BROADWAY.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue the necessary permits to the Uptown Chamber of Commerce to hold a sidewalk sale on North Broadway between West Sunnyside Avenue and West Ainslie Street for the periods July 18-20 and October 10-12, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD CARNIVALS
AT SPECIFIED LOCATIONS.

Two proposed orders authorizing and directing the Commissioner of Public Works to issue permits to the churches designated, for the purpose of holding carnivals, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Queen of Angels Church, Reverend Eugene W. Gratkowski, Pastor -- to hold a carnival on West Sunnyside Avenue from North Western Avenue to the first alley west thereof for the period from July 11 to July 22, 1985; and

St. Matthias Church, Reverend Thomas McHugh -- to hold a carnival on church property and on North Claremont Avenue and West Ainslie Street, and to close the east side of North Claremont Avenue from 4927 to 4959 to accommodate residents on the west side of Claremont Avenue, from June 6 to June 9, 1985.

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD STREET FESTIVAL
AT SPECIFIED LOCATION.

A proposed order authorizing and directing the Commissioner of Public Works to issue a permit to the Bryn Mawr Broadway Ridge Merchants Association, Incorporated for the purpose of holding a street festival on West Bryn Mawr Avenue between North Broadway and North Kenmore Avenue on Sunday, June 9, 1985, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Foster and Kleiser to install a sign/signboard at 1112 West Bryn Mawr Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SPECIFIED
STREET FESTIVALS.

Two proposed orders authorizing and directing the Commissioner of Public Works to issue permits to the organizations listed for the purpose of holding specified street festivals, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Issue a permit to Howard/Paulina Development Corporation for a festival on West Howard Street between North Greenview and North Hermitage Avenues on Sunday, June 30, 1985; and

Issue a permit to Rogers Park Business Development Corporation for a festival on North Clark Street between West Morse and West Touhy Avenues on Sunday, August 18, 1985.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

A proposed order authorizing and directing the Commissioner of Public Works to grant permission to the Northtown Chamber of Commerce for the purpose of holding a sidewalk sale on both sides of West Devon Avenue and adjacent streets (from West Devon to the first alleys north and south thereof) between North Damen Avenue and North Kedzie Avenue for the period from July 18 to July 21, 1985, which was *Referred to the Committee on Beautification and Recreation*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN DAVIS (29th Ward):

Neighborhood Housing, 749 N. Central Avenue -- for renovating structure on the premises known as 701-709 N. Central Avenue and 5700-5716 W. Race Street.

BY ALDERMAN DAMATO (37th Ward):

Ella Flagg Young School, 1434 N. Parkside Avenue -- for rehabilitation of premises by Hire Construction Co., Inc. 5639-5641 W. Diversey Avenue.

BY ALDERMAN LAURINO (39th Ward):

John M. Palmer Elementary School, 5051 N. Kenneth Avenue -- for rehabilitation work and construction by Hire Construction Company, 5939 W. Diversey Avenue on the premises known as 5051 N. Kenneth Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital -- for renovating the 17th floor of the Wesley Pavilion on the premises known as 250 E. Superior Street.

Northwestern Memorial Hospital -- for installation of additional elevators on the premises known as 250 E. Superior Street.

BY ALDERMAN OBERMAN (43rd Ward):

Francis Parker School -- for remodeling of existing structure on the premises known as 330 W. Webster Street.

LICENSE FEE EXEMPTIONS:**BY ALDERMAN ROTI (1st Ward):**

Abla Day Care/Head Start Center, 1342 S. Racine Avenue.

B. E. Gentry Day Care Center, 2326 S. Dearborn Street.

BY ALDERMAN RUSH (2nd Ward):

Chicago Housing Authority Horizon House Head Start, 3542 S. State Street.

BY ALDERMAN TILLMAN (3rd Ward):

Firman Community Services Day Care Center, 37 W. 47th Street.

Robert Taylor South Day Care Center for New Horizons, Inc., 5140 S. Federal Street.

BY ALDERMAN EVANS (4th Ward):

Chicago Housing Authority Washington Park Day Care Center, 1130 E. 42nd Street -- Apt. 109-110/West.

Chicago Housing Authority Washington Park Day Care Center, 1130 E. 42nd Street -- Apt. 101-102/East

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Nursery, 4600 S. McDowell Avenue.

BY ALDERMAN SHEAHAN (19th Ward):

The Beverly Montessori School, 9916 S. Walden Parkway.

BY ALDERMAN NARDULLI (26th Ward):

Onward Neighborhood House Day Care Center, 600 N. Leavitt Street.

BY ALDERMAN DAVIS (27th Ward):

Beacon Neighborhood House Head Start Center, 2540 W. Jackson Boulevard.

Chase House Inc. Day Care Center Class 1, 211 S. Ashland Avenue.

Henry Horner Day Care Center, 123 N. Hoyne Avenue.

Lutheran Family Mission Day Care Center, 855 N. Monticello Avenue.

Rockwell Gardens Day Care Center, 150 S. Western Avenue.

The Salvation Army Midwest Head Start Day Care Center, 20 S. Campbell Avenue.

BY ALDERMAN SANTIAGO (31st Ward):

The Salvation Army Incarnation Head Start, 1345 N. Karlov Avenue.

BY ALDERMAN MELL (33rd Ward):

Casa Central Day Care Center, 2610 N. Francisco Avenue.

BY ALDERMAN FROST (34th Ward):

Messiah Development Institute, 10400 S. Halsted Street.

BY ALDERMAN BANKS (36th Ward):

Noah's Ark Pre-School, 3101 N. Parkside Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Presbyterian Church of Norwood Park Day Care Center, 5849 N. Nina Avenue.

BY ALDERMAN NATARUS (42nd Ward):

St. Matthew Headstart/Day Care Center, 1000 N. Orleans Street.

BY ALDERMAN OBERMAN (43rd Ward):

Parkwest Cooperative Nursery School, 2335 N. Orchard Street.

BY ALDERMAN ORBACH (46th Ward):

Christopher House Day Care Center, 850 W. Eastwood Avenue.

Jane Addams Sheridan Day Care Center, 912 W. Sheridan Road.

Uptown Family Care West, 4520 N. Beacon Street.

BY ALDERMAN STONE (50th Ward):

Torah Tos Inc., 6350 N. Whipple Street

Virginia Frank Child Development Center, 3033 W. Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:**BY ALDERMAN NARDULLI (26th Ward):**

Inner City Impact, 2704 W. North Avenue -- elevator inspection.

BY ALDERMAN W. DAVIS (27th Ward):

Chicago Youth Centers, 611 W. Adams Street -- elevator inspection.

BY ALDERMAN D. DAVIS (29th Ward):

Austin Messiah Lutheran Church, 900 N. Waller Avenue -- boiler/fuel burning equipment inspection.

BY ALDERMAN MELL (33rd Ward):

Lutheran Day Nursery, 1802 N. Fairfield Avenue -- elevator inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home, 6015 N. Nina Avenue -- driveway inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, 2035 N. Lincoln Avenue -- parking sign and surcharge inspections.

BY ALDERMAN VOLINI (48th Ward):

Winthrop Towers, 4848 N. Winthrop Avenue -- building inspection.

WATER RATE EXEMPTION:**BY ALDERMAN BLOOM (5th Ward):**

The University of Chicago, 5608-5642 S. Stony Island Avenue.

REFUND OF FEES:

BY ALDERMAN DAMATO (37th Ward):

Action Community Coalition Child Care Center, 5251 W. North Avenue -- Refund of Day Care License for the amount of \$75.00.

BY ALDERMAN BURKE (14th Ward):

Irene Pukula, 2145 W. 50th Street -- Refund portion of vehicle sticker.

WAIVER OF FEE:

ALDERMAN STONE (50th Ward):

Council for Jewish Elderly and Day Service Center, 2809 Jarvis Avenue -- installation of sign.

APPROVAL OF JOURNAL
OF PROCEEDINGS.

JOURNAL (January 23, 1985).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, January 23, 1985, as follows:

Page 12748 -- by deleting the sub-section designation "(h)" appearing in the tenth line from the bottom of the page and inserting the sub-section designation "(i)" in lieu thereof.

The motion *Prevailed*.

JOURNAL (April 25, 1985).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, April 25, 1985 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* the said printed Official Journal as follows:

Page 15544 -- by deleting the Committee designation "Economic Development" appearing in the sixteenth line from the top of the page and inserting the Committee designation "Finance" in lieu thereof.

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal *As Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**CHICAGO ZONING ORDINANCE AMENDED BY RECLASSIFYING
AREA SHOWN ON MAP NO. 3-F.**

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning deferred and published in the Journal of the Proceedings of March 20, 1985, pages 14677 thru 14683, recommending that the City Council pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 3-F.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development No. 157 symbols and indications as shown on Map No. 3-F in the area bounded by:

a line 599.5 feet north of and parallel to W. Goethe Street; the alley next east of N. Clark Street; W. Division Street; N. LaSalle Street; a line 105.5 feet north of and parallel to W. Division Street; the alley next east of N. LaSalle Street; the alley next north of W. Division Street; and North Clark Street,

to the designation of a Residential-Business Planned Development No. 157, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Residential-Business Planned Development printed
on pages 16481 thru 16486 of this Journal.]

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

Vote Reconsidered -- CONCERNING REPEAL OF CHAPTER
200.5 OF MUNICIPAL CODE, "ALCOHOLIC
BEVERAGE TAX".

Alderman Vrdolyak moved to reconsider the vote by which the ordinance repealing Chapter 200.5 of the Municipal Code, the "Alcoholic Beverage Tax" passed at the regular meeting of the City Council held on April 18, 1985.

During debate, Alderman Henry moved the previous question. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Henry, W. Davis, Smith, D. Davis, Frost, Oberman -- 16.

Nays -- Aldermen Roti, Bloom, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Orr, Stone -- 30.

Thereupon, on motion of Alderman Vrdolyak, the motion to reconsider *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Stone -- 28.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Orr -- 19.

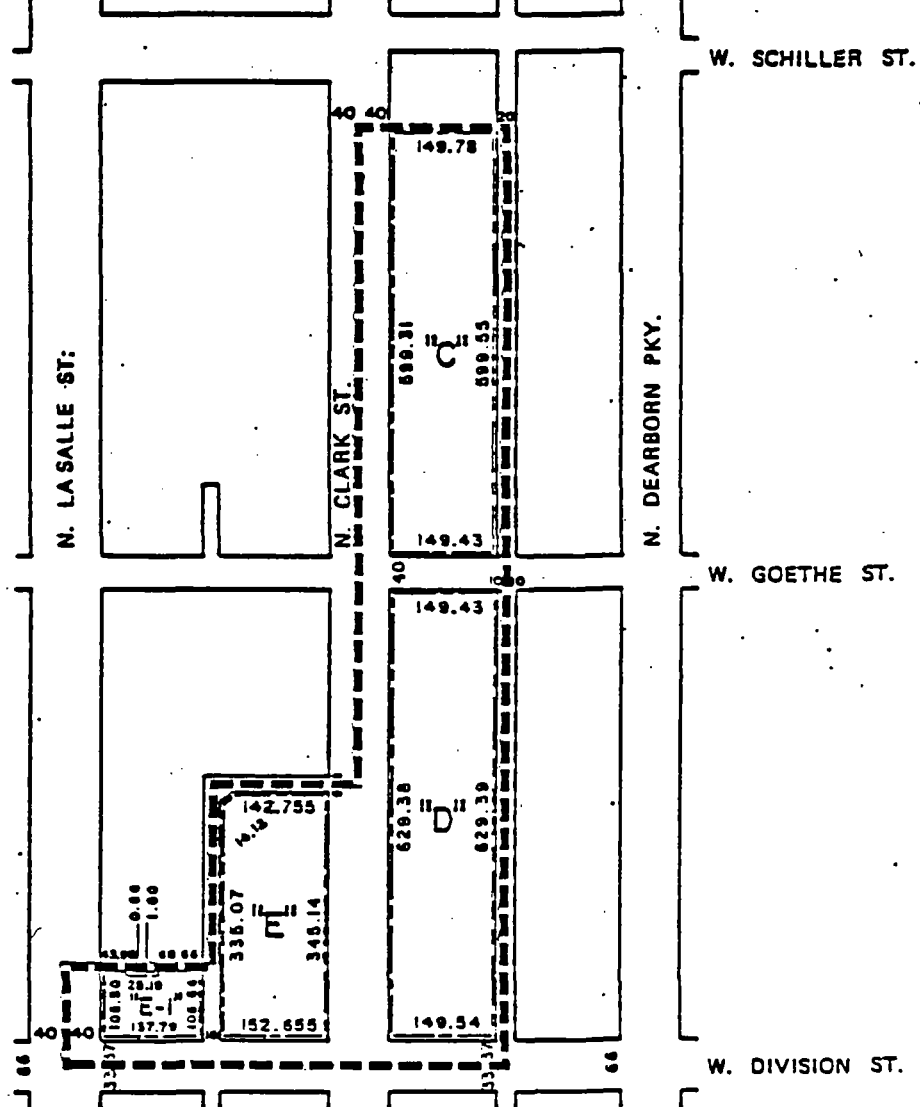
The Chair then stated "*Shall the ordinance pass notwithstanding the Mayors' veto?*"

The question being put, the Mayors veto was *Sustained* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Sheahan, Stemberk, Krystyniak, Marzullo, Nardulli, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Stone -- 28.

(Continued on page 16487)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO.157, AS AMENDED -
PROPERTY, LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND



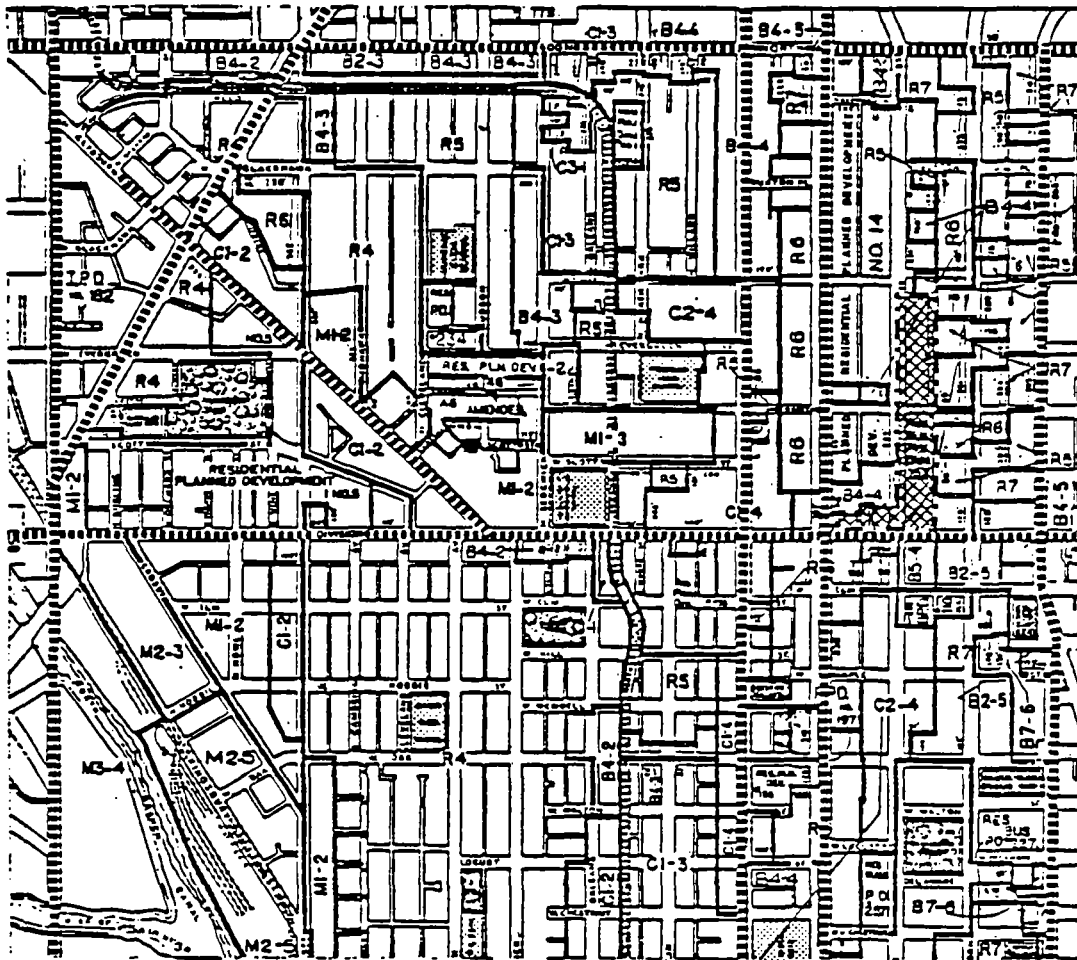
PLANNED DEVELOPMENT BOUNDARY

NORTH - LA SALLE DISPOSITION PARCELS "E-1", "E", "D" AND "C"

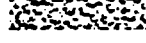
APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO

DATE: SEPTEMBER 18, 1984

**RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT NO. 157,
AS AMENDED
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM**



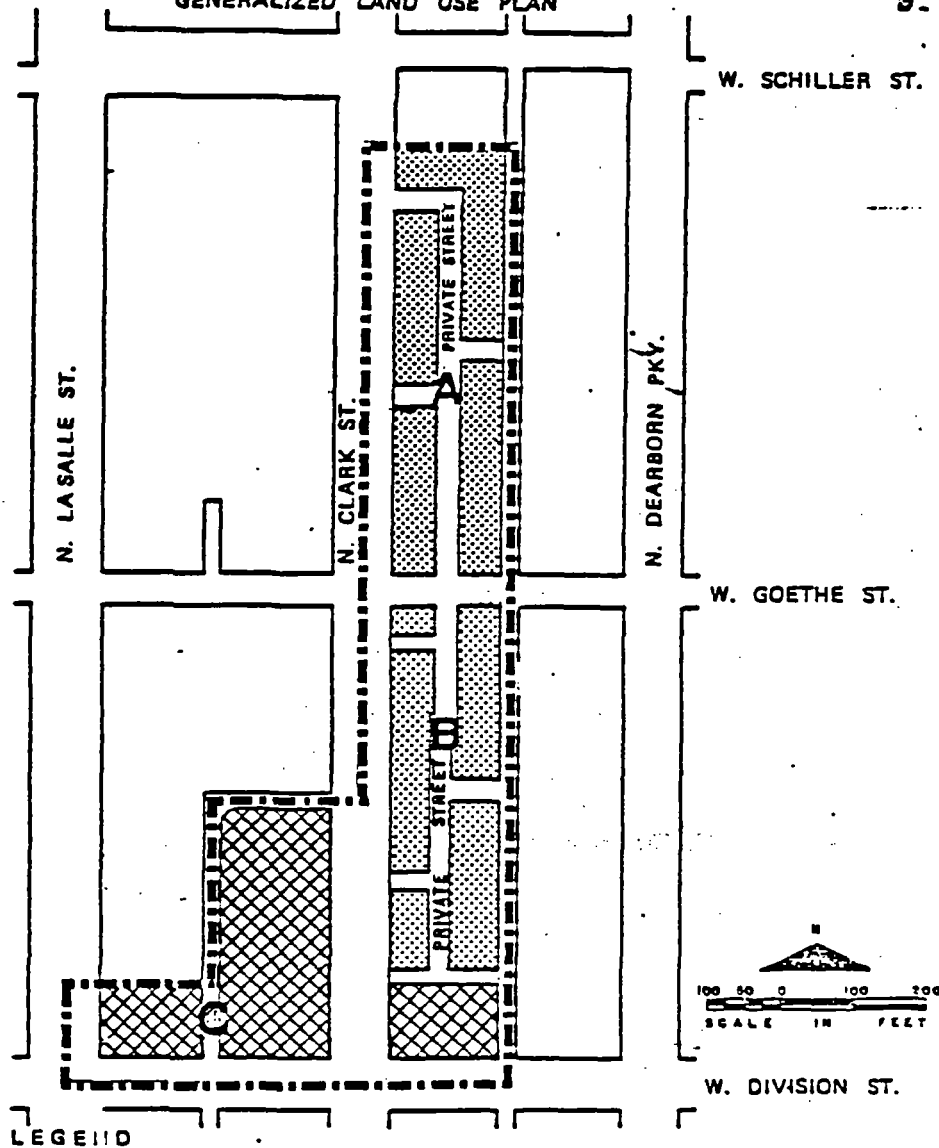
LEGEND

-  RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET
-  PARK AND PLAYGROUNDS
-  PUBLIC AND QUASI-PUBLIC FACILITIES



APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
DATE: SEPTEMBER 18, 1984

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO.157, AS AMENDED
GENERALIZED LAND USE PLAN



LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- ▨ TOWNHOUSE STRUCTURES
- ▩ COMMERCIAL RETAIL BUSINESS, OFFICE & RELATED
OFF-STREET PARKING AND LOADING

A SUB AREA

APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO

DATE: SEPTEMBER 18, 1984

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. 157, AS AMENDED
PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATA

Sub-Area	NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NUMBER OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM PER CENTAGE OF LAND COVERAGE
	Feet	Acres				
A	89,675	2.06	Townhouses	50	1.10	40%
B	76,140	1.75	Townhouses, in- cluding pool & off-street parking	43	2.20	55%
C	85,111	1.95	Commercial, Retail, Business & Office and related off-street parking and loading	0	1.05	60%
Total	250,926	5.76		93	1.30	57%

GROSS SITE AREA = NET SITE AREA + AREA OF PUBLIC STREETS AND ALLEYS

365,902.71 sq. ft. 250,926 sq.ft. 114,976.71 sq. ft.

MAXIMUM PERMITTED F.A.R. FOR THE TOTAL DEVELOPMENT: 1.3

MAXIMUM NUMBER OF DWELLING UNITS: 93

MAXIMUM PERCENT OF LAND COVERED FOR THE TOTAL DEVELOPMENT: 57%

MAXIMUM BUILDING HEIGHT (EXCLUSIVE OF MECHANICAL PENTHOUSE): 46 feet

MINIMUM NUMBER OF OFF-STREET PARKING SPACES:

Residential: 100% for dwelling units constructed
Business : West of Clark St. = 70 spaces
East of Clark St. = 0 spaces

MINIMUM NUMBER OF OFF-STREET LOADING SPACES:

West of Clark Street: In conformance with 84-4 Restricted Service
District Requirements
East of Clark Street: In Sub-Area "C", one space 25' X 10'

APPLICANT: CITY OF CHICAGO, DEPARTMENT OF HOUSING

DATE : SEPTEMBER 18, 1984

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. 157, AS AMENDED.

1. The area delineated herein as "Residential-Business Planned Development No. 157" is controlled by the City of Chicago, Department of Urban Renewal. Disposition Parcel "D" was approved for sale to Michael L. Supera by the City Council on May 30, 1984.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development as authorized by the Chicago Zoning Ordinance.
3. Any dedication or vacation of streets and alleys, or adjustment of rights-of-way, shall require a separate submittal on behalf of the applicant or its successors.
4. All applicable reviews, approvals, permits or licenses are required to be obtained by the applicant or its successors.
5. Service drives or any other vehicular ingress or egress, including fire or emergency lanes, shall be adequately designed and paved in accord with the published regulations of the Bureau of Traffic Engineering and Operations and the Municipal Code of Chicago. There shall be no parking within such paved areas.
6. Use of land will consist of townhouses; recreational facilities, including a swimming pool; retail business and office and related uses; and off-street parking and loading. Business and identification signs shall be permitted subject to the approval of the Commissioner of Planning.
7. The following information sets forth data concerning the property included in this Planned Development including a table of use and bulk controls and data and a generalized land use plan (site plan) illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of the Department of Planning.

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DATE : SEPTEMBER 18, 1984

Business uses in that part of Sub-Area "C" lying east of N. Clark Street shall be limited to those uses permitted in the B2 Restricted Retail District Classification. However, game rooms, fast food restaurants, Drug stores, taverns and liquor stores shall not be permitted. Total development in said area, including basement, if any, and excluding roof top mechanical space or structures shall not exceed 53575 square feet, and shall not occupy more than 75 percent or 13460 square feet of said site.

All ground floor business uses shall be restricted to a maximum floor area of 6,250 square feet except in the instance of a use by a financial institution in the nature of a savings & loan association or bank.

Any restaurant use, other than the prohibited fast food type restaurant, shall be restricted not only by the ground floor limitation of 6,250 square feet but that said limitation as far as restaurant use shall also apply to any restaurant to be located above the ground floor on any floor of the proposed four-story commercial structure.

SETBACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHERE NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING, CITY AND COMMUNITY DEVELOPMENT.

APPLICANT: CITY OF CHICAGO, DEPARTMENT OF HOUSING
DATE: September 18, 1984
AMENDED: March 19, 1985

(Continued from page 16480)

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, Henry, W. Davis, Smith, D. Davis, Frost, Natarus, Orr - 19.

**AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS
AT SPECIFIED LOCATIONS.**

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 March 27, 1985, pages 14847-14848, recommending that the City Council pass two proposed orders authorizing the installation of water mains at specified locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Frost, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Stone -- 43.

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:

W. Carroll Avenue from N. Clark Street to N. LaSalle Street, 300 feet of 12-inch ductile iron water pipe in W. Carroll Avenue from N. Clark to N. LaSalle Streets at the total estimated cost of \$67,000.00, charged to Reimbursable Funding Deposit Number (03546).

The above work is to be done under Order No. A-00019.

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

E. 95th Street from S. State Street to Stony Island Avenue, 1,990 feet of 8-inch ductile iron water pipe in E. 95th Street from S. Cottage Grove Avenue to S. Woodlawn Avenue at the total estimated cost of \$468,474.16, charged to the Illinois Department of Transportation.

The above work is to be done under Order No. A-00025.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Alderman Evans, called the Council's attention to the presence of the 11 students from Hales Franciscan High School accompanied by Mr. Leon Lenell.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday the fifteenth (15th) day of May, 1985, at 10:00 A.M. be and the same is hereby fixed to be held on Wednesday, the twenty-ninth (29th) day of May, 1985, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to Alderman Eugene Sawyer, President Pro Tem.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Walter K. Knorr, City Comptroller, under date of May 13, 1985, which read as follows:

Transmitted herewith twenty-four (24) sealed bids. These bids were submitted in response to advertisement for the "Adjacent Neighbor Land Acquisition Program" which was authorized by ordinance passed March 6, 1981, pg. 5579, C.J. as amended July 23, 1982, pgs. 11830-33, C.J. as amended January 7, 1983, pgs. 14803-05, C.J. for the sale of City-owned property.

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

The following is a summary of said bids:

3318 West Adams Street.

Lenora Marble, 3320 West Adams Street, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (register check);

1321 West Ancona Street.

John J. Spilotro, 1323 West Ancona Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check);

1356 North Artesian Avenue.

Clifton Grillier, 1358 North Artesian Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check);

2123 West Dickens Avenue.

Martin Charo, 2119 West Dickens Avenue, Chicago, Illinois 60647: Amount bid and deposit check \$305.00 (register check);

1745 North Drake Avenue.

James and Phyllis Wagner, 1743 North Drake Avenue, Chicago, Illinois 60647: Amount bid and deposit check \$310.00 (cashier's check);

5134 South Emerald Avenue.

Ehzora Schaffer, 5138 South Emerald Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (personal money order);

5213 South Emerald Avenue.

Dorothy and Sam Love, 5211 South Emerald Avenue, Chicago, Illinois 60609: Amount bid and deposit check \$300.00 (cashier's check);

1301 West Erie Street.

Nicolas and Agustina Almanza, 1303 West Erie Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check);

10437 South Hoxie Avenue.

Elijah Crawley, Jr. and Luevertra Crawley, 10439 South Hoxie Avenue, Chicago, Illinois 60617: Amount bid and deposit check \$300.00 (cashier's check);

1020 North Kedzie Avenue.

Oscar Bermea and Thomas Zoroya, 1016 North Kedzie Avenue, Chicago, Illinois 60651: Amount bid and deposit check \$360.00 (cashier's check);

Alfred Holmes, 1022 North Kedzie Avenue, Chicago, Illinois 60651: Amount bid and deposit check \$300.00 (register check);

1741 North Kedzie Avenue.

LaVern E. Tietjen, 1743 North Kedzie Avenue, Chicago, Illinois 60647: Amount bid and deposit check \$311.00 (cashier's check);

1638 North Kimball Avenue.

Edward N. and Esther L. Mohr, 1634-36 North Kimball Avenue, Chicago, Illinois 60647: Amount bid and deposit check \$1,000.00 (cashier's check);

6726 South May Street.

Laura Anderson and Chris Ethel Curtis, 6728 South May Street, Chicago, Illinois 60621: Amount bid \$303.00, deposit check \$30.30 (cashier's check);

1747 North Mozart Street.

Enrique and Juana Reys, 1743 North Mozart Street, Chicago, Illinois 60647: Amount bid and deposit check \$500.00 (certified check);

5933 South Parnell Avenue.

James C. and Juanita Powell, 5935 South Parnell Avenue, Chicago, Illinois 60621: Amount bid \$300.00, deposit check \$30.00 (certified check);

866 North Paulina Street.

Thomas F. Piecuch, 864 North Paulina Street, Chicago, Illinois 60622: Amount bid and deposit check \$500.00 (cashier's check);

Gary Joseph Fuller, Sr. and Josephine R. Fuller, 868 North Paulina Street, Chicago, Illinois 60622: Amount bid \$310.00, deposit check \$31.00 (cashier's check);

3722 West Polk Street.

Climmie and Audrey Bibbs, 3718 West Polk Street, Chicago, Illinois 60624: Amount bid and deposit check \$300.00 (cashier's check);

2734 West Potomac Avenue.

Carmen Classen, 2732 West Potomac Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (cashier's check);

1802 North Sawyer Avenue.

Jose Garcia, 1804 North Sawyer Avenue, Chicago, Illinois 60647: Amount bid and deposit check \$300.00 (cashier's check);

1701 North Washtenaw Avenue.

Daniel and Mercedes Rios, 1703 North Washtenaw Avenue, Chicago, Illinois 60647: Amount bid and deposit check \$300.00 (money order);

1740 North Whipple Street.

William R. McQuiston and Charles J. Crundwell, 1742 North Whipple Street, Chicago, Illinois 60647: Amount bid and deposit check \$300.00 (cashier's check);

923 West 53rd Street.

Diana R. Washington, 925 West 53rd Street, Chicago, Illinois 60609: Amount bid and deposit check \$327.00 (personal money order).

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, May 29, 1985, at 10:00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in black ink, reading "Walter S. Kozubowski". The signature is written in a cursive style with a large, looped initial "W".

WALTER S. KOZUBOWSKI,
City Clerk.