

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

Regular Meeting—Wednesday, April 16, 1986

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Aldermen Vrdolyak, Laurino and Oberman.

Call to Order.

On Wednesday, April 16, 1986 at 11:50 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Quorum present.

Invocation.

Reverend Henry O. Hardy of The Cosmopolitan Community Church opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Placed on File -- MAYORAL APPOINTMENTS OF VARIOUS
INDIVIDUALS AS MEMBERS OF BOARD
OF ETHICS.

Honorable Harold Washington, Mayor, submitted the following communication, which was
Placed on File:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 16, 1986.

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

LADIES AND GENTLEMEN -- I have appointed the following people as members of the Board of Ethics:

Rev. Donald Benedict

Rev. Harry Gibson

Nola Hicks

Janet Malone-Morrow

Beatrice Pizana

Carl Shier

I submit this communication for your information.

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

Referred -- WITHDRAWAL OF MAYORAL APPOINTMENT OF
MR. JOHN P. AHERN AS MEMBER OF BOARD OF
CHICAGO HOUSING AUTHORITY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, *Referred to the Committee on Housing and Neighborhood Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 16, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of John P. Ahern as a member of the Board of the Chicago Housing Authority submitted to the City Council on September 6, 1984.

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

Referred -- WITHDRAWAL OF MAYORAL APPOINTMENT OF
MS. DOROTHY MC CONNER AS MEMBER OF BOARD OF
DIRECTORS OF CHICAGO PUBLIC LIBRARY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, *Referred to the Committee on Municipal Institutions*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 16, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Dorothy McConner as a member of the Board of Directors of the Chicago Public Library submitted to the City Council on February 26, 1986.

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

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

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

Placed on File -- APPROVAL BY CHICAGO PLAN COMMISSION
AND DEPARTMENT OF PLANNING OF
CERTAIN PROPOSALS.

Copies of resolutions adopted by the Chicago Plan Commission on April 10, 1986, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department of Housing, City Real Estate Section
Disposition of Vacant City-Owned Properties.*

Referral Number	Address
86-055-02	9136 South Burley Avenue
86-056-02	9142 South Burley Avenue
86-060-02	24 properties located 4600 South in the vicinity of South Lake Park Avenue and South Woodlawn Avenue

Referral Number	Address
86-061-02	1845 North Sheffield Avenue
86-062-02	1307 North Damen Avenue
86-063-02	2946 West Roosevelt Road
86-064-02	5710-5712 South Loomis Street
86-065-02	7914-7924 South Phillips Avenue
86-066-02	535 West 103rd Street

Department of Public Works.

Referral Number	Project
86-057-06	Harrison Street Improvement, Desplaines Street to State Street

Department of Urban Renewal.

Referral Number	Project
86-058-08	Amendment No. 1 to the 87th-Mackinaw Redevelopment Plan

Department of Law.

Referral Number	Project
86-067-21	Transfer of City-owned property (Auto Pound) located in the vicinity of West 31st Street and South California Avenue to Cook County

Public Building Commission of Chicago.

Referral Number	Project
86-048-21	West Side Technical Institute, 28th Street and South Western Avenue

Placed on File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF MARCH, 1986.

The City Clerk transmitted the following report received from Ronald D. Picur, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 29255 of this Journal.]

4/16/86

COMMUNICATIONS, ETC.

29255

PERSONAL SERVICES PAID BY VOUCHER FOR MARCH 1986

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/H	MAR. 1986
Miceli, Brian	4418 W. Wilson	Consumer Services	Farmers' Mkt. Asst. Mgr.	100	\$ 5.50	Settlement	\$ 63.00
Boyd, Bishop	6721 S. Union	Fire	Fireman	"	7,421.03	"	7,421.03
Dougherty, Thomas	3803 N. Bell	"	"	"	6,276.46	"	6,276.46
Gaul, Edward	10445 S. Ave E	"	"	"	7,421.03	"	7,421.03
Kravitz, Howard	1854 N. Rutherford	"	"	"	253.47	"	253.47
Lasco, Samuel	6242 W. Belmont	"	"	"	6,276.46	"	6,276.46
Moran, Donald	10505 S. Greenbay	"	"	"	8,324.00	"	8,324.00
Myslinski, Walter	7146 W. 51	"	"	"	7,152.80	"	7,152.80
O'Boyle, William	9015 S. Hamilton	"	"	"	9,067.75	"	9,067.75
Schulz, Steven	6312 W. Grace	"	"	"	181.05	"	181.05
Taylor, John	10620 S. Hamlin	"	"	"	10,240.80	"	10,240.80
Wilson, Thomas	5834 S. Merrimac	"	"	"	7,254.12	"	7,254.12
Montgomery, James D.	6741 S. Constance	Law	Corp. Counsel	"	7,083.32	"	7,083.32
Waits, Felicia	5636 S. Hoyne	Mayor's Ofc.	"	200	15,072.00	P/Y	1,159.40
Fitzgerald, Daniel	1121 S. State	Police	Policeman	100	2,380.50	B/P	2,380.50
Hayes, Raymond L.	1052 N. Keystone	"	"	"	23,825.38	"	23,825.38
Rourke, Cornelius	1121 S. State	"	"	"	7,318.42	"	7,318.42

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on April 9, 1986, 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 April 16, 1986, 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 9, 1986, 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:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in duplicate) 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:

American Broadcasting Companies, Inc. -- to classify as a Communications Planned Development by supplementing all the B7-7 General Central Business District symbols and indications as shown on Map No. 1-F in the area of

190 North State Street;

James and Carol Murphy -- to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 9-G bounded by

West Waveland Avenue; the alley next east of and parallel to North Sheffield Avenue; a line 50 feet south of and parallel to West Waveland Avenue; and North Sheffield Avenue.

Referred -- 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:

Aguillard Ruth M.; Allstate Ins. Co. (2) Craig Carmany and Roy Jones, Aniol Joe;
Baader Ronald P., Bates Susie A., Benjamin Sharon, Buchanan Virgil F.;
Crown Metal Mfg. Co.;
Deloney Joyce, Downs Duane, Dunne James J.;
Economy Fire and Casualty Co. and Arthur Marks, Economy Service, Inc.;
Glenn Lucy;
Harris Alex;
Kane Adrienne, Kavana Kenneth, Kolar Jerry, Krzyzanowski Stella;
Limsui Mei (Real Estate Inv. Co.), L & M Electric Co.;
Maczak Leonard, Mandel Metals, Inc., Matela Lois S.;
Ada S. McKinley Group Homes;
Ortiz Cruz, Owens Frank;
Polk Reuben Jr.;
Safeway Ins. Co. and Debra Watkins, Smith Milton, Solano Concepcion, Soils Martha,
State Farm Ins. Co. and Walter Buehler;
Ukrainian Publishing, Urbanek Florence;
Williams A. D.;

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

CITY COMPTROLLER DIRECTED TO ISSUE VOUCHER IN
ACCORDANCE WITH 1986 APPROPRIATION
ORDINANCE FOR EDISON PARK
CHAMBER OF COMMERCE.

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 is directed to issue a voucher in accordance with the 1986 Appropriation Ordinance (Account 100-9112-838) for the Edison Park Chamber of Commerce in the amount of \$15,000.00 to provide technical assistance to area businesses. The Department of Economic Development is hereby instructed to monitor the activities of Grantee authorized by this ordinance and to audit the expenditure of funds authorized by this ordinance.

SECTION 2. This ordinance shall take effect upon its due passage.

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

Yeas -- Aldermen Rush, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

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

CITY COMPTROLLER DIRECTED TO ISSUE VOUCHER
IN ACCORDANCE WITH 1986 APPROPRIATION
ORDINANCE FOR NORWOOD PARK
CHAMBER OF COMMERCE.

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 is directed to issue a voucher in accordance with the 1986 Appropriation Ordinance (Account 100-9112-838) for the Norwood Park Chamber of Commerce in the amount of \$15,000.00 to provide technical assistance to area businesses. The Department of Economic Development is hereby instructed to monitor the activities of Grantee authorized by this ordinance and to audit the expenditure of funds authorized by this ordinance.

SECTION 2. This ordinance shall take effect upon its due passage.

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION AND DELIVERY OF
CONSENT RELATING TO INDUSTRIAL REVENUE BOND FOR
2720 NORTH PAULINA LIMITED PARTNERSHIP PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution and delivery of a Consent relating to an Industrial Revenue Bond for the 2720 North Paulina Limited Partnership Project.

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, Pursuant to its home rule powers, Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended, and an ordinance duly adopted by the City Council of the Issuer on December 9, 1983, the Issuer issued its Industrial Development Revenue Bond (2720 North Paulina Limited Partnership Project) in the principal amount of \$2,000,000, dated December 30, 1983 (the "Bond"), for the purpose of financing certain facilities (the "Project") to be owned in part by 2720 North Paulina Limited Partnership, an Illinois limited partnership (the "Company"), and in part by Silvestri Corporation, an Illinois corporation (the "Guarantor"), to be used by the Guarantor and to be located in the City of Chicago, Illinois; and

WHEREAS, The Company now wishes to transfer legal title to that portion of the Project which the Company owns to American National Bank and Trust Company of Chicago, not individually but as trustee under trust agreement dated March 27, 1986 and known as Land Trust No. 67013 (the "Land Trust"); and

WHEREAS, The sole beneficiary of the Land Trust is and will be the Company, and the Guarantor will continue to use the Project; and

WHEREAS, Under the provisions of the Loan Agreement dated as of October 1, 1983, by and between the Issuer and the Company (the "Agreement"), the Company covenanted not to transfer title to any portion of the Project; and

WHEREAS, Under the provisions of the Mortgage and Security Agreement dated as of October 1, 1983, from the Company and the Guarantor to the Issuer (the "Mortgage"), the terms of the Agreement are incorporated by reference, and any waiver of compliance with any such covenant must be in writing and must be executed by, among others, the Issuer; and

WHEREAS, A form of Consent (the "Consent") relating to the transfer of the legal title to a portion of the Project from the Company to the Land Trust has been presented to the City Council of the Issuer; and

WHEREAS, It is now desirable for the Issuer to enter into the Consent; now, therefore,

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

SECTION 1. The transfer of the portion of the Project from the Company to the Land Trust (of which the Company is and will be the sole beneficiary) is hereby authorized, approved and confirmed.

SECTION 2. The Consent in substantially the form in which the same has been presented to the City Council of the Issuer is hereby approved by such City Council, and is in all respects authorized, approved and confirmed. The Mayor or the City Comptroller of the Issuer is hereby authorized, empowered and directed to execute the Consent for and on behalf of the Issuer, and the Mayor or the City Comptroller is hereby authorized, empowered and directed to deliver the Consent, such Consent to be in substantially the same form as presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officer of the Issuer executing the same, his execution thereof to constitute conclusive evidence of his approval of any and all changes and revisions therein from the form of Consent presented to and approved by the City Council of the Issuer.

SECTION 3. The Mayor, the City Comptroller and the City Clerk of the Issuer, for and on behalf of the Issuer be, and each of them hereby is, authorized, empowered and directed to execute all papers, documents, certificates and other instruments and to do any and all things necessary to execute and deliver the Consent and to perform and realize any and all obligations, rights, accomplishments and purposes of the Issuer under the Consent and this Ordinance.

SECTION 4. If any section, paragraph, clause or provision of this Ordinance shall be deemed by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

SECTION 5. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk of the Issuer in appropriate form upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies of this Ordinance are to be made available in the office of the City Clerk for public inspection and distribution to members of the general public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Consent attached to this ordinance reads as follows:

CONSENT

2720 North Paulina Limited
Partnership
2720 North Paulina Street
Chicago, Illinois 60614

Silvestri Corporation
2720 North Paulina Street
Chicago, Illinois 60614

Gentlemen:

The undersigned hereby refer to (i) that certain Indenture of Trust dated as of October 1, 1983 (the "Indenture"), from the City of Chicago, Cook County, Illinois (the "Issuer") to Harris Trust and Savings Bank, as Trustee (the "Trustee") under which that certain Industrial Development Revenue Bond (2720 North Paulina Limited Partnership Project) of the Issuer in the original principal amount of \$2,000,000 (the "Bond") was issued; (ii) that certain Loan Agreement dated as of October 1, 1983 (the "Loan Agreement") between the Issuer and 2720 North Paulina Limited Partnership, an Illinois limited partnership (the "Borrower") and the Promissory Note of the Borrower issued thereunder (the "Note"); (iii) that certain Mortgage and Security Agreement dated as of October 1, 1983 (the "Mortgage") from the Borrower and Silvestri Corporation, an Illinois Corporation (the "Lessee") to the Issuer; (iv) that certain Assignment of Leases and Rents dated as of October 1, 1983 (the "Assignment of Rents") from the Borrower to the Issuer; (v) that certain Guaranty Agreement (the "Guaranty") dated as of October 1, 1983 from the Lessee to the Trustee; (vi) that certain Bond Purchase Agreement dated as of October 1, 1983 (the "Bond Purchase Agreement") by and among the Issuer, the Borrower and Harris Trust and Savings Bank, as Purchaser of the Bond (the "Purchaser"); and (vii) the ordinance adopted by the City Council of the Issuer on December 9, 1983 authorizing the issuance and sale of the Bond (the "Bond Ordinance"). The Indenture, Bond, Loan Agreement, Note, Mortgage, Assignment of Rents, Guaranty, Bond Purchase Agreement and Bond Ordinance are hereinafter collectively referred to as the "Bond Documents".

The Borrower has requested the Issuer, the Trustee and the Purchaser to consent to the transfer of the title to the real property described on Exhibit B to the Mortgage from the Borrower to an Illinois land trust of which the Borrower is and shall continue to be the owner of 100% of the beneficial interest therein (the "Trust") and the trustee of which is American National Bank and Trust Company of Chicago (the "Land Trustee") to which the Issuer, Trustee and Purchaser are agreeable on the following terms and conditions:

1. Subject to the conditions hereinafter set forth, the Issuer, Trustee and Purchaser hereby consent to the transfer of 100% of Purchaser's fee simple title in and to the Property to the Trust notwithstanding anything contained in the Bond Documents to the contrary and the undersigned hereby waive compliance with any provisions of the Bond Documents which would prohibit such a transfer and acknowledge that the indebtedness evidenced by the Bond and Note will not be accelerated on account of such transfer, of course, any future transfers of this property will require the consent of the undersigned.

2. The foregoing consent will not become effective until the Borrower shall execute and deliver to the Trustee a collateral assignment under land trust whereby the Borrower assigns 100% of the beneficial interest in the Trust to the Trustee as collateral security for the obligations of the Borrower under or in connection with the Note, the Bond and the other Bond Documents, such collateral assignment to be substantially in the form (with appropriate insertions) attached hereto as Exhibit A.

3. The Borrower and the Lessee hereby acknowledge and agree that notwithstanding the transfer of the Property to the Trust, they are and shall remain primarily liable on each of the Bond Documents to which they are a party including without limitation, the Note, the Mortgage, Assignment of Rents and the Guaranty and that neither such transfer nor the consent thereto herein contained shall affect or impair any rights and remedies of the Issuer, the Trustee or the Purchaser thereunder (as appropriate), any obligations of the Borrower and/or the Lessee thereunder nor any liens or security interests created or provided for thereunder, all of such to remain in full force and effect and shall not be affected, impaired or discharged thereby or hereby.

4. All references contained in the Mortgage to the "Mortgagor" shall be deemed to mean and include the Borrower and the Land Trustee collectively and also each individually, as to all grants, representations, warranties, covenants and agreements therein contained. All references contained in the Assignment of Rents to "Borrower" or "Assignor" shall be deemed to mean and include the Borrower and the Land Trustee collectively and also each individually, as to all grants, representations, warranties, covenants and agreements therein contained.

5. Except as otherwise specifically provided herein, each of the Bond Documents shall continue in full force and effect in accordance with their original terms. This Consent shall be governed by and construed in accordance with the laws of the State of Illinois.

Dated this _____ day of _____, 1986.

[Signature forms omitted for printing purposes.]

This instrument is executed by the undersigned, not personally but as Land Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such a Land Trustee (and said Land Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Mortgage, Assignment of Rents or in said Note or Bond contained shall be construed as creating any liability on said Land Trustee personally to pay the said Note or Bond or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Trustee, the Issuer and the Purchaser and by every person now or hereafter claiming any right or security hereunder, and that so far as said Land Trustee personally is concerned, the legal holder or holders of said Note or Bond and the owner or owners of any indebtedness accruing under the Bond Documents shall look solely to the premises conveyed by the Bond Documents for the payment thereof, by the enforcement of the liens hereby and thereby created, in the manner herein and in said Bond Documents provided or by action to enforce the personal liability of any guarantors of the indebtedness thereby secured or by realization on any other collateral for the indebtedness thereby secured.

In Witness Whereof, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, as of the day and year first above written.

[Signature forms omitted for printing purposes.]

ALLOCATION OF MOTOR FUEL TAX FUNDS AUTHORIZED FOR
NEW STREET CONSTRUCTION AT VARIOUS LOCATIONS.

The Committee on Finance submitted three proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing the allocation of Motor Fuel Tax Funds for new street construction at various locations.

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

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

*Allocation of Motor Fuel Tax Fund Authorized for New
Street Construction 1986-3, 86-06956-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Twenty-eight Thousand (\$128,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1986-3 M.F.T. Project No. 86-06956-00-PV, for the engineering of the following new streets:

S. Nashville Avenue	W. 61st Street to W. 60th Street;
S. Natchez Avenue	W. 61st Street to W. 60th Street;
S. Nagle Avenue	W. 61st Street to W. 60th Street;
S. Kilbourn Avenue	W. 55th Street north to the southerly R.O.W. line of the Indiana Harbor Belt R.R., approximately 750 feet;
S. Kilbourn Avenue	the north R.O.W. line of the Chicago & Western Indiana R.R. north to W. 53rd Street, approximately 360 feet;
W. 61st Street	S. Nashville Avenue to S. Narragansett Avenue;
W. 60th Place	S. Nashville Avenue to S. Natchez Avenue;
W. 56th Street	the east R.O.W. line of the Chicago & Western Indiana R.R. to the existing pavement east, approximately 140 feet;
W. 51st Street	S. Kenneth Avenue to S. Kostner Avenue;
W. 49th Street	the east P.L. of Archer Park, east to S. Kostner Avenue, approximately 140 feet.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. 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 6. 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 approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Fund Authorized for New
Street Construction 1986-1, 86-06952-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Two Hundred Twenty Thousand (\$220,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1986-1 M.F.T. Project No. 86-06952-00-PV, for the engineering of the following new streets:

S. Vanderpoel Avenue

W. 95th Street to W. 93rd Street;

S. Malta Street

W. 103rd Street to W. 99th Street;

S. Sangamon Street

W. 94th Street to W. 92nd Street;

S. Peoria Street

W. 97th Street to W. 96th Street;

W. 94th Street to W. 92nd Street;

W. 96th Street

S. Longwood Drive to S. Wood
Street;

S. Peoria Street to S. Green
Street;

W. 94th Street

S. Morgan Street to S. Sangamon
Street;

S. Peoria Street to S. Green
Street;

W. 93rd Street

S. Sangamon Street to S. Green
Street.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. 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 6. 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 approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Fund Authorized for New
Street Construction 1986-2, 86-06954-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Ninety-Five Thousand (\$95,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1986-2 M.F.T. Project No. 86- 06954-00-PV, for the engineering of the following new streets:

N. Pontiac Avenue

W. Irving Park Road to W.
Berteau Avenue;

N. Plainfield Avenue

W. Irving Park Road to W.
Berteau Avenue;

N. Pittsburgh Avenue

W. Irving Park Road to W.
Berteau Avenue.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said

improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. 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 6. 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 approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS
FOR VARIOUS NEW STREET CONSTRUCTION
PROJECTS.

The Committee on Finance submitted reports recommending that the City Council pass proposed ordinances transmitted therewith, amending the allocation of Motor Fuel Tax Funds for various new street construction projects.

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

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

*Amendment of Ordinance Providing for Expenditure
of Motor Fuel Tax Funds for Construction and
Engineering Authorized for New Street
Construction, 79-05037-00-PV.*

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

SECTION 1. That the ordinance passed by the City Council on October 16, 1984 and appearing on pages 10002, 10003 of the Council Journal, providing for the construction and engineering of M.F.T. Project No. 79-05037-00-PV be amended to increase the allocation of Motor Fuel Tax Funds from \$1,620,000.00 to \$1,825,000.00 so that Section 1 of said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Eight Hundred and Twenty- five Thousand Dollars (\$1,825,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1979-2 M.F.T. Project No. 79-05037-00-PV in the construction and engineering of the following new streets:

S. Harvard Avenue	W. 125th Street to W. 124th Street;
S. Princeton Avenue	W. 124th Street to W. 123rd Street;
S. LaSalle Street	from 297 feet south of W. 125th Street to W. 125th Street;
S. Perry Avenue	W. 125th Street to W. 124th Street;
S. Prairie Avenue	E. 119th Street to E. 117th Street;

S. Oglesby Avenue	E. 105th Street to E. 103rd Street; E. 101st Street to E. 100th Street;
S. Kingston Avenue	E. 94th Street to E. 93rd Street;
W. 124th Street	S. Stewart Avenue to S. Princeton Avenue;
E. 122nd Place	S. Michigan Avenue to S. Indiana Avenue;
E. 105th Street	S. Oglesby Avenue to S. Bensley Avenue.

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

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

*Amendment of Ordinance Providing for Expenditure
of Motor Fuel Tax Funds for Construction and
Engineering Authorized for New Street
Construction, 82-05047-00-PV.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15910, 15911 of the Council Journal, providing for the engineering of M.F.T. Project No. 82-05047-00-PV be amended to increase the allocation of Motor Fuel Tax Funds from \$140,000.00 to \$1,980,000.00 so that Section 1 of said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Nine Hundred and Eighty Thousand Dollars (\$1,980,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1982-6 M.F.T. Project No. 82-05047-00-PV for the construction and engineering of the following new streets:

S. Hamlin Avenue	W. 114th Place to W. 113th Street;
S. Ridgeway Avenue	W. 114th Street to W. 113th Street;
S. Lawndale Avenue	W. 114th Place to W. 113th Place;
S. Millard Avenue	W. 114th Place to W. 112th Place;

W. 114th Place	S. Hamlin Avenue to the west, to S. Central Park Avenue;
W. 114th Street	S. Hamlin Avenue to S. Ridgeway Avenue;
W. 113th Place	S. Lawndale Avenue to S. Millard Avenue;
W. 112th Place	S. Hamlin Avenue to S. Central Park Avenue.

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

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

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF KEDZIE AVENUE
BRIDGE OVER NORTH BRANCH OF CHICAGO
RIVER.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State project agreement for improvement of the Kedzie Avenue Bridge over the North Branch of the Chicago River; estimated costs of said project to total \$1,210,000.00

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the Kedzie Avenue Bridge over the North Branch of the Chicago River described therein, said agreement to be substantially in the following form:

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

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the Kedzie Avenue Bridge, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

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

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

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

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

Now Be It Therefore Resolved, The State Agrees:

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

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs:
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

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

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the partial reconstruction of the Kedzie Avenue Bridge over the North Branch of the Chicago River. The bridge's substructure will be partially removed and reconstructed using existing footings. The superstructure will be replaced in its entirety with a composite structure of steel stringers and a concrete deck.

The roadway will be widened. Existing approach roadway pavement, curbs, gutters and sidewalks will be replaced. Utility adjustments will be made. Pavement markings will be provided and all other appurtenances necessary to complete the project will be provided.
12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$1,100,000
Force Account Construction	100,000
Construction Engineering/Supervision	110,000
TOTAL:	\$1,210,000

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

Federal-Aid Share (IX) (85% of \$1,210,000)	\$1,028,500
Non-Federal Share (State) (15% of \$1,210,000)	181,500
TOTAL:	\$1,210,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$181,500, with any Non-Federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1989.

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

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds

under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractors or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and lease of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

[Signature forms omitted for printing purposes.]

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

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

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE
PROJECT AGREEMENT FOR IMPROVEMENT OF
NORTH AVENUE RAILROAD GRADE
SEPARATION AT SPECIFIED
LOCATION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State Project Agreement for the improvement of the North Avenue Railroad Grade Separation at 1450 West North Avenue; estimated costs of said project to total \$7,920,000.00.

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the replacement of the Chicago and North Western Railroad Grade Separation over North Avenue (1450 West) described therein, said agreement to be substantially in the following form:

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

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to replace the railroad grade separation over North Avenue (1450 West), hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

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

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

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

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

Now Be It Therefore Resolved, The State Agrees:

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

Now Be It Therefore Resolved, The City Agrees:

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

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

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the removal of the existing Chicago and North Western Railroad Company grade separation at North Avenue and its replacement with a new single span through girder structure.

This project will also include the lowering of the North Avenue roadway to provide a minimum vertical underclearance; the widening and/or reconstruction of North Avenue from the northbound Kennedy Expressway ramps to Elston Avenue; the reconstruction and resurfacing of the northbound Kennedy Expressway entrance and exit ramps at North Avenue; the reconstruction of a portion of Besly Court north of North Avenue and the resurfacing of a portion of Noble Avenue south of North Avenue. Driveways will be reconstructed. The intersection of Kennedy Expressway with North Avenue will be improved. Curbs, gutters, and sidewalks will be reconstructed. Sidewalk ramps for the handicapped and pavement markings will be provided. The existing 6-foot sewer will be rerouted and new curb inlets, pipes and manholes will be installed. Traffic signals will be modernized at the intersections of the northbound and southbound Kennedy Expressway ramps and North Avenue and all other appurtenances necessary to complete the Project will be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$6,000,000
Force Account Construction	300,000
Railroad Force Account Construction	900,000
Construction Engineering/Supervision	720,000
TOTAL:	\$7,920,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (IX)	
(85% of \$7,920,000)	\$6,732,000
Non-Federal Share (State)	
(15% of \$7,920,000)	1,188,000
TOTAL:	\$7,920,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$1,188,000, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1988.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

AUTHORITY GRANTED FOR INSTALLATION OF WATER
MAINS AT SUNDRY LOCATIONS.

The Committee on Finance submitted three 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 Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 68th Street between South Racine Avenue and South Laflin Street; 1,982 feet of 8-inch ductile iron water main at the total estimated cost of \$201,771.57 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A-00294.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South St. Louis Avenue from West 112th Place to West 113th Street; 480 feet of 8-inch ductile iron water main at the total estimated cost of \$58,150.86 chargeable to the Capital

Improvement Account Number 200-(7930) - - Construction. The above work is to be done under Order No. A-00293.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Thome Avenue from North Ridge Avenue to North Winchester Avenue and in North Winchester Avenue from West Thome Avenue to West Granville Avenue; 1,193 feet of 8-inch ductile iron water main at the total estimated cost of \$132,121.37 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A-00261.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS
AND REFUND OF FEE FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred April 9, 1986 sundry proposed ordinances and a proposed order transmitted therewith, authorizing the issuance of free permits and a refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and proposed order.

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

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

FREE PERMITS.

Feurich Construction Company.

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 Feurich Construction Company [General Contractor], 914 North Milwaukee Avenue, Wheeling, Illinois 60090 for renovation of basement areas on the premises known as the Kraft Building, 500 Peshtigo Court.

Said building shall be used exclusively for City of Chicago offices 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.

Ada S. McKinley Community Services.

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 Ada S. McKinley Community Services, 32 West Randolph Street, for rehabilitation of an existing structure [Dodge Building] on the premises known as 330 East 24th Street.

Said building shall be used exclusively for a workshop for the mentally retarded 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.

Northeastern Illinois University (Day Care Center).

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 Northeastern Illinois University, for electrical installations on the premises known as 4008 West Rosemont Avenue (Day Care Center).

Said building shall be used exclusively for day care center 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.

Northeastern Illinois University (Art Center).

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 Northeastern Illinois University, for electrical installations on the premises known as the Art Center, 5101 North Kimball Avenue.

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

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

Senior Citizens Senate.

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 Senior Citizens Senate, for the construction of a one-story storage and maintenance building, new parking lot, and for the installation of an emergency generator, on the premises known as 5801-G North Pulaski Road.

Said building shall be used exclusively for the Senior Citizens Senate 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.

Telshe Yeshiva Chicago.

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 Telshe Yeshiva Chicago, for the construction of a 2-story addition to existing structure on the premises known as 3535 West Foster Avenue.

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

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

REFUND OF FEE.

Telshe Yeshiva Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$2,125.25 to the Telshe Yeshiva Chicago, 3535 West Foster Avenue, representing payment of fee for Permit No. B-662836 for the construction of a 2-story addition to existing building at 3535 West Foster Avenue.

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 9, 1986 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Archdiocesan Latin American Committee 1300 South Wabash Avenue	P1-505234 (Boiler)	\$73.00
Catholic Theological Union 5326 South Cornell Avenue	A1-510490 (Elev.)	60.00
DePaul University (various locations)	A1-507112	60.00

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Name and Address	Warrant Number and Type of Inspection	Amount
	A1-507147	\$240.00
	A1-507176	30.00
	A1-507177	30.00
	A1-507178	30.00
	A1-507187	90.00
	A1-507201	30.00
	A1-507202	30.00
	A1-507213	30.00
	A1-505138	216.00
	A1-505175	156.00
	A1-505242	321.00
	A1-511772	216.00
	A1-511825	321.00
	A1-511751 (Elev.)	156.00
	B1-518167	92.00
	B1-518305	57.50
	B1-518304 (Bldg.)	46.00
	B2-562250	23.00
	B2-562369 (Revol. Doors)	23.00
	B4-500545	149.50
	B4-500546 (Bldg.)	46.00

Name and Address	Warrant Number and Type of Inspection	Amount
	P1-509167	\$253.00
	P1-509194	201.00
	P1-509323	302.00
	P1-509548	43.00
	P1-509549 (Boiler)	94.00
Ford City Sertoma 4343 West 83rd Street	B1-405416 (Bldg.)	23.00
Hyde Park Neighborhood Club 5480 South Kenwood Avenue	P1-413376	147.00
	P1-504974 (Fuel Burn. Equip.)	58.00
Medinah Temple 600 North Wabash Avenue	D4-695084 (Sign)	165.00
Northwestern Memorial Hospital (various locations)	A1-412533 (Elev.)	30.00
	B1-419742 (Bldg.)	103.50
Quigley Preparatory Seminary, North 103 East Chestnut Street	D4-595478 (Sign)	40.00
Saint Mel/Archdiocese of Chicago 22 North Kildare Avenue	A1-512920 (Elev.)	30.00
Schwab Rehabilitation Center 1401 South California Avenue	F5-400048 (Fuel Tank)	150.00
Twentieth Church of Christ, Scientist 6320 North Sacramento Avenue	F4-530344 (Mech. Vent.)	19.00
University of Chicago (various locations)	(Boiler and Water Heater)	130.00

Name and Address	Warrant Number and Type of Inspection	Amount
	Special Serv. Performed)	\$58.00 94.00 58.00

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHT
AT 4202 NORTH WINCHESTER 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 an "Alley Light" at the rear of 4202 North Winchester Avenue.

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

Yeas -- Aldermen Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, O'Connor, Natarus, Hansen, Orbach, Volini, Stone -- 36.

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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

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

[Regular orders printed on pages 29289 through 29298 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter received from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party order printed on page 29299 through 29303 of this Journal.]

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	THIRTEENTH DISTRICT	1/26/86	266.40
ADAMS	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/85	235.00
ADAMS	POLICE OFFICER	NINETEENTH DISTRICT	1/08/86	174.00
ADAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	1/04/86	143.50
AKINS JR	POLICE OFFICER	FOURTH DISTRICT	9/03/85	14.00
AUGLE	POLICE OFFICER	EIGHTEENTH DISTRICT	1/21/86	721.40
AVANT	POLICE OFFICER	FOURTH DISTRICT	9/05/85	104.50
AZARA	POLICE OFFICER	FIFTEENTH DISTRICT	1/18/86	98.65
BARASZKIEWICZ	POLICE OFFICER	FIFTEENTH DISTRICT	9/04/85	35.00
BARAJAS	POLICE OFFICER	NINTH DISTRICT	11/20/85	3426.43
BARNES	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/02/86	146.00
BAUTISTA	POLICE OFFICER	TENTH DISTRICT	1/27/86	69.00
BEDIA	POLICE OFFICER	RECRUIT TRAINING	1/08/86	40.00
BEUNARKIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	1/23/86	39.00
BENDEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/25/85	177.25
BEYER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/27/85	30.00
BICKEL	POLICE OFFICER	NINETEENTH DISTRICT	1/08/86	65.00
BLACMAN	POLICE OFFICER	THIRD DISTRICT	1/15/86	103.00
BOUZEANES	POLICE OFFICER	SECOND DISTRICT	1/25/86	98.00
BRODERDORF	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/03/86	268.00
BROGAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/04/86	91.00
BROWN	POLICE OFFICER	FOURTH DISTRICT	1/22/86	1276.00
BRUGGER	POLICE OFFICER	THIRTEENTH DISTRICT	1/19/86	185.00
BUICK	POLICE OFFICER	SEVENTH DISTRICT	1/19/86	387.75
BUNCH	POLICE OFFICER	SEVENTH DISTRICT	1/14/86	145.00
BURKART	POLICE OFFICER	YOUTH DIVISION AREA SIX	1/27/86	69.00
CALDWELL	POLICE OFFICER	ELEVENTH DISTRICT	1/27/86	60.00
CALHOUN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/22/85	180.00
CAMARENA	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	10/14/85	100.00
CAREY	POLICE OFFICER	TWENTIETH DISTRICT	1/26/86	163.90
CASEY	POLICE OFFICER	TENTH DISTRICT	1/06/86	63.00
CASTANEDA	POLICE OFFICER	NINTH DISTRICT	1/12/86	177.00
CIECHON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/15/85	2196.00
CLOTUSZYNSKI	POLICE OFFICER	SECOND DISTRICT	12/21/85	320.00
COONEY	POLICE OFFICER	THIRTEENTH DISTRICT	1/12/86	75.00
COX	POLICE OFFICER	FIFTH DISTRICT	1/17/86	18.00
CUMMINGS	POLICE OFFICER	TENTH DISTRICT	1/09/86	72.50
DALY	POLICE OFFICER	SEVENTH DISTRICT	10/26/85	703.00
DEVIGLEAR	POLICE OFFICER	TWENTIETH DISTRICT	8/18/85	90.00
DICKERSON	POLICE OFFICER	SECOND DISTRICT	12/25/85	2866.66
DIENETHAL	POLICE OFFICER	TWENTIETH DISTRICT	12/08/85	4920.20
DIXON	POLICE OFFICER	FIFTH DISTRICT	1/17/86	260.00
DORRANCE	POLICE OFFICER	NINTH DISTRICT	5/17/85	1700.00
DOYLE	POLICE OFFICER	TENTH DISTRICT	1/29/86	52.00
DURLINSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/19/85	200.00
DUNNE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/82	190.00
ECKSTROM	POLICE OFFICER	MARINE UNIT	3/13/84	90.00
FARLEY	POLICE OFFICER	FIRST DISTRICT	1/19/86	86.10
FELICIANO	POLICE OFFICER	NINETEENTH DISTRICT	10/05/85	125.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
***** FERNANDEZ	POLICE OFFICER	TENTH DISTRICT	1/27/86	212.00
FINNELLY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/22/85	3823.14
FITZMAURICE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/08/85	279.00
FRANKLIN	POLICE OFFICER	FIFTH DISTRICT	1/27/86	100.00
FURMANEK	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/13/86	136.30
GALLERY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/06/86	60.76
GANNON	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/10/85	500.90
GARZA	POLICE OFFICER	TENTH DISTRICT	6/08/84	80.00
GLOCKE	POLICE OFFICER	SEVENTEENTH DISTRICT	5/15/85	842.75
GLOMBICKI	POLICE OFFICER	FOURTH DISTRICT	12/26/85	180.70
GOHRKSH	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/08/85	161.00
GOLD	POLICE OFFICER	EIGHTEENTH DISTRICT	9/20/85	13.50
GOLDEN	POLICE OFFICER	FOURTH DISTRICT	7/09/85	117.90
GRASZER	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/03/86	184.00
GRIFFIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/13/85	15.00
GRIMM	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/14/86	46.00
GUTERREZ	POLICE OFFICER	THIRTEENTH DISTRICT	1/19/86	169.50
GUIFFRE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/26/85	21.00
HAMILTON	POLICE OFFICER	THIRD DISTRICT	1/30/86	319.50
HANLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85	132.50
HARTE	POLICE OFFICER	TENTH DISTRICT	1/31/86	52.00
HATTENBERGER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/11/85	657.00
HEALY	POLICE OFFICER	TWELFTH DISTRICT	1/14/86	201.25
HENRY-PHELPS	POLICE OFFICER	FIFTEENTH DISTRICT	1/02/86	184.80
HUSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/28/79	12.50
HUEY	POLICE OFFICER	SECOND DISTRICT	1/25/86	157.00
HUH	POLICE OFFICER	THIRTEENTH DISTRICT	1/16/86	213.00
JACOBS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	250.95
JOHNSON	POLICE OFFICER	THIRTEENTH DISTRICT	2/23/85	81.00
KATZER	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/28/86	549.00
KLARK	POLICE OFFICER	FOURTEENTH DISTRICT	12/15/85	116.00
KOVAC	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	181.12
KRASINSKI	POLICE OFFICER	SECOND DISTRICT	12/05/85	96.00
KRISHACK	POLICE OFFICER	FIRST DISTRICT	5/30/85	464.00
KUYKEN	POLICE OFFICER	FIRST DISTRICT	8/10/84	375.00
KUYKEN	POLICE OFFICER	THIRTEENTH DISTRICT	1/28/86	155.00
LAYNE	POLICE OFFICER	THIRTEENTH DISTRICT	1/29/86	30.00
LEE	POLICE OFFICER	SEVENTH DISTRICT	12/28/85	83.00
LISK	POLICE OFFICER	FOURTH DISTRICT	1/18/86	258.50
LOVE	POLICE OFFICER	ELEVENTH DISTRICT	1/26/86	132.00
LUIFO	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/02/86	831.50
MACKLIN	POLICE OFFICER	THIRD DISTRICT	1/08/86	143.00
MADISON	POLICE OFFICER	SIXTEENTH DISTRICT	12/30/85	147.00
MAQUEZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/12/84	46.50
MCCAULEY	POLICE OFFICER	SIXTH DISTRICT	1/04/86	329.00
MC DONALD	POLICE OFFICER	TENTH DISTRICT	1/27/86	284.00
MCNANAMON	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/05/86	142.00
	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	64.00
	POLICE OFFICER	FIFTEENTH DISTRICT	12/20/85	110.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCNAMARA	POLICE OFFICER	ENFORCEMENT SECTION	1/26/86	83.25
MCNEAL	POLICE OFFICER	SECOND DISTRICT	1/29/86	75.00
MEAD	POLICE OFFICER	SIXTEENTH DISTRICT	1/14/86	56.25
MICELI	POLICE OFFICER	SEVENTEENTH DISTRICT	1/01/86	222.00
MINDLAJCYK	POLICE OFFICER	TENTH DISTRICT	1/18/86	52.00
MINGUE	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	170.00
MINGUE	POLICE OFFICER	FIFTEENTH DISTRICT	1/31/86	178.20
MIZERA	POLICE OFFICER	ELEVENTH DISTRICT	1/16/86	257.50
MUKSTAD	POLICE OFFICER	TWENTIETH DISTRICT	1/21/86	179.00
MURGAN	POLICE OFFICER	TWENTIETH DISTRICT	1/06/86	129.70
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	1/17/86	25.00
NOLAN	POLICE OFFICER	SIXTEENTH DISTRICT	12/07/85	100.00
NOWINSKI	POLICE OFFICER	ELEVENTH DISTRICT	1/19/86	153.50
ORRIGEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/28/85	136.00
ODONNOR	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	205.00
ONALLEY	POLICE OFFICER	ENFORCEMENT SECTION	8/17/85	1211.25
ORYAN	POLICE OFFICER	TENTH DISTRICT	1/18/86	52.00
PARRILLO	POLICE OFFICER	NINTH DISTRICT	12/19/85	58.00
FELHAM	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/31/85	230.15
PETERSON	POLICE OFFICER	FOURTEENTH DISTRICT	10/09/85	20.00
FORTILLO	POLICE OFFICER	ELEVENTH DISTRICT	1/26/86	132.00
POWERS	POLICE OFFICER	NINTH DISTRICT	3/13/85	240.00
PRICE	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/04/86	129.50
PROKOP	POLICE OFFICER	TENTH DISTRICT	1/12/86	372.00
RABENDA	POLICE OFFICER	EIGHTEENTH DISTRICT	1/29/86	84.75
RAHIEREZ	POLICE OFFICER	FOURTEENTH DISTRICT	1/22/86	128.00
RETKALAS	POLICE OFFICER	SEVENTEENTH DISTRICT	1/30/86	25.00
REWERS	POLICE OFFICER	NINETEENTH DISTRICT	1/29/86	75.00
RICCELLI	POLICE OFFICER	TWELFTH DISTRICT	1/03/86	110.00
ROGERS	POLICE OFFICER	THIRD DISTRICT	12/13/85	177.70
ROGERS	POLICE OFFICER	FOURTEENTH DISTRICT	1/12/86	47.00
RUBIN	POLICE OFFICER	SEVENTH DISTRICT	9/19/76	120.00
SAFFOLD	POLICE OFFICER	FIFTEENTH DISTRICT	6/12/85	15.00
SALMASSI	POLICE OFFICER	TWENTIETH DISTRICT	12/15/85	490.00
SANCHEZ	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/25/85	1677.10
SCIMECA	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINSTR	1/21/86	49.00
SEAMAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/29/85	40.00
SEAMLER	POLICE OFFICER	FIFTEENTH DISTRICT	8/03/85	34.50
SHEEHAN	POLICE OFFICER	TENTH DISTRICT	8/23/85	25.00
SICILIANO	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/85	97.50
SIDOR	POLICE OFFICER	YOUTH DIVISION AREA ONE	8/17/85	25.00
SVITCEK	POLICE OFFICER	SEVENTH DISTRICT	12/13/85	139.00
SMITH	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/27/85	551.00
SPEIDEN	POLICE OFFICER	FOURTEENTH DISTRICT	6/10/85	47.00
SPRATTE	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/19/85	158.75
STASINOFILOS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/13/85	404.50
STEELE	POLICE OFFICER	FOURTEENTH DISTRICT	7/13/85	17.00
STEWART	POLICE OFFICER	SECOND DISTRICT	1/16/86	189.00
TANDARIC	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/20/85	15271.60

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TAVEGGIA	WAYNE R	POLICE OFFICER	1/17/86	93.34
TORE	PATRICK C	POLICE OFFICER	7/02/85	50.00
TOMASIK	EDWARD C	POLICE OFFICER	8/23/85	413.00
TRISTANO	NICHOLAS E	POLICE OFFICER	1/12/86	25.00
TRIZINSKI	JOSEPH P	POLICE OFFICER	12/30/85	436.00
TUONON	JAMES	POLICE OFFICER	9/11/85	585.00
USTASZEWSKI	ROBERT C	POLICE OFFICER	7/15/85	14.00
VERAVEIC	JIMMIE P	POLICE OFFICER	1/12/86	96.00
VITULSKI	DEAN S	POLICE OFFICER	9/27/85	140.00
VOLFI	CHARLES F JR	POLICE OFFICER	12/14/85	150.00
WALKER	JUNE L	POLICE OFFICER	11/09/85	1032.00
WALLER	THOMASINA M	POLICE OFFICER	1/06/86	529.50
WARE	AUSTIN	POLICE OFFICER	12/05/85	1655.30
WARE	HENRY	POLICE OFFICER	1/03/86	304.00
WATT	KENNETH	POLICE OFFICER	12/11/85	139.00
WILLIAMS	ALLEGIA J	POLICE OFFICER	1/07/86	205.00
WISNIEWSKI	LEROY	POLICE OFFICER	2/15/86	419.59
WRIGHT	CATHERINE C	POLICE OFFICER	12/16/85	215.00
ZABORAC	STANLEY	POLICE OFFICER	1/16/86	370.00
ZAVULONOFF	NICHOLAS	POLICE OFFICER	6/30/85	45.00
ZENE	RAYMOND T	POLICE OFFICER	1/04/86	657.00
ANDERSON	HERBERT	CAPTAIN	11/16/85	99.75
BIEL	RICHARD	PARAMEDIC	6/19/85	389.00
BIEL	TIM	FIREFIGHTER	10/05/85	1234.25
CAPP	GERALD	FIREFIGHTER	9/30/85	285.00
CHYCHULA	ANDRIJ	PARAMEDIC	6/22/85	337.00
CLARKE	JAMES	PARAMEDIC	9/06/85	198.00
COCO	RICHARD	FIREFIGHTER	9/04/85	30.00
COLLINS	GARY	FIREFIGHTER	11/22/84	50.00
EGAN	MICHAEL	FIREFIGHTER	7/29/85	40.00
FELICICCHIA	JOSEPH	FIREFIGHTER	10/28/85	143.00
FREEMON	EDWARD	CAPTAIN	1/09/86	285.10
GIDIA	JOHN	FIREFIGHTER	12/01/85	72.80
GRABER	JOHN	LIEUTENANT	8/29/85	552.50
GRAND	RICHARD	PARAMEDIC	10/24/85	57.40
GUIDI	JOSEPH	FIREFIGHTER	9/27/85	99.47
GUNTHER	KATHERINE	PARAMEDIC	6/25/85	187.00
HICKEY	RICHARD	FIREFIGHTER	6/08/85	612.00
HOLMES	MAURICE	FIREFIGHTER	10/31/85	61.00
HUGHES	THOMAS	FIREFIGHTER	10/04/85	157.00
JACOBSEN	FRANK	POLICE OFFICER	7/05/85	128.00
KNOTT	STEVE	PARAMEDIC	7/17/85	39.99
KREMERGAST JR	ALBERT	FIREFIGHTER	11/04/85	254.25
REILLY	EDWARD	FIREFIGHTER	1/30/80	476.78
RUECK	HERMAN	LIEUTENANT	9/05/85	210.00
SCHWARZ	MARY	FIREFIGHTER	5/05/85	960.11
SLOYAN	ANDREW	CAPTAIN	10/08/85	40.00
SMITH	CHRISTOPHER	POLICE OFFICER	8/24/85	206.00
TALLEY	FREDERICK	PARAMEDIC	11/08/85	71.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TAYLOR	PARAMEDIC	DISTRICT RELIEF 6	11/10/85	65.00
TERRIENS	CAPTAIN	DISTRICT RELIEF 1	5/29/85	144.25
THOMPSON	FIREFIGHTER	ENGINE COMPANY 72	8/03/85	110.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	THIRTEENTH DISTRICT	1/26/86	266.40
ADAMS	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/85	235.00
ADAMSKI	POLICE OFFICER	NINETEENTH DISTRICT	1/08/86	174.00
AHERN	POLICE OFFICER	SEVENTEENTH DISTRICT	1/04/86	143.50
AKINS JR	POLICE OFFICER	FOURTH DISTRICT	9/03/85	14.00
AUGLE	POLICE OFFICER	EIGHTEENTH DISTRICT	1/21/86	721.40
AVANT	POLICE OFFICER	FOURTH DISTRICT	9/05/85	104.50
AZARA	POLICE OFFICER	FIFTEENTH DISTRICT	1/18/86	98.65
BANASZKIEWICZ	POLICE OFFICER	FIFTEENTH DISTRICT	9/04/85	35.00
BARAJAS	POLICE OFFICER	NINTH DISTRICT	11/20/85	3426.43
BARNES	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/02/86	146.00
BAUTISTA	POLICE OFFICER	TENTH DISTRICT	1/27/86	69.00
BEDIA	POLICE OFFICER	RECRUIT TRAINING	1/08/86	40.00
BEINARKIEWICZ	POLICE OFFICER	EIGHTH DISTRICT	1/23/86	39.00
BENDEL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/25/85	177.25
BEYER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/27/85	30.00
BICKEL	POLICE OFFICER	NINETEENTH DISTRICT	1/08/86	65.00
BLACKMAN	POLICE OFFICER	THIRD DISTRICT	1/15/86	103.00
BOUZEANES	POLICE OFFICER	SECOND DISTRICT	1/25/86	98.00
BROEDERDORF	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/03/86	268.00
BROGAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/04/86	91.00
BROWN	POLICE OFFICER	FOURTH DISTRICT	1/22/86	1276.00
BRUGGER	POLICE OFFICER	THIRTEENTH DISTRICT	1/19/86	185.00
BUICK	POLICE OFFICER	SEVENTH DISTRICT	1/19/86	387.75
BUNCH	POLICE OFFICER	SEVENTH DISTRICT	1/14/86	145.00
BURKART	POLICE OFFICER	YOUTH DIVISION AREA SIX	1/16/86	69.00
CALDWELL	POLICE OFFICER	ELEVENTH DISTRICT	1/27/86	60.00
CALHOUN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/22/85	180.00
CAMARENA	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	10/14/85	100.00
CAREY	POLICE OFFICER	TWENTIETH DISTRICT	1/26/86	163.90
CASEY	POLICE OFFICER	TENTH DISTRICT	1/06/86	63.00
CASTANEDA	POLICE OFFICER	NINTH DISTRICT	1/12/86	177.00
CIECHON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/15/85	2196.00
CLOTUSZYNSKI	POLICE OFFICER	SECOND DISTRICT	12/21/85	320.00
COONEY	POLICE OFFICER	THIRTEENTH DISTRICT	1/12/86	75.00
COX	POLICE OFFICER	FIFTH DISTRICT	1/17/86	18.00
CUMMINGS	POLICE OFFICER	TENTH DISTRICT	1/09/86	72.50
DALY	POLICE OFFICER	SEVENTH DISTRICT	10/26/85	703.00
DEVIGLELEAR	POLICE OFFICER	TWENTIETH DISTRICT	8/18/85	90.00
DICKERSON	POLICE OFFICER	SECOND DISTRICT	12/25/85	2866.66
DIENEHAL	POLICE OFFICER	TWENTIETH DISTRICT	12/08/85	4920.20
DIXON	POLICE OFFICER	FIFTH DISTRICT	1/17/86	260.00
DORRANCE	POLICE OFFICER	NINTH DISTRICT	5/17/85	1700.00
DOYLE	POLICE OFFICER	TENTH DISTRICT	1/29/86	52.00
DUBLINSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/19/85	200.00
DUNNE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/82	190.00
ECKSTROM	POLICE OFFICER	MARINE UNIT	3/13/84	90.00
FARLEY	POLICE OFFICER	FIRST DISTRICT	1/19/86	86.10
FELICIANO	POLICE OFFICER	NINETEENTH DISTRICT	10/05/85	125.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FERNANDEZ	POLICE OFFICER	TENTH DISTRICT	1/27/86	212.00
FINNELLY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/22/85	3823.14
FITZMAURICE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/08/85	279.00
FRANKLIN	POLICE OFFICER	FIFTH DISTRICT	1/27/86	100.00
FRANKLIN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/13/86	136.30
GALLERY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/06/86	60.76
GANNON	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/10/85	500.90
GARZA	POLICE OFFICER	TENTH DISTRICT	6/08/84	80.00
GLOCKE	POLICE OFFICER	SEVENTEENTH DISTRICT	5/15/85	842.75
GLOMBICKI	POLICE OFFICER	FOURTH DISTRICT	12/26/85	180.70
GOHRSCH	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/08/85	161.00
GOLD	POLICE OFFICER	EIGHTEENTH DISTRICT	9/20/85	13.50
GOLDEN	POLICE OFFICER	FOURTH DISTRICT	7/09/85	117.90
GRASZER	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/03/86	184.00
GRIFLIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/13/85	15.00
GRIMM	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/14/86	46.00
GUIERNEZ	POLICE OFFICER	THIRTEENTH DISTRICT	1/19/86	169.50
GUIFFRE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/26/85	21.00
HAMILTON	POLICE OFFICER	THIRD DISTRICT	1/30/86	319.50
HANLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85	1322.50
HARTE	POLICE OFFICER	TENTH DISTRICT	1/31/86	52.00
HATTENBERGER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/11/85	657.00
HEALY	POLICE OFFICER	TWELFTH DISTRICT	1/14/86	201.25
HENRY-PHELPS	POLICE OFFICER	FIFTEENTH DISTRICT	1/02/86	184.80
HUISSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/28/79	12.50
HUEY	POLICE OFFICER	SECOND DISTRICT	1/25/86	157.00
HUH	POLICE OFFICER	THIRTEENTH DISTRICT	1/16/86	213.00
JACOBS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	250.95
JOHNSON	POLICE OFFICER	THIRTEENTH DISTRICT	2/23/85	81.00
JOHNSON	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/28/86	549.00
KAIZER	POLICE OFFICER	FOURTEENTH DISTRICT	12/15/85	116.00
KLARK	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	181.12
KOVAC	POLICE OFFICER	SECOND DISTRICT	12/05/85	96.00
KRASINSKI	POLICE OFFICER	FIRST DISTRICT	5/30/85	464.00
KRISHACK	POLICE OFFICER	FIRST DISTRICT	8/10/84	375.00
KUYKEN	POLICE OFFICER	THIRTEENTH DISTRICT	1/28/86	155.00
KUYKEN	POLICE OFFICER	THIRTEENTH DISTRICT	1/29/86	30.00
LAYNE	POLICE OFFICER	FOURTH DISTRICT	1/18/86	83.00
LEE	POLICE OFFICER	ELEVENTH DISTRICT	1/26/86	258.50
LISKA	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/02/86	132.00
LOVE	POLICE OFFICER	THIRD DISTRICT	1/08/86	831.50
LOWE	POLICE OFFICER	SIXTEENTH DISTRICT	12/30/85	143.00
LUFO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/12/84	147.00
MACKLIN	POLICE OFFICER	SIXTH DISTRICT	1/04/86	46.50
MADISON	POLICE OFFICER	TENTH DISTRICT	1/27/86	329.00
MAQUEZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/05/86	284.00
MCCAULEY	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	142.00
MCDONALD	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	64.00
MCNAMON	POLICE OFFICER	FIFTEENTH DISTRICT	12/28/85	110.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCNAMARA JOHN	POLICE OFFICER	ENFORCEMENT SECTION	1/26/86	83.25
MCNEAL LEWIS	POLICE OFFICER	SECOND DISTRICT	1/29/86	75.00
MEAD GERALD	POLICE OFFICER	SIXTEENTH DISTRICT	1/14/86	56.25
MICELI MARY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/01/86	222.00
MIKOLAJCZYK SANDRA M	POLICE OFFICER	TENTH DISTRICT	1/18/86	52.00
MINOGUE PATRICK J	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	170.00
MINOGUE PATRICK J	POLICE OFFICER	FIFTEENTH DISTRICT	1/31/86	178.20
MIZERA EDWARD G	POLICE OFFICER	ELEVENTH DISTRICT	1/16/86	257.50
MOKSTAD WILLIAM A	POLICE OFFICER	TWENTIETH DISTRICT	1/21/86	179.00
MORGAN JAMES	POLICE OFFICER	TWENTIETH DISTRICT	1/06/86	129.70
MURPHY ALEXANDER J	POLICE OFFICER	EIGHTH DISTRICT	1/17/86	25.00
NOLAN JOHN P	POLICE OFFICER	SIXTEENTH DISTRICT	12/07/85	100.00
NOWINSKI STANLEY	POLICE OFFICER	ELEVENTH DISTRICT	1/19/86	153.50
ORRIN MARK	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/28/85	136.00
OCONNOR JOSEPH E	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	203.00
OMALLEY MARTIN A	POLICE OFFICER	ENFORCEMENT SECTION	8/17/85	1211.25
ORYAN JOHN	POLICE OFFICER	TENTH DISTRICT	1/18/86	52.00
PARRILLO CHARLES L	POLICE OFFICER	NINTH DISTRICT	12/19/85	58.00
FELHAM ROBERT A	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/31/85	230.15
PETERSON GORM	POLICE OFFICER	FOURTEENTH DISTRICT	10/09/85	20.00
FORTILLO LEONILLO	POLICE OFFICER	ELEVENTH DISTRICT	1/26/86	132.00
POWERS JAMES	POLICE OFFICER	NINTH DISTRICT	3/13/85	240.00
PRICE DOROTHY J	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/04/86	129.50
FRONKOP MICHAEL	POLICE OFFICER	TENTH DISTRICT	1/12/86	372.00
RABENDA WILLIAM	POLICE OFFICER	EIGHTEENTH DISTRICT	1/29/86	84.75
RAMIREZ RAYMOND	POLICE OFFICER	FOURTEENTH DISTRICT	1/22/86	128.00
REIKALAS NIKODIMAS C	POLICE OFFICER	SEVENTEENTH DISTRICT	1/30/86	25.00
REWERS WILLIAM	POLICE OFFICER	NINETEENTH DISTRICT	1/29/86	75.00
RICCELLI JOSEPH S	POLICE OFFICER	TWELFTH DISTRICT	1/03/86	110.00
ROGERS ALVIN A	POLICE OFFICER	THIRD DISTRICT	12/13/85	177.70
ROGERS MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	1/12/86	47.00
RUBIN RONALD R	POLICE OFFICER	SEVENTH DISTRICT	9/19/76	120.00
JERRY JERRY	POLICE OFFICER	FIFTEENTH DISTRICT	6/12/85	15.00
JOHN JOHN	POLICE OFFICER	TWENTIETH DISTRICT	12/15/85	490.00
RICARDO VICTOR	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTRATION	12/25/85	1677.10
STEVEN STEVEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	1/21/86	49.00
SCIMECA JAMES R	POLICE OFFICER	FIFTEENTH DISTRICT	7/29/85	40.00
SEAMAN JAMES R	POLICE OFFICER	TENTH DISTRICT	8/03/85	34.50
SHEEHAN JOHN J	POLICE OFFICER	FIFTEENTH DISTRICT	8/23/85	23.00
SICILIANO MICHAEL V	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/07/85	97.50
GERALDINE DAVID A	POLICE OFFICER	SEVENTH DISTRICT	8/17/85	25.00
PHILIP A PHILIP A	POLICE OFFICER	CHARGE LAW ENFORCEMENT	12/13/85	139.00
JAMES JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	12/27/85	551.00
JAMES R	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/10/85	47.00
NICHOLAS NICHOLAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	12/19/85	158.75
STASINOFIULOS JOHN R	POLICE OFFICER	FOURTEENTH DISTRICT	8/13/85	404.50
STEELE STEWART	POLICE OFFICER	SECOND DISTRICT	7/13/85	17.00
ORVILLE JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	1/16/86	189.00
TANDARIC JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	8/20/85	15271.60

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TAVEGGIA	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	1/17/86	93.34
TOBE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/02/85	50.00
TOMASIK	POLICE OFFICER	THIRD DISTRICT	8/23/85	413.00
TRISTANO	POLICE OFFICER	SEVENTH DISTRICT	1/12/86	25.00
TRIZINSKI	POLICE OFFICER	SIXTEENTH DISTRICT	12/30/85	436.00
TURKON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	585.00
USTASZEWSKI	POLICE OFFICER	FOURTEENTH DISTRICT	7/15/85	14.00
VERAVEIC	POLICE OFFICER	TENTH DISTRICT	1/12/86	96.00
VITULSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	9/27/85	140.00
WALKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/14/85	150.00
WALLER	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/09/85	1032.00
WARE	POLICE OFFICER	FIFTH DISTRICT	1/06/86	529.50
WATT	POLICE OFFICER	PUBLIC TRANSPORTATION SYSTEM A	12/05/85	1655.30
WILLIAMS	POLICE OFFICER	NINTH DISTRICT	1/03/86	304.00
WISNIEWSKI	POLICE OFFICER	SEVENTH DISTRICT	12/11/85	139.00
WRIGHT	POLICE OFFICER	SECOND DISTRICT	1/07/86	205.00
ZABORAC	POLICE OFFICER	SEVENTEENTH DISTRICT	2/15/84	419.59
ZAVOLONOFF	POLICE OFFICER	SIXTH DISTRICT	12/16/85	215.00
ZONE	POLICE OFFICER	SECOND DISTRICT	1/16/86	370.00
ANERSON	POLICE OFFICER	NINETEENTH DISTRICT	6/30/85	45.00
BIEHL	CAPTAIN	TWENTY-SECOND DISTRICT	1/04/86	657.00
BIEL	PARAMEDIC	DISTRICT RELIEF 3	11/16/85	99.75
CAFF	FIREFIGHTER	DISTRICT RELIEF 1	6/19/85	389.00
CHYCHULA	FIREFIGHTER	ENGINE COMPANY 54	10/05/85	1234.25
CLARKE	PARAMEDIC	ENGINE COMPANY 39	9/30/85	285.00
COCO	PARAMEDIC	AMBULANCE 45	6/22/85	337.00
COLLINS	FIREFIGHTER	TRUCK 15	9/06/85	198.00
EGAN	FIREFIGHTER	TRUCK 21	9/04/85	30.00
FELICICCHIA	FIREFIGHTER	ENGINE COMPANY 123	11/22/84	50.00
FREEMON	FIREFIGHTER	ENGINE COMPANY 70	7/29/85	40.00
GIDIA	CAPTAIN	ENGINE COMPANY 63	10/28/85	143.00
GRABER	FIREFIGHTER	DISTRICT RELIEF 2	1/09/86	285.10
GRAND	LIEUTENANT	ENGINE COMPANY 70	12/01/85	72.80
GUTHI	PARAMEDIC	DISTRICT RELIEF 6	8/29/85	552.50
GUNTHER	FIREFIGHTER	DISTRICT RELIEF 6	10/24/85	57.40
HICKORY	PARAMEDIC	SQUAD 2	9/27/85	99.47
HOLMES	FIREFIGHTER	AMBULANCE 7	6/25/85	187.00
HUGHES	FIREFIGHTER	ENGINE COMPANY 96	6/08/85	612.00
JACOBSEN	FIREFIGHTER	ENGINE COMPANY 101	10/31/85	61.00
KNOTT	POLICE OFFICER	SQUAD 5	10/04/85	157.00
PRENDERGAST JR	PARAMEDIC	DISTRICT RELIEF 1	7/05/85	128.00
REILLY	FIREFIGHTER	DISTRICT RELIEF 5	7/17/85	39.99
RUECK	FIREFIGHTER	TRUCK 21	11/04/85	254.25
SCHWARZ	LIEUTENANT	TRUCK 8	1/30/80	476.78
SLOYAN	FIREFIGHTER	TRUCK 51	9/05/85	210.00
SMITH	CAPTAIN	AMBULANCE 7	5/05/85	960.11
TALLEY	POLICE OFFICER	BATTALION 18	10/08/85	40.00
	PARAMEDIC	DISTRICT RELIEF 5	8/24/85	206.00
		AMBULANCE 13	11/08/85	71.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TAYLOR	PARAMEDIC	DISTRICT RELIEF 6	11/10/85	65.00
TERRENS	CAPTAIN	DISTRICT RELIEF 1	5/29/85	144.25
THOMPSON	FIREFIGHTER	ENGINE COMPANY 72	8/03/85	110.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBEE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/13/85	1305.00
ANDERSON	POLICE OFFICER	NINTH DISTRICT	1/29/85	55.00
ANDERSON-DAVIS	POLICE OFFICER	SECOND DISTRICT	1/03/86	611.00
ASHUM	POLICE OFFICER	EIGHTH DISTRICT	9/22/85	325.00
AVERY	POLICE OFFICER	ELEVENTH DISTRICT	5/27/85	180.00
BARTLEAU	POLICE OFFICER	NINETEENTH DISTRICT	7/09/85	151.00
BARNES	POLICE OFFICER	THIRTEENTH DISTRICT	1/07/86	84.00
BLUE	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/13/86	59.10
BOND	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/85	129.00
BRITT JR	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/15/85	147.00
BYRON	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	11/03/85	223.00
CHASEN	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	11/19/85	47.00
CLARK JR	POLICE OFFICER	ELEVENTH DISTRICT	7/28/85	44.00
COLLINS	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/05/85	200.77
CONSAPO	POLICE OFFICER	NINETEENTH DISTRICT	10/18/85	2395.75
CURLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	1/10/86	163.35
DANIELS	POLICE OFFICER	EIGHTH DISTRICT	11/14/85	30.00
DEPKE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/02/85	350.00
DEVITO	POLICE OFFICER	TENTH DISTRICT	12/28/85	1026.00
DOMBROWSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/31/85	137.45
DORNEOS	POLICE OFFICER	FIRST DISTRICT	12/30/85	334.75
DRABIK	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83	75.00
DUGNAN	POLICE OFFICER	ENFORCEMENT SECTION	7/07/85	201.50
DURKIN	POLICE OFFICER	FOURTH DISTRICT	1/07/86	50.00
EAGLIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	40.00
ERACI	POLICE OFFICER	EIGHTH DISTRICT	11/14/85	30.00
ERACI	POLICE OFFICER	SIXTEENTH DISTRICT	12/22/85	528.00
FISHER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/11/85	70.00
GALLIVAN	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	12/17/85	58.00
GAWEL-HURAZY	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/14/85	307.00
GOLONKA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/11/85	60.00
GUTIERREZ JR	POLICE OFFICER	TENTH DISTRICT	1/24/86	52.00
HADDAD	POLICE OFFICER	FIFTH DISTRICT	12/27/85	447.65
HAMFTON	POLICE OFFICER	SECOND DISTRICT	1/29/86	146.00
HOWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/07/86	314.50
HOWES	POLICE OFFICER	THIRTEENTH DISTRICT	1/10/86	110.00
JONES	POLICE OFFICER	THIRD DISTRICT	12/23/85	395.00
KACZUR	POLICE OFFICER	FOURTEENTH DISTRICT	12/29/85	221.00
KIWALA	POLICE OFFICER	TWELFTH DISTRICT	3/03/80	600.00
KOLASTNSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/16/85	136.00
LABRIOLA	POLICE OFFICER	EIGHTH DISTRICT	12/28/85	1344.10
LADOW	POLICE OFFICER	TWENTIETH DISTRICT	8/30/85	1004.50
LANGSTON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/17/86	242.25
LEAHY	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/85	45.00
LINDENMAN	POLICE OFFICER	EIGHTH DISTRICT	2/21/85	50.00
LONERGAN	POLICE OFFICER	FIFTH DISTRICT	12/27/85	304.00
LUCE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/20/85	483.00
MADERAK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/30/86	131.00
MARBURY	POLICE OFFICER	THIRD DISTRICT	1/01/86	343.00

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

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HASTERSON	JERRY F	ELEVENTH DISTRICT	9/21/85	286.00
MCCOLLUM	JAMES T	ELEVENTH DISTRICT	11/28/85	727.29
MCGARVEY	JAMES O	EIGHTEENTH DISTRICT	1/10/86	217.80
MCGRAL	THOMAS F	GANG CRIMES ENFORCEMENT DIVISI	1/30/86	203.00
MCUGH	JOHN P	TWENTY-FOURTH DISTRICT	12/07/85	212.00
MC LAUGHLIN	GULLIAN	DETECTIVE DIV AREA 4 VIOLENT C	1/08/86	396.75
MCLEAN	EARL L	SEVENTH DISTRICT	1/31/86	128.00
MCMAHON	THOMAS L	GANG CRIMES ENFORCEMENT DIVISI	11/08/85	159.25
MINGO	BRIAN D	GANG CRIMES ENFORCEMENT DIVISI	11/18/85	259.00
MORAN	JOHN R	MAJOR ACCIDENT INVESTIGATION S	6/16/85	201.00
MURPHY	JAMES E	INTERSECTION CONTROL UNIT	12/30/85	490.84
NICHOLS	OTIS	FOURTEENTH DISTRICT	1/31/85	297.02
OGAR	ALBERT R	EIGHTH DISTRICT	12/15/85	533.00
PERKINS	GREGORY B	SEVENTH DISTRICT	12/24/78	512.00
PET	ZENON J	TWENTY-FIFTH DISTRICT	10/19/85	91.00
FOZUCEK	JERRY	ENFORCEMENT SECTION	9/16/85	192.00
RHYNE	TEELY	TWENTIETH DISTRICT	8/17/85	65.00
ROGALSKI	JERRY J	TWENTY-FIFTH DISTRICT	1/05/86	261.00
SINENI	JAMES	TWENTY-FIFTH DISTRICT	6/01/85	155.00
SWENEY	BERNARD	FIFTH DISTRICT	8/06/85	55.00
TEUFEL	MARTIN	SEVENTEENTH DISTRICT	12/23/85	366.00
TODD	STEPHEN	TWENTY-FIRST DISTRICT	8/29/85	7660.00
TOMALA	LARRY R	TENTH DISTRICT	9/29/85	120.00
TRAPP	WAYNE C	SEVENTEENTH DISTRICT	12/22/85	630.00
ULDRYCH	RUDY	ELEVENTH DISTRICT	3/24/85	187811.60
WAGNER	WILLIAM J	NINTH DISTRICT	12/07/85	458.50
WARD	THOMAS S	EIGHTEENTH DISTRICT	1/09/86	160.00
WASHINGTON	PHILLIP	SIXTH DISTRICT	12/27/85	334.25
WASILEWSKI	JOSEPH A	EIGHTH DISTRICT	4/07/85	794.00
WEAVER	MICHAEL J	FIRST DISTRICT	12/30/85	568.25
WELLS	CHARLES JR	ELEVENTH DISTRICT	1/25/86	179.50
WHITE	KENNETH	GANG CRIMES ENFORCEMENT DIVISI	11/08/85	283.00
WRIGHT	UTANE M	TWELFTH DISTRICT	12/25/85	355.00
DONAHUE	JAMES D	DISTRICT RELIEF 6	11/11/84	37.00
GLENNON	WILLIAM A	ENGINE COMPANY 8	8/13/85	50.00
JACORSEN	HONER W	BATTALION 12	8/13/85	691.25

4/16/86

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBEE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/13/85	1305.00
ANDERSON	POLICE OFFICER	NINTH DISTRICT	1/29/85	55.00
ANDERSON-DAVIS	POLICE OFFICER	SECOND DISTRICT	1/03/86	611.00
ASHUM	POLICE OFFICER	EIGHTH DISTRICT	9/22/85	325.00
AVERY	POLICE OFFICER	ELEVENTH DISTRICT	5/27/85	180.00
BARILEAU	POLICE OFFICER	NINETEENTH DISTRICT	7/09/85	151.00
BARNES	POLICE OFFICER	THIRTEENTH DISTRICT	1/07/86	84.00
BLUE	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/13/86	59.10
BOND	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/85	129.00
BRITT JR	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/15/85	147.00
BYRON	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	11/03/85	223.00
CHASEN	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	11/19/85	47.00
CLARK JR	POLICE OFFICER	ELEVENTH DISTRICT	7/28/85	44.00
COLLINS	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/05/85	200.77
CONSAO	POLICE OFFICER	NINETEENTH DISTRICT	10/18/85	2395.75
CURLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	1/10/86	163.35
DANIELS	POLICE OFFICER	EIGHTH DISTRICT	11/14/85	30.00
DEFKE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/02/85	350.00
DEVITO	POLICE OFFICER	TENTH DISTRICT	12/28/85	1026.00
DOMBROWSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/31/85	137.45
DORNEOS	POLICE OFFICER	FIRST DISTRICT	12/30/85	334.75
DRABIK	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83	75.00
DUGNAN	POLICE OFFICER	ENFORCEMENT SECTION	7/07/85	201.50
DURKIN	POLICE OFFICER	FOURTH DISTRICT	1/07/86	50.00
EAGLIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	40.00
ERACI	POLICE OFFICER	EIGHTH DISTRICT	11/14/85	30.00
ERACI	POLICE OFFICER	SIXTEENTH DISTRICT	12/22/85	528.00
FISHER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/11/85	70.00
GALLIVAN	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	12/17/85	58.00
GAWEL-HURAZY	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/14/85	307.00
GOLONKA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/11/85	60.00
GUTIERREZ JR	POLICE OFFICER	TENTH DISTRICT	1/24/86	52.00
HAIDAD	POLICE OFFICER	FIFTH DISTRICT	12/27/85	447.65
HAMPTON	POLICE OFFICER	SECOND DISTRICT	1/29/86	146.00
HOWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/07/86	314.50
HOWES	POLICE OFFICER	THIRTEENTH DISTRICT	1/10/86	110.00
JONES	POLICE OFFICER	THIRD DISTRICT	12/23/85	395.00
KACZOR	POLICE OFFICER	FOURTEENTH DISTRICT	12/29/85	221.00
KIWALA	POLICE OFFICER	TWELFTH DISTRICT	3/03/80	600.00
KOLASINSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/16/85	136.00
LABRIOLA	POLICE OFFICER	EIGHTH DISTRICT	12/28/85	1344.10
LADOW	POLICE OFFICER	TWENTIETH DISTRICT	8/30/85	1004.50
LANGSTON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/17/86	242.25
LEAHY	POLICE OFFICER	SIXTEENTH DISTRICT	3/19/85	45.00
LINDEMAN	POLICE OFFICER	EIGHTH DISTRICT	2/21/85	50.00
LONERGAN	POLICE OFFICER	FIFTH DISTRICT	12/27/85	304.00
LUCE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/20/85	483.00
MADERAK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/30/86	131.00
MARBURY	POLICE OFFICER	THIRD DISTRICT	1/01/86	343.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/16/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
MASTERSON	JERRY F	POLICE OFFICER	ELEVENTH DISTRICT	9/21/85	286.00
MCCOLLUM	JAMES T	POLICE OFFICER	ELEVENTH DISTRICT	11/28/85	727.29
MCGARVEY	JAMES O	POLICE OFFICER	ELEVENTH DISTRICT	1/10/86	217.80
MCGREAL	THOMAS F	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/30/86	203.00
MCHUGH	JOHN F	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/07/85	212.00
MCLAUGHLIN	GILLIAN	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	1/08/86	394.75
MCLEAN	EARL L	POLICE OFFICER	SEVENTH DISTRICT	1/31/86	128.00
MCMAHON	THOMAS L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/08/85	159.25
MINGO	BRIAN D	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/18/85	259.00
MORAN	JOHN R	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	6/16/85	201.00
MURPHY	JAMES E	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/30/85	490.84
NICHOLS	OTIS	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/85	297.02
OGAR	ALBERT R	POLICE OFFICER	EIGHTH DISTRICT	12/15/85	533.00
FERKINS	GREGORY B	POLICE OFFICER	SEVENTH DISTRICT	12/24/78	512.00
FET	ZENON J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/19/85	91.00
FOZUICK	JERRY	POLICE OFFICER	ENFORCEMENT SECTION	9/16/85	192.00
RHYNE	TEELY	POLICE OFFICER	TWENTIETH DISTRICT	8/17/85	65.00
ROGALSKI	JERRY J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/86	261.00
SINENI	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	155.00
SWEENEY	BERNARD	POLICE OFFICER	FIFTH DISTRICT	8/06/85	55.00
TEUFEL	MARTIN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/22/85	366.00
TODD	STEPHEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/29/85	7660.00
TOMALA	LARRY R	POLICE OFFICER	TENTH DISTRICT	9/29/85	120.00
TRAPP	WAYNE C	POLICE OFFICER	SEVENTEENTH DISTRICT	12/22/85	630.00
ULDRYCH	RUDY	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	187811.60
WAGNER	WILLIAM J	POLICE OFFICER	NINTH DISTRICT	12/07/85	458.50
WARD	THOMAS S	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/86	160.00
WASHINGTON	PHILLIP	POLICE OFFICER	SIXTH DISTRICT	12/27/85	334.25
WASILEWSKI	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	4/07/85	794.00
WEAVER	MICHAEL J	POLICE OFFICER	FIRST DISTRICT	12/30/85	568.25
WELLS	CHARLES JR	POLICE OFFICER	ELEVENTH DISTRICT	1/25/86	179.50
WHITE	KENNETH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/08/85	283.00
WRIGHT	DIANE M	POLICE OFFICER	TWELFTH DISTRICT	12/25/85	355.00
IONAHUE	JAMES D	POLICE OFFICER	DISTRICT RELIEF 6	11/11/84	37.00
GLENNON	WILLIAM A	FIREFIGHTER	ENGINE COMPANY 8	8/13/85	50.00
JACOBSEN	HOMER W	FIREFIGHTER	BATTALION 12	8/13/85	691.25

Placed on File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
FEBRUARY, 1986.

The Committee on Finance submitted a report recommending that the City Council place on file a communication transmitting a list of all cases in which judgments were settled against the City during the month of February, 1986.

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

Placed on File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE (TAG DAY) PERMIT.

The Committee on Finance submitted a report recommending that the City Council place on file an application for City of Chicago charitable solicitation (Tag Day) permit for Southwest Y.M.C.A., April 18, 1986 (southwest side).

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

**COMMITTEE ON HOUSING AND NEIGHBORHOOD
DEVELOPMENT.**

APPROVAL GIVEN FOR DESIGNATION OF 63RD-CAMPBELL
AREA AS "BLIGHTED COMMERCIAL AREA".

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, April 15, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on February 13, 1986) to approve the designation of the 63rd-Campbell Blighted Commercial Area, approved by the Commercial District Development Commission by Resolution No. 85-CDDC-35, adopted by the Commissioner on October 15, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago, 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 15.1 of the Municipal Code of the City of Chicago, hereinafter referred to as the "Code", authorizes the Commercial District Development Commission, hereinafter referred to as the Commission, to designate an area within the City of Chicago as a Blighted Commercial Area; and

WHEREAS, The staff of the Department of Economic Development, hereinafter referred to as the "Department", has conducted investigations, studies and surveys of the 63rd-Campbell Area and has presented the results of said investigations, studies and surveys to the Commission; and

WHEREAS, The results of the above investigations, studies and surveys show that the 63rd-Campbell Area is eligible for designation as a Blighted Commercial Area as defined in Section 15.1-1(d) of the said Code; and

WHEREAS, The Commission designated the 63rd-Campbell Area as a Blighted Commercial Area by Resolution No. 85-CDDC-35 on October 15, 1985; and

WHEREAS, The City Council has received a certified copy of the aforesaid Resolution, together with the recommendations of the Department regarding said designation; and

WHEREAS, The City Council of the City of Chicago desires to evidence its approval of the designation of the 63rd-Campbell Area as a Blighted Commercial Area; now, therefore,

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

SECTION 1. Having been advised that the Commercial District Development Commission, by Resolution 85-CDDC-35, dated October 15, 1985, has determined that the Area described below is a Blighted Commercial Area, said designation is hereby approved:

Accurate Boundary Description
63rd-Campbell Blighted
Commercial Area.

Beginning at the intersection of the centerline extended of the public alley next north of and parallel to West 63rd Street and the centerline of South Campbell Avenue; thence south along the centerline of South Campbell Avenue to the centerline extended of the public alley next south of and parallel to West 63rd Street; thence west along the centerline of said alley to the centerline of South Rockwell Avenue; thence south along the centerline of South Rockwell Avenue to the centerline extended of the east-west alley running between South Rockwell Avenue and South Washtenaw Avenue and lying next south of and parallel to West 63rd Street; thence west along the centerline of said alley to the centerline of South Washtenaw Avenue; thence north along the centerline of South Washtenaw Avenue to the centerline extended of the public alley next north of and parallel to West 63rd Street; thence east along the centerline of said alley to the point of beginning. That part of the Area lying north of West 63rd Street being within the S.E. 1/4 of Section 13, Township 38, Range 13 East of the Third Principal Meridian; and that part of the area lying south of West 63rd Street being within the N.E. 1/4 of Section 24, Township 38, Range 13 East of the Third Principal Meridian all in the City of Chicago, County of Cook, State of Illinois.

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

APPROVAL GIVEN FOR SALE OF PARCEL
OS-1 IN NEAR WEST SIDE
CONSERVATION AREA.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, April 15, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on January 30, 1986) to approve the sale of Parcel OS-1 in the Near West Side Conservation Area to Louise Fraghia, approved by the Department of Urban Renewal by Resolution No. 85-DUR-50, adopted by the Department on November 21, 1985, a certified copy of which is attached to the ordinance, and which was thereafter amended in Committee as per the attached, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago, 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Near West Side Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 85-DUR-50, adopted by the Department on November 21, 1985, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Near West Side Conservation Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Louise Fraghia	OS-1	2,573.6	\$2.40	\$6,176.64

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

APPROVAL GIVEN FOR TRANSFER OF PARCEL S-1 (b),
LOCATED IN 63RD-STONY ISLAND URBAN
RENEWAL PROJECT AREA TO CHICAGO
BOARD OF EDUCATION.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, April 15, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on January 30, 1986) to approve the transfer of Parcel S-1 (b) in Redevelopment Project 63rd-Stony Island to the Board of Education of the City of Chicago in exchange for the transfer of Parcel S-1 in the Hyde Park-Kenwood Conservation Area to the Department of Housing of the City of Chicago, approved by the Department of Urban Renewal by Resolution No. 85-DUR-62, adopted by the Department on November 21, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion Alderman Santiago, 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is in title to a parcel of land located at 6249- 6275 South Harper Avenue and 1538-1566 East 63rd Street identified as Disposition Parcel S-1 (b), Project 63rd-Stony Island; and

WHEREAS, The Board of Education of the City of Chicago on June 12, 1985, approved a recommendation to request the conveyance of said parcel for a student campus in exchange for the conveyance by the City in trust for the use of schools to the City of Chicago of a parcel of land located at 1309-1359 East 53rd Street identified as Disposition Parcel S-1, Hyde Park-Kenwood Conservation Area; and

WHEREAS, In addition to the exchange of said parcels there would also be the transfer of funds in the amount of \$32,174 from the City of Chicago, Department of Housing, to the Board of Education of the City of Chicago; said amount being the price differential between said parcels of land; and

WHEREAS, This body has reviewed the material submitted by the Department of Housing of the City of Chicago including a resolution adopted by the Department of Urban Renewal on November 21, 1985, approving said proposed exchange and transfer of funds and the approval by the Board of Education of said exchange and transfer of funds; now, therefore,

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

SECTION 1. The exchange of the following described parcels between the City of Chicago and the Board of Education of the City of Chicago is hereby approved, with the additional transfer of \$32,174 in funds from the Department of Housing to the Board of Education.

City of Chicago Parcel S-1 (b), Project 63rd-Stony Island:

Lots 12, 13, 14, 15, 16 and 17 (excepting from said Lots 12, 13, 14 and 17 the following tracts: The East 25 feet of Lots 12 and 13, the East 25 feet of the North 10 feet of Lot 14 and the North 10 feet of Lot 17) in Block 2 in "Parkview", being a subdivision made by the Circuit Court Commissioners in partition of the South 20 acres of that part of the Southeast quarter of the Southeast quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of the Right of Way of the Illinois Central R.R. Co., in Cook County, Illinois.

Board of Education of City of Chicago Parcel S-1, Hyde Park-Kenwood Conservation Area:

Lots 1, 2, 3, 4, 5, 6, 13, 14, 15 and 16 (except the South 20 feet of the West 66 feet of said Lot 16) in Block 27 and Lots 5, 6, 7, and 8 in Block 28, all in Kimbark's Addition to Hyde Park, being a subdivision of part of the West half of the South East quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

also

That part of South Kenwood Avenue lying South of the South Line of East 53rd Street extended East of the adjoining Lot 1 in Block 27 and West of and adjoining Lot 8 in Block 28 in Kimbark's Addition to Hyde Park, aforesaid;

also

That part of the West half of South Kenwood Avenue lying East of and adjoining Lots 13, 14, 15 and 16 and East of and adjoining the North half of the 20 foot vacated alley South of and adjoining said Lot 16, all in Block 27 in said Kimbark's Addition, aforesaid;

also

That part of the North half of the 20-foot vacated alley lying South of and adjoining Lot 16 (except the West 66 feet of said Lot) in Block 27 in Kimbark's Addition, aforesaid.

SECTION 2. The Mayor of the City of Chicago is authorized to execute and the City Clerk to attest a deed from the City of Chicago to the City of Chicago in trust for the use of schools and a deed from the City of Chicago in trust for the use of schools to the City of Chicago for exchange of the above described parcels.

SECTION 3. The Corporation Counsel of the City of Chicago is authorized to deliver said deeds to the respective entities.

SECTION 4. This ordinance shall be effective immediately upon the passage thereof.

APPROVAL GIVEN FOR AMENDMENT NUMBER 1 TO
MONTEREY-VINCENNES REDEVELOPMENT PLAN.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, April 15, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on March 25, 1986) to approve

Amendment No. 1 to the Monterey-Vincennes Redevelopment Plan, approved by the Department of Urban Renewal by Resolution No. 85-DUR-80, adopted by the Department on December 17, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago, 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone --47.

Nays -- None

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved a Redevelopment Plan for the Monterey-Vincennes Urban Renewal Area; and

WHEREAS, The Department of Urban Renewal Board by Resolution No. 85- DUR-80, adopted December 17, 1985, approved Plan Amendment No. 1 to said Plan which Amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Amendment No. 1 would provide for changes in land use which will facilitate residential and neighborhood commercial development; and

WHEREAS, The City Council has reviewed the foregoing Amendment and it is the sense of the City Council that the Plan, as amended, constitutes a Redevelopment Plan, within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 1 to the Monterey-Vincennes Redevelopment Plan, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

APPROVAL GIVEN FOR TRANSFER OF PARCEL P-1 IN
MONTEREY-VINCENNES URBAN RENEWAL PROJECT
TO DEPARTMENT OF PUBLIC WORKS.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, April 15, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on March 25, 1986) to approve the transfer of Parcel P-1 in Project Monterey-Vincennes to the Department of Public Works for development into a park-and-ride facility, approved by the Department of Urban Renewal by Resolution No. 86-DUR-11, adopted by the Department on February 18, 1986, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 6 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago, 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for Project Monterey- Vincennes heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The City of Chicago, Department of Urban Renewal, acquired the following legally described property in Project Monterey-Vincennes:

Lots 9, 10, 11, 12, 13 and Lot 8 (except that part of said Lot 8 described as follows: commencing at the Southeast corner of said Lot 8; thence running Westerly along the Southerly line of said Lot, 125 feet; thence running Northerly parallel to the East line of Lot 8 to the Northerly line of said Lot; thence running Easterly along the Northerly line of said Lot to the Northeast corner thereof; thence running Southerly along the east line of said Lot to the place of beginning) all in Block 51 in Washington Heights in Sections 18 and 19, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois;

also

Lots 1 to 11, both inclusive, together with all of the Easterly and Westerly 10-foot private alley lying Southerly of and adjoining the Southerly line of Lots 3 and 4 and lying Northerly of and adjoining the Northerly lines of Lots 5 to 11, inclusive, and Easterly of the Westerly line of Lots 3 and 11 extended and Westerly of the Easterly line of Lots 4 and 5 extended, all in Block 1 in Bartlett and Kaher's Subdivision of Lots 14, 15, 16, 17, 18 and 19 in Block 51 and Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 71 of Washington Heights situated in the Southeast 1/4 of Section 18 and the Northeast 1/4 of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

known as Parcel P-1; and

WHEREAS, Said parcel is generally bounded by South Homewood Avenue, West Monterey Avenue, South Hale Avenue and the public alley north of West Monterey Avenue containing 61,041.75 square feet; and

WHEREAS, Parcel P-1 is located adjacent to the 111th Street Station of the Rock Island Suburban Branch Railroad; and

WHEREAS, The City of Chicago, Department of Public Works, has determined that said parcel would provide an ideal location for a park-and-ride facility and that said facility would greatly alleviate the present on-street parking congestion; and

WHEREAS, The proposed park-and-ride facility would be developed with funds provided by the Commuter Rail Division of the Regional Transportation Authority; and

WHEREAS, The City of Chicago, Department of Public Works, has formally requested the transfer of Parcel P-1 for the development of said facility; and

WHEREAS, The transfer and proposed reuse of Parcel P-1 is in conformance with the Monterey-Vincennes Redevelopment Plan, as amended; and

WHEREAS, The Board of the Department of Urban Renewal by Resolution No. 86-DUR-11, adopted on February 18, 1986, authorized said transfer; now, therefore,

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

SECTION 1. It is hereby authorized and directed that Parcel P-1, Project Monterey-Vincennes, as legally described above, be transferred from the inventory of the Department of Housing to the jurisdiction of the Department of Public Works of the City of Chicago.

SECTION 2. Said transfer, shall be effectuated without transfer of funds, or consideration therefor.

SECTION 3. This ordinance shall be effective upon its passage and approval.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

LOCAL THEATER OWNERS AND DISTRIBUTORS URGED TO VOLUNTARILY REFRAIN FROM SHOWING FILM ENTITLED "HAIL MARY".

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, April 16, 1986.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (which was referred on March 25, 1986) requesting Chicago area theater owners and distributors to voluntarily refrain from further showings of the film *Hail Mary* within the boundaries of the City of Chicago.

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

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman Pucinski, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, *Hail Mary*, a film by the French director Jean-Luc Godard, has raised a furor in the cities of many nations, including Toronto, Rome, New York, and Buenos Aires, and is now showing in Chicago; and

WHEREAS, *Hail Mary* is a movie denounced by Pope John Paul II for showing the Virgin Mary as an avid basketball player employed at a filling station, Joseph as a dreamy and frustrated taxi driver, and Gabriel as an unsavory-looking angel who travels by jet; and

WHEREAS, The film has been categorized as offensive by many segments of the world public, and its opening during Chicago's Easter celebrations seems ill- advised and in poor taste; now, therefore,

Be It Resolved, That the City Council of Chicago has determined that the film *Hail Mary* is strongly offensive to many of the people of Chicago, who consider it to be an attack on their personal religious beliefs and a danger to the faith of their children and who believe it to cause a danger to society because of the strong feelings elicited by the showing of this film; and

Be It Further Resolved, That the City Council expresses its disapproval of the film and requests the theater owners and distributors of Chicago to voluntarily refrain from further showings of the film within the boundaries of the City of Chicago.

COMMITTEE ON LOCAL TRANSPORTATION.

Referred -- ALLOCATION OF MOTOR FUEL TAX FUNDS FOR RESIDENTIAL STREET RESURFACING ON PORTION OF WEST WILSON AVENUE.

The Committee on Local Transportation submitted a report recommending that the City Council refer a proposed ordinance authorizing the "Allocation of Motor Fuel Tax Funds for Residential Street Resurfacing of Wilson Avenue, from Kimball to Kedzie" to the Committee on Finance.

On motion of Alderman Hagopian, the committee's recommendation was *Concurred In* and said proposed ordinance was *Referred to the Committee on Finance*.

COMMITTEE ON COMMITTEES AND RULES.

Action Deferred -- RESOLUTION ASSIGNING COUNCIL MEMBERS TO FILL VACANCIES IN STANDING COMMITTEES.

The Committee on Committees and Rules submitted the following report which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, April 14, 1986.

To the President and Members of the City Council:

Your Committee on Committees and Rules begs leave to recommend that Your Honorable Body adopt the proposed resolution transmitted herewith assigning members of the City Council to fill the vacancies in the Chairmanship, Vice-Chairmanship and Membership of the standing committees of the Chicago City Council.

This recommendation was concurred in by 8 yeas and 3 nays of the committee members.

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

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

WHEREAS, Vacancies exist in the Chairmanship, Vice-Chairmanship and membership of certain standing committees of the City Council of the City of Chicago; and

WHEREAS, The Rules of Order of the City Council of the City of Chicago provide that the membership of aldermen on standing committees, and the Chairman and Vice-chairman of such committees shall be determined by the City Council by resolution duly adopted; now, therefore,

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

1. Administration, Reorganization and Personnel.

Aldermen Patrick Huels of the 11th Ward and Juan Soliz of the 25th Ward are hereby designated as members of the Committee on Administration, Reorganization and Personnel;

2. Alcoholism and Substance Abuse.

Alderman Percy Giles of the 37th Ward is hereby designated as a member of the Committee on Alcoholism and Substance Abuse;

3. Aviation.

Alderman Juan Soliz of the 25th Ward is hereby designated as a member of the Committee on Aviation and as Chairman thereof; Alderman Roman Pucinski of the 41st Ward is hereby designated as a member of the Committee on Aviation;

4. Committee on Committees and Rules.

Alderman Richard Mell of the 33rd Ward is hereby designated as Chairman of the Committee on Committees and Rules;

5. Community Services.

Aldermen Jesus Garcia of the 22nd Ward and Juan Soliz of the 25th Ward are hereby designated as members of the Committee on Community Services;

6. Cultural Development and Historical Landmark Preservation.

Aldermen Dorothy Tillman of the 3rd Ward, Juan Soliz of the 25th Ward and Thomas Cullerton of the 38th Ward are hereby designated as members of the Committee on Cultural Development and Historical Landmark Preservation;

7. Economic Development.

Alderman Bernard Stone of the 50th Ward is hereby designated as a member of the Committee on Economic Development;

8. Education.

Aldermen Dorothy Tillman of the 3rd Ward, Juan Soliz of the 25th Ward and Eugene Schuler of the 47th Ward are hereby designated as members of the Committee on Education;

9. Employment.

Alderman Percy Giles of the 37th Ward is hereby designated as a member of the Committee on Employment;

10. Finance.

Alderman Anthony Laurino of the 39th Ward is hereby designated as Vice- chairman of the Committee on Finance; Aldermen Dorothy Tillman of the 3rd Ward, Clifford Kelley of the 20th Ward and Juan Soliz of the 25th Ward are hereby designated as members of the Committee on Finance;

11. Housing and Neighborhood Development.

Alderman Juan Soliz of the 25th Ward is hereby designated as a member of the Committee on Housing and Neighborhood Development;

12. Human Rights and Consumer Protection.

Aldermen Aloysius Majerczyk of the 12th Ward and Miguel Santiago of the 31st Ward are hereby designated as members of the Committee on Human Rights and Consumer Protection;

13. Intergovernmental Relations.

Aldermen George Hagopian of the 30th Ward and Patrick O'Connor of the 40th Ward are hereby designated as members of the Committee on Intergovernmental Relations;

14. Land Acquisition and Disposition.

Alderman Jesus Garcia of the 22nd Ward is hereby designated as a member of the Committee on Land Acquisition and Disposition;

15. Leases.

Alderman Theris Gabinski of the 32nd Ward is hereby designated as a member of the Committee on Leases;

16. License.

Alderman Juan Soliz of the 25th Ward is hereby designated as a member of the Committee on License;

17. Municipal Code Revision.

Alderman William Krystyniak of the 23rd Ward is hereby designated Vice- chairman of the Committee on Municipal Code Revision. Alderman Fred Roti of the 1st Ward is hereby designated as a member of the Committee on Municipal Code Revision;

18. Local Transportation.

Alderman George Hagopian of the 30th Ward is hereby designated Chairman of the Committee on Local Transportation; Alderman William Banks of the 36th Ward is hereby designated Vice-chairman of the Committee on Local Transportation; Aldermen Juan Soliz of the 25th Ward and Percy Giles of the 37th Ward are hereby designated as members of the Committee on Local Transportation;

19. Neighborhood and Community Affairs.

Alderman Dorothy Tillman of the 3rd Ward is hereby designated as a member of the Committee on Neighborhood and Community Affairs;

20. Ports, Wharves and Bridges.

Alderman Juan Soliz of the 25th Ward is hereby designated as a member of the Committee on Ports, Wharves and Bridges;

21. Public Records and Information.

Alderman Anthony Laurino of the 39th Ward is hereby designated as a member of the Committee on Public Records and Information;

22. Public Utilities.

Alderman Michael Sheahan of the 19th Ward is hereby designated as a member of the Committee on Public Utilities;

23. Special Events and World's Fair.

Aldermen Dorothy Tillman of the 3rd Ward and Percy Giles of the 37th Ward are hereby designated as members of the Committee on Special Events and World's Fair:

24. Streets and Alleys.

Alderman Joseph Kotlarz of the 35th Ward is hereby designated as a member of the Committee on Streets and Alleys;

25. Zoning.

Alderman Jesus Garcia of the 22nd Ward is hereby designated as a member of the Committee on Zoning.

Action Deferred -- MUNICIPAL CODE CHAPTERS 82 AND 83
AMENDED BY PROHIBITING USE OF LEAD WATER
SUPPLY PIPE.

The Committee on Committees and Rules submitted the following report which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, April 14, 1986.

To the President and Members of the City Council:

Your Committee on Committees and Rules having had under consideration an ordinance on (April 9, 1986), amending Chapters 82 and 83 of the Municipal Code of Chicago to prohibit the use of lead water supply pipe, begs leave to recommend that the ordinance be referred to the Committee on Buildings.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissension.

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

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

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

SECTION 1. Chapter 82 of the Municipal Code of the City of Chicago be and hereby is amended by repealing Section 82-25.

SECTION 2. Section 82-29 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in italics as follows:

82-29. All copper tubing shall conform to ASTM "Standard Specifications for Copper Water Tube" (Serial Designation [B88-74] *B88-83*), shall be Type K, L, or M.

SECTION 3. Section 82-32 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets as follows:

82-32. All lead pipe shall be of the best quality of drawn pipe of not less weight per linear foot than shown below:

Lead Soil, Waste, Vent or Flush Pipes, Including Bends and
Traps, Extra Light

Internal diameter inches	Weight per foot lbs.	ozs.
1	2	...
1-1/4	2	8
1-1/2	3	8
2	4	12
3	6	...
4	7	14

[Lead Water Supply Pipe]

[Internal diameter inches	Weight per foot lbs.	ozs.
1/2	1	8
5/8	2	8
3/4	3	...
1	4	...
1-1/2	8	...
2	13	12]

SECTION 4. Section 82-42 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

82-42. Soldered fittings for copper tubing shall be of cast [brass] *copper alloy* or of wrought copper *and copper alloy* and shall be capable of withstanding a pressure test of not less than two hundred fifty pounds per square inch.

SECTION 5. Section 82-136 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

82-136. Every joint in a lead *drainage system* pipe or between a lead *drainage system* pipe and a brass or copper *tube or pipe*, ferrule, soldering nipple, [bushing,] or trap, shall be a burned or full-wiped joint with an exposed surface of the solder extending to each side from the end of the pipe not less than three-fourths of an inch and with a minimum thickness at the center of not less than three-eighths of an inch. *Joints on drainage systems between brass tubing and a brass bushing shall be soldered or a wiped joint.*

SECTION 6. Section 83-22 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

83-22. The service pipe is the pipe which conveys the water from the mains of the Chicago water works system to the building, structure, or premises served. Each service pipe shall be of sufficient size to permit the continuous and ample flow of water to supply adequately all floors at any given time. No service pipe of [an internal diameter] *a standard pipe size* less than one (1) inch shall be installed in any public way or other public place of the City, nor connected to the mains of the Chicago water works system.

Service pipes shall be sized according to the formula prescribed in Chapter 83-51 of this Code, plus any additional requirements for fire protection purposes. Each service pipe shall include a meter spreader connection of like size and of sufficient length to accommodate a full size meter.

SECTION 7. Section 83-23 of the Municipal Code of Chicago is hereby repealed and a new Section 83-23 is hereby enacted to read in italics as follows:

83-23. All new and replaced service pipes, installed after this section becomes effective, of one (1) inch standard pipe size, one and one-half (1-1/2) and two (2) inch standard pipe size shall be seamless Type K annealed (soft) copper water tube conforming to the requirements of A.S.T.M. Standard Specification B88-83.

SECTION 8. Section 83-24 of the Municipal Code of Chicago is hereby repealed and a new Section 83-24 is hereby enacted to read in italics as follows:

83-24. No newly installed water service pipe in a water service connected to a new building, structure, or premises shall be connected to existing water service pipes of materials other than that authorized in Sections 83-23 and 83-25 of the Municipal Code.

All repairs to existing service pipes and joints, or connections between existing and replacement service pipes, shall be made using fittings that are adaptable to the service pipe material being connected and that have been approved by the Department of Water. No filler material or flux with a lead content greater than 0.20% shall be used in the repair or installation of any service pipe two (2) inches or smaller.

Except for joints between new copper water tube service pipe and existing service pipe of another material, all joints to new service pipes two (2) inches standard pipe size or smaller shall be made using approved flared fittings or by brazing with approved solder-joint pressure fittings. The number of joints on new services shall be kept to a minimum. Joints

shall be made only at the corporation stop, stop cock, and valve (meter) settings, unless the distance between them exceeds the length of a standard coil of copper water tube of the diameter used. For the purposes of this section, the length of a standard coil of copper water tube shall be one hundred (100) feet for one (1) inch pipe, sixty (60) feet for one and one-half (1-1/2) inch pipe and forty (40) feet for two (2) inch pipe.

Flared copper water tube joints shall be made by the appropriate use of cast bronze fittings conforming to A.N.S.I. specification B16.26-83 and approved for flared copper water tube. Flared ends of copper water tube shall only be made with a flaring tool designed specifically for that purpose.

Brazed copper water tube service pipe joints shall be made by the appropriate use of cast copper alloy solder - joint pressure fittings conforming to A.N.S.I. specification B16.18-78 or wrought copper and copper alloy solder joint pressure fittings conforming to A.N.S.I. specification B16.22-80. The filler material shall be silver brazing alloy. Filler materials and fluxes with lead content greater than 0.20% are prohibited. Filler materials containing cadmium shall be used with adequate ventilation only.

SECTION 9. Section 83-28 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics as follows:

83-28. No [lead] *copper water tube* service pipe shall be connected to the mains of the Chicago water works system unless such service pipe is of sufficient length to permit the construction of a non-rigid swing section at its connection to such main. Such swing section shall be constructed in such manner as will completely absorb all strain to service pipe and main which may be caused by any shock, strain, or vibration to which said service pipe or main may be subjected, and each such swing shall move on an axis composed of the tap coupling and the threaded and screwed joint at the water main and shall conform to the rules and regulations of the Department of Water for such construction.

SECTION 10. Section 83-54 of the Municipal Code of Chicago is hereby repealed and a new Section 83-54 is enacted to read in italics as follows:

83-54. All new and replaced water supply pipe and fittings installed or replaced after the effective date of this section shall be of materials specified in Table 83-54, subject to the restrictions indicated in Column B of the Table. Water supply pipe and fittings shall conform to the Standards cited in Table 83- 54. When the surface of the ground is exposed to the weather, all water supply pipes shall be installed at a depth of not less than five (5) feet below the surface of the ground.

Table 83-54

Column A	Column B	Standard		
Pipe, tubing and fittings	For restricted use see foot- notes as indicated	A.N.S.I.	A.S.T.M.	A.W.W.A

<i>Column A</i>	<i>Column B</i>	<i>Standard</i>
<i>Black and Hot-dipped Zinc Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses.</i>	<i>A,F</i>	<i>A-120-82</i>
<i>Galvanized Only Steel Pipe Welder or Seamless (for coiling) Black or Galvanized Galvanized only</i>	<i>A,F</i>	<i>A-53-80</i>
<i>Cast Iron (Grey) Pipe</i>	<i>C</i>	<i>A21.12-71 C-112-71 A21.6-80 C-106-80 A21.8-75 C-108-75 A21.1-67 C-101-67</i>
<i>Ductile Iron Pipe</i>	<i>C</i>	<i>A21.51-76 C-151-76</i>
<i>Glass Pipe (see 82-21.1 of this code)</i>	<i>A,B</i>	
<i>Seamless Red Brass Pipe, Standard Sizes</i>	<i>A</i>	<i>B-43-80</i>
<i>Seamless Copper Pipe Standard Sizes</i>	<i>A</i>	<i>B-42-83</i>
<i>Seamless Copper Water Tube, Type K,L or M</i>	<i>A,D,E</i>	<i>B-88-83</i>
<i>Type K Seamless Copper Water Tube</i>	<i>A,B,D</i>	<i>B-88-83</i>
<i>Galvanized Malleable Iron Threaded Fittings Classes 150 and 300</i>	<i>A</i>	<i>B16.3-77</i>
<i>Galvanized Cast Iron Threaded Fittings Classes 125 and 250</i>	<i>A</i>	<i>A16.4-77</i>
<i>Galvanized Cast Iron Flanged Fittings Classes 125 and 250</i>	<i>A</i>	<i>B16.1-75</i>
<i>Ductile Iron or Grey Cast Iron Fittings</i>	<i>C</i>	<i>A21.10-82</i>

Column A	Column B	Standard
Cast Bronze Threaded Fittings Classes 125 and 250	A	B16.15-78
Cast Copper Alloy Solder-Joint Pressure Fittings	A,B,D	B16.18-78
Wrought Copper and Copper Alloy Solder Joint Fittings	A,B,D	B16.22-80
Cast Copper Alloy Fittings for Flared Copper Tubes	A,B,E	B16.26-83
Bronze Flanges and Flanged Fittings Classes 150 and 300	A	B16.24-79

Footnotes

A. *Water supply above ground.*

B. *Water supply underground.*

C. *Water supply above ground and underground. All cast-iron and ductile water supply pipe and special castings shall have an outside bituminous coating of either coal tar or asphalt base and a cement mortar lining conforming to ANSI A21.4-80 (AWWA C104-80). Joints for cast-iron and ductile iron water supply pipes may be of the mechanical joint type or push-on type conforming to ANSI A21.11-80 (AWWA C111-80) specification or lead and jute gasket caulked type. Each lead and jute gasket caulked joint shall be firmly packed not more than one-fourth (1/4) of its depth with hand picked untreated sterilized jute, flush filled with poured molten pure lead and firmly caulked. Joints for above ground cast-iron or ductile iron water supply pipes may also be of the flanged or grooved type, with the groove not cut deeper than the average effective part of a thread of the same size pipe.*

D. *The filler material for copper tubing sweat fittings above ground shall be 95/5 Tin-Antimony Solder or Silver Brazing Alloys. The filler material for copper tubing sweat fittings underground shall be Silver Brazing Alloys. Fillers containing cadmium shall be used with adequate ventilation. The use of filler materials or fluxes with lead content greater than 0.20% is prohibited. The number of joints shall be kept to a minimum in keeping with good plumbing practices.*

E. *Flared copper or compression fittings shall be in a readily accessible location and shall be used with annealed (soft) copper tube. Compression fittings shall not be larger than 1/2 inches and limited to connecting fixtures. A readily accessible means of direct*

access without the necessity of removing or moving any panel, door or similar obstruction shall be provided. The number of joints shall be kept to a minimum in keeping with good plumbing practices.

F. Shall meet the weight requirements of standard weight pipe or heavier.

SECTION 11. Chapter 83 of the Municipal Code of the City of Chicago be and hereby is amended by repealing Section 83.60

SECTION 12. This ordinance shall be in full force and effect six months after passage and publication and the provisions of this ordinance shall apply to installation or repairs made after that date. Installation complying with the revised provisions may be made prior to the effective date of this ordinance with permission from, and subject to special conditions of, the Department of Water.

**Action Deferred -- MUNICIPAL CODE CHAPTER 83 AMENDED
BY ADDING NEW SECTION 83-54.1 PERMITTING USE OF
PLASTIC PIPING FOR WATER SUPPLY SYSTEMS.**

The Committee on Committees and Rules submitted the following report which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, April 14, 1986.

To the President and Members of the City Council:

Your Committee on Committees and Rules having had under consideration an ordinance on (April 9, 1986), amending Chapter 83 of the Municipal Code of Chicago by adding a new Section 83-54.1, to permit the use of plastic piping for water, begs leave to recommend that the ordinance be referred to the Committee on Buildings.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissension.

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

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

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

SECTION 1. The Municipal Code of the City of Chicago be and hereby is amended by adding to Chapter 83, in proper numerical sequence, a new Section 83-54.1 to read in italics as follows:

83-54.1 Any new building to be constructed, or existing building to be repaired or rehabilitated, and used exclusively for family unit occupancy, which does not exceed four stories in height, may use plastic piping composed of polyvinyl chloride (P.V.C.), polybutylene (P.B.), or acrylonitrile butadiene styrene (A.B.S.) for above ground piping for cold water systems. Plastic piping for hot water pipes may be composed of chlorinated polyvinyl chloride (C.P.V.C.) or polybutylene (P.B.).

Material specified in this section shall only be used in accordance with the following A.S.T.M. standards:

Material	Standard	
Acrylonitrile butadiene styrene (A.B.S.)	A.S.T.M. D 1527-77	A.S.T.M. D 2282-77;
Chlorinated polyvinyl chloride (C.P.V.C.)	A.S.T.M. D 2846-73	A.S.T.M. F 441-77; A.S.T.M. F 442-77;
Polybutylene (P.B.)	A.S.T.M. D 2662-77	A.S.T.M. F 2666-75; A.S.T.M. D 3309-76;
Polyvinyl chloride (P.V.C.)	A.S.T.M. D 1785-76	A.S.T.M. D 2241-76.

In the event plastic pipe is used totally or partially in the water supply system, adequate electrical grounding requirements must be provided in accordance with Section 87-250.81. The provisions of this Section shall supercede and apply to the circumstances described herein without regard to the requirements of other provisions of the Municipal Code.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

Action Deferred -- MUNICIPAL CODE CHAPTER 82 AMENDED
BY ADDING NEW SECTION 82-30 PERMITTING USE
OF PLASTIC PIPING.

The Committee on Committees and Rules submitted the following report, which was, on motion of Alderman Roti and Alderman Burke, *Deferred* and ordered published:

CHICAGO, April 14, 1986.

To the President and Members of the City Council:

Your Committee on Committees and Rules having had under consideration an ordinance on (April 9, 1986), amending Chapter 82 of the Municipal Code of Chicago by adding a new Section 82-30, to permit the use of plastic piping, begs leave to recommend that the ordinance be referred to the Committee on Buildings.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissension.

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

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

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding in proper numerical sequence a new Section 82-30 to read in italics as follows:

82-30. Any new building to be constructed or existing building to be repaired or rehabilitated, and used exclusively for family unit occupancy, which does not exceed four stories in height may use plastic piping composed of polyvinyl chloride (P.V.C.) or acrylonitrile butadiene styrene (A.B.S.) for above ground piping for soil, waste and venting systems.

Materials specified in this section shall be used in accordance with the following A.S.T.M. standards:

<i>Material</i>	<i>Standard</i>
<i>Acrylonitrile butadiene styrene (A.B.S.)</i>	<i>A.S.T.M. D 2661-78</i>
<i>Polyvinyl Chloride (P.V.C.)</i>	<i>A.S.T.M. D 2665-78,</i>

The provisions of this section shall supercede and apply to the circumstances described herein without regard to the requirements of other provisions of the Municipal Code.

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

COMMITTEE ON STREETS AND ALLEYS.

AUTHORITY GRANTED FOR VACATION AND TERMINATION OF ORIGINAL EASEMENT AND ACCEPTANCE OF NEW EASEMENT IN SPECIFIED PUBLIC WAY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance granting authority for vacation and termination of original easement and acceptance of new easement in area bounded by West Jackson Boulevard, West Van Buren Street, South Wacker Drive, and South Franklin Street.

On motion of Alderman Cullerton, the said proposed ordinance 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, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule municipality pursuant to Article VII, Section 6A, of the 1970 Illinois Constitution; and

WHEREAS, Chicago Title and Trust Company ("Trustee"), not personally but as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000 ("Trust No. 10-90000") is the owner of the real property bounded by West Jackson Boulevard to the North, West Van Buren Street to the South, South Wacker Drive to the West and South Franklin Street to the East and legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Lincoln Property Company No. 1272 Ltd., an Illinois limited partnership ("Lincoln") has contracted to purchase from Trustee a portion of the Property as legally described on Exhibit B attached hereto and made a part hereof (the "Lincoln Parcel"); and

WHEREAS, The City was previously granted a perpetual easement (the "Original Easement") for the use and maintenance of a public way on a portion of the Property that was formerly a streetcar tunnel, which easement was granted by that certain Grant of Easement dated November 17, 1971, made by Chicago Transit Authority, a municipal corporation, in favor of the City and recorded with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 21716901 and as reserved in the public alley vacation ordinance recorded with said Office of the Recorder as Document No. 27399408; and

WHEREAS, Trustee and Lincoln (hereinafter referred to collectively as "Grantor") desire the vacation and termination of the Original Easement; and

WHEREAS, Grantor desires to grant to the City a substitute easement (the "New Easement") across a portion of the Property to provide controlled pedestrian access to that portion of the former streetcar tunnel located west of the east line of lower Wacker Drive, as more fully described in the New Easement; and

WHEREAS, The City has determined that the public interest will be served by the vacation and termination of the Original Easement and the corresponding relief to the

public from the further burden and responsibility for maintaining the Original Easement; and

WHEREAS, The City desires to accept the New Easement; now, therefore,

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

SECTION 1. The City Council of the City of Chicago hereby authorizes and approves the vacation and termination of the Original Easement, and the Commissioner of the Department of Public Works (the "Commissioner") is hereby authorized and directed to execute and the City Clerk to attest a Release and Vacation of Easement and Agreement to Grant Easement between Trustee and the City substantially in the form attached hereto as Exhibit C and made a part hereof, subject to approval thereof by the Corporation Counsel as to form and legality and subject further to the granting of the New Easement to the City by Grantor.

SECTION 2. The City Council further authorizes and approves the acceptance of the New Easement, and the Commissioner is hereby authorized and directed to execute and the City Clerk to attest an Easement Agreement between Grantor and the City substantially in the form attached hereto as Exhibit D and made a part hereof, subject to approval thereof by the Corporation Counsel as to form and legality.

SECTION 3. The Commissioner is further authorized to execute and the City Clerk to attest such other documents as may be necessary to effectuate the intent of this ordinance.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

Exhibits A, B, C and D attached to this ordinance read as follows:

Exhibit A.

Legal Description of Property.

That part of Lot 1 in Block 84, lying east of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3, and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, all taken as one tract, and bounded and described as follows:

Commencing at the north east corner of Lot 1 in Block 84 aforesaid; thence south along the east line of said block, being also the west line of South Franklin Street to the south east corner of Lot 2 in Assessor's Division aforesaid; thence west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street to the south west corner of Lot 9 in Assessor's Division aforesaid; thence north along the west line of said Lot 9, and along the west line of Lots 5, 8, 11, 14 and 17 in Egan and Morris' Subdivision aforesaid, and along the east line of South Market Street (now South Wacker Drive) to the place of

intersection with the north line of Block 84 aforesaid, being the south line of West Jackson Boulevard; thence east along the north line of Block 84 aforesaid to the herein designated place of beginning, all in Cook County, Illinois.

Exhibit B.

Legal Description of Lincoln Parcel.

Parcel 1:

That part of Lot 1 in Block 84, lying east of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3 and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows: Beginning at the northeast corner of Lot 1 in Block 84 aforesaid; thence south 0 degrees 00 minutes 00 seconds east along the east line of said block, being also the west line of South Franklin Street a distance of 397.86 feet to the southeast corner of Lot 2 in the Assessor's Division aforesaid; thence north 89 degrees 52 minutes 00 seconds west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street a distance of 84.30 feet to a point; thence north 0 degrees 08 minutes 00 seconds east perpendicularly to the south line of said block a distance of 80.30 feet to a point, said point being 84.113 feet west (measured perpendicularly) of the east line of said block; thence north 44 degrees 52 minutes 00 seconds west a distance of 73.12 feet to a point, said point being 266.030 feet south of the north line of said block and 135.696 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 134.032 feet to a point, said point being 132.004 feet south of said north line and 136.481 feet west of said east line (measured perpendicularly respectively); thence north 45 degrees 12 minutes 27 seconds east a distance of 73.12 feet to a point, said point being 80.30 feet south of said north line and 84.59 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 12 minutes 27 seconds east a distance of 80.30 feet to a point on said north line, said point being 84.30 feet west of the hereinabove designated point of beginning as measured on said north line, being also the south line of West Jackson Boulevard; thence south 89 degrees 47 minutes 33 seconds east along said north line a distance of 84.30 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Exhibit C.

Release and Vacation of Easement and
Agreement to Grant Easement.

This Release and Vacation of Easement and Agreement to Grant Easement (the "Agreement") is made as of this _____ day of _____, 1986 by and between the City of Chicago, a municipal corporation (the "City") and Chicago Title and Trust Company, not personally, but solely as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000 (the "Trustee").

The following recitals of facts are a material part of this instrument.

A. Trustee is the owner of that certain parcel of land located in the City of Chicago, County of Cook and State of Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. City was granted a perpetual easement for the use and maintenance of a public way on a portion of the Property that was formerly a streetcar tunnel as described on Exhibit B attached hereto and made a part hereof (the "Easement Parcel"), which easement is evidenced by that certain Grant of Easement dated November 17, 1971 made by Chicago Transit Authority, a municipal corporation, in favor of City and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 21716901 and as reserved in the public alley vacation ordinance recorded with the Office of the Recorder as Document No. 27399408 (the "Existing Easement"). The interest of the Chicago Transit Authority under the Existing Easement was assigned to LaSalle National Bank, not personally, but solely as Trustee under Trust Agreement dated September 9, 1979 and known as Trust No. 40000 ("LaSalle Trust No. 40000") by instrument recorded December 17, 1971 with the Office of the Recorder as Document No. 21752128, was subsequently assigned by LaSalle Trust No. 40000 to Chicago Title and Trust Company Trust No. 63495 ("C.T. & T. Trust No. 63495") and was further assigned by C.T. & T. Trust No. 63495 to Trustee.

C. The Property is zoned as a Business-Commercial Planned Development as evidenced by that certain Plan of Development No. 382 duly passed by the City Council of Chicago, Illinois on February 26, 1986, as amended from time to time (the "Plan").

D. To facilitate the development of the Property in accordance with the terms of the Plan, City has agreed to release and vacate the Existing Easement provided that Trustee agrees to grant to City a new easement (the "Replacement Easement") for controlled pedestrian access across and through certain portions of the Property to that portion of the former streetcar tunnel located west of the east line of lower Wacker Drive (the "Wacker Tunnel"), all as more fully described herein.

E. The parties wish to enter into this Agreement to release and vacate the Existing Easement and to agree to enter into the Replacement Easement.

Now, Therefore, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of the aforestated recital paragraphs are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. Effective as of the date hereof, City releases, terminates and vacates the Existing Easement in its entirety so that the title to the Property is free and clear of the Existing Easement, and City hereby agrees that it has no right, title or interest in the Property arising out of or related to the Existing Easement except as herein provided.

3. Trustee hereby agrees to grant to City the Replacement Easement which shall be evidenced by an easement agreement substantially in the form of Exhibit C attached hereto and made a part hereof (the "Replacement Agreement") providing for: (a) a present perpetual non-exclusive easement to the Wacker Tunnel for the purpose of the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access thereto) vertically through that portion of the Property hatched and designated "Maintenance Easement Premises" on Exhibit D attached hereto and made a part hereof (the "Maintenance Easement Premises"), and (b) a perpetual non-exclusive easement horizontally and vertically within that portion of the Property cross-hatched on Exhibit E attached hereto and made a part hereof as Trustee may from time to time designate which shall be at least fifteen (15) feet in width at grade level (the "Walkway Easement Premises", together with the Maintenance Easement Premises referred to herein collectively as the "Replacement Easement Area") for the purpose of: (i) controlled pedestrian access to the Completed Pedestrian Walkway (as that term is hereinafter defined) through the Wacker Tunnel; and (ii) the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access thereto) if: (x) City cannot complete such maintenance and repair by means of the access afforded to City through the Maintenance Easement Premises or through the point of access at the westerly end of the Wacker Tunnel; and (y) such access through the Walkway Easement Premises for maintenance and repair purposes does not unreasonably interfere with Trustee's use of the Replacement Easement Area; and (z) except in the case of emergencies, City shall send written notice to Trustee of City's intention to utilize the Walkway Easement Premises for maintenance and repair purposes at least ten (10) days prior to City's entry upon the Walkway Easement Premises for such purposes, which notice shall describe the nature and duration of the intended maintenance and repair work and the dates, times and means of ingress and egress that City shall utilize the Walkway Easement Premises for such purposes.

4. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the successors, mortgagees, grantees and assigns of the parties hereto.

5. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement, together with the Plan and the Replacement Agreement, embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as follows:

(a) If to Trustee:

Chicago Title and Trust Company
111 West Washington Street
Chicago, Illinois 60602
Attention: Land Trust Department

and

Gerald Kostelny
Lincoln Property Company
33 West Monroe Street, Suite 2620
Chicago, Illinois 60603

and

Mr. William Duvall
3300 One Lincoln Plaza
500 North Akard
Dallas, Texas 75201-3394

with a copy to:

Arthur E. Pape, Esq.
Katten, Muchin, Zavis, Pearl,
Greenberger & Galler
525 West Monroe Street
16th Floor
Chicago, Illinois 60606

(b) If to City:

Commissioner of Public Works
City Hall
121 North LaSalle Street
Room 406
Chicago, Illinois 60602

and

Commissioner of Planning
City Hall
121 North LaSalle Street
Room 1000
Chicago, Illinois 60602

and

Corporation Counsel
Department of Law
City Hall
121 North LaSalle Street
Room 511
Chicago, Illinois 60602

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

7. It is expressly agreed by the parties hereto, notwithstanding anything herein to the contrary, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Trustee while in form purporting to be the representations, covenants, undertakings and agreements of Trustee are nevertheless each and every one of them made and intended, not as personal representations, covenants, undertakings and agreements of Trustee or for the purpose or with the intention of binding Trustee personally, but are made and intended for the purpose only of subjecting the title holding interest and trust estate under said Trust No. 10-90000 to the terms of this Agreement and for no other purposes whatsoever, and in case of default hereunder by Trustee (or default through, under or by its beneficiary, or agents or representatives of said beneficiary), City shall look solely to the title holding interest and trust estate under said Trust No. 10-90000 and this Agreement is executed and delivered by Trustee not in its own right, but solely in the exercise of the power confirmed upon it as such Trustee; that Trustee shall have no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained and no liability or duty shall rest upon Trustee to sequester the trust estate or any rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, or shall at any time be asserted or enforceable against Trustee, Chicago Title and Trust Company, individually or personally, but only as Trustee under the provisions of a certain Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000, or against any beneficiary under the Trust Agreement described above, on account of this Agreement or on account of any representation, covenant, undertaking or agreement of Trustee in this Agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released by City and by all persons claiming by, through or under City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TRUSTEE:

CHICAGO TITLE AND TRUST
COMPANY, Not personally, but
solely as Trustee under Trust
Agreement dated October 2, 1985 and
known as Trust No. 10-90000

By: _____
 Title: _____

Attest:

 Title: _____

CITY:

CITY OF CHICAGO

By: _____
 Title: _____

Attest:

 Title: _____

THIS INSTRUMENT PREPARED BY:

Margaret A. Christie, Esq.
 Rudnick & Wolfe
 30 North LaSalle Street
 Chicago, Illinois 60602

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid,
 DO HEREBY CERTIFY that _____, personally known to me to be
 the _____ of the CITY OF CHICAGO, and
 _____, personally known to me to be the
 _____ of the CITY OF CHICAGO, 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 _____ and
 _____, they signed and delivered the said instrument and caused the
 official seal of said City to be affixed thereto pursuant to authority given by the City
 Council of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of
 _____, 1986.

 Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of Chicago Title and Trust Company, known to me to be acting not personally, but as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000 and _____, Secretary of said Trust Company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Trust Company, did affix the corporate seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1986.

 Notary Public

My Commission Expires:

Exhibit A.

Legal Description of Property.

That part of Lot 1 in Block 84, lying east of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, together with Lots 5, 6, 7, 8 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3, and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, all taken as one tract, and bounded and described as follows:

Commencing at the north east corner of Lot 1 in Block 84 aforesaid; thence south along the east line of said Block, being also the west line of South Franklin Street to the south east corner of Lot 2 in Assessor's Division aforesaid; thence west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street to the south west corner of

Lot 9 in Assessor's Division aforesaid; thence north along the west line of said Lot 9, and along the west line of Lots 5, 8, 11, 14 and 17 in Egan and Morris' Subdivision aforesaid, and along the east line of South Market Street (now South Wacker Drive) to the place of intersection with the north line of Block 84 aforesaid, being the south line of West Jackson Boulevard; thence east along the north line of Block 84 aforesaid to the herein designated place of beginning, all in Cook County, Illinois.

Exhibit B.

Easement Parcel.

That portion of the former streetcar tunnel as presently located or relocated under and through the following described real estate:

Lot 9 (except that part taken for the widening of S. Market Street now S. Wacker Drive) and Lots 7 and 8 all in Egan and Morris' Subdivision of Lots 2, 3 and 4 in Block 84 in School Section Addition to Chicago, Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit C.

Replacement Agreement.

Easement Agreement.

This Easement Agreement is made as of this _____ day of _____, 1986, by and among Chicago Title and Trust Company, not personally but solely as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000 (hereinafter referred to as "C.T. & T. Trust"), Lincoln Property Company No. 1272 Ltd., an Illinois limited partnership (hereinafter referred to as "Lincoln", together with C.T. & T. Trust hereinafter referred to collectively as "Grantor"), and City of Chicago, a municipal corporation (hereinafter referred to as "Grantee").

The following recitals of fact are a material part of this instrument.

A. C.T. & T. Trust is the owner of that certain parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit A-1 attached hereto and made a part hereof (the "C.T. & T. Property").

B. Lincoln is the owner of that certain parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit A-2 attached hereto and made a part hereof (the "Lincoln Property", together with C.T. & T. Property referred to collectively as the "Property").

C. City was previously granted a perpetual easement for the use and maintenance of a public way (which public way was never constructed) on a portion of the Property that was formerly a streetcar tunnel, which easement was evidenced by that certain Grant of Easement dated November 17, 1971 made by Chicago Transit Authority, a municipal

corporation, in favor of Grantee and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 21716901 and as reserved in the public alley vacation ordinance recorded with the Office of the Recorder as Document No. 27399408 (the "Original Easement").

D. The Property is zoned as a Business-Commercial Planned Development as evidenced by that certain Plan of Development No. 382 duly passed by the City Council of Chicago, Illinois on February 26, 1986, as amended from time to time (the "Plan"), which Plan contemplates the construction of a multiphased office development on the Property (the "Development"), the first phase of which (the "First Phase") includes, without limitation, the construction of certain open and/or enclosed public walkways and plazas at grade and other improvements necessary to permit controlled pedestrian traffic horizontally and vertically across and through portions of the Property as more fully described herein.

E. To facilitate the construction of the Development, Grantee agreed to release and vacate the Original Easement on the condition that a replacement easement, covenant or other appropriate instrument be subsequently filed and recorded with the Office of the Recorder. To evidence said agreement, C.T. & T. Trust and Grantee entered into that certain Release and Vacation of Easement and Agreement to Grant Easement dated _____, 1986 and recorded with the Office of the Recorder as Document No. _____ (the "Release Agreement"), whereby Grantee released and vacated the Original Easement, and C.T. & T. Trust agreed to grant or cause to be granted to Grantee a replacement easement.

F. To effectuate the terms of the Release Agreement, Grantor wishes to grant, and Grantee wishes to receive pursuant to the terms and conditions herein provided, a non-exclusive easement: (a) vertically through a portion of the Property for controlled pedestrian access (as that term is hereinafter defined) to that portion of the former streetcar tunnel located west of the east line of lower Wacker Drive (the "Wacker Tunnel") for the maintenance and repair of the Wacker Tunnel, and (b) horizontally and vertically across a portion of the Property for: (i) controlled pedestrian access to the Completed Pedestrian Walkway (as that term is defined in Paragraph 2 hereof) through the Wacker Tunnel and (ii) the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access thereto) as limited by the provisions of Paragraph 2 hereof.

Now, Therefore, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of the aforestated recital paragraphs are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. Grantor hereby grants, gives and conveys to Grantee for the purposes herein stated and for no other purpose; (a) a present perpetual non-exclusive easement to the Wacker Tunnel for the purpose of the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access thereto) vertically through that portion of the Property hatched and designated "Maintenance Easement Premises" on Exhibit B attached hereto and made a part hereof (the "Maintenance Easement Premises"), and (b) a perpetual non-

exclusive easement horizontally and vertically within the area cross-hatched on Exhibit C attached hereto and made a part hereof as Grantor may from time to time designate which shall be at least fifteen (15) feet in width at grade level (the "Walkway Easement Premises", which Walkway Easement Premises together with the Maintenance Easement Premises is referred to herein collectively as the "Easement Premises") for the purpose of: (i) controlled pedestrian access to the Completed Pedestrian Walkway (as that term is hereinafter defined) through the Wacker Tunnel; and (ii) the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access) if: (x) Grantee cannot complete such maintenance and repair by means of the access afforded to Grantee through the Maintenance Easement Premises or through the point of access at the westerly end of the Wacker Tunnel; and (y) such access through the Walkway Easement Premises for maintenance and repair purposes does not unreasonably interfere with Grantor's use of the Easement Premises; and (z) except in the case of emergencies, Grantee shall send written notice to Grantor of Grantee's intention to utilize the Walkway Easement Premises for maintenance and repair purposes at least ten (10) days prior to Grantee's entry upon the Walkway Easement Premises for such purposes, which notice shall describe the nature and duration of the intended maintenance and repair work and the dates, times and means of ingress and egress that Grantee shall utilize the Walkway Easement Premises for such purposes. Notwithstanding the aforesaid description of the Easement Premises, Grantor reserves the right to relocate either or both of the Maintenance Easement Premises and the Walkway Easement Premises pursuant to the terms of Paragraph 3.e. hereof.

For purposes of this Agreement, the term: (a) "Completed Pedestrian Walkway" shall mean a walkway through the Wacker Tunnel suitably constructed and improved in keeping with similar walkways located in the City of Chicago to permit controlled pedestrian access during all seasons to and from the point of access to the Wacker Tunnel on the east line of lower Wacker Drive to and from the point of access to the Wacker Tunnel on the west side of the Chicago River; and (b) "controlled pedestrian access" shall mean ingress and egress by human beings on foot as limited and regulated under the terms of this Agreement and shall not be deemed to include: (i) any other form or method of transportation (including, without limitation, bicycles, tricycles, motorcycles, mopeds, unicycles, skateboards, automobiles or trucks) except for baby strollers and perambulators and wheelchairs or similar devices utilized by the handicapped, or (ii) any other animals (including, without limitation, horses, cats or dogs) except for seeing-eye dogs.

3. Grantor reserves the following rights with respect to the Easement Premises so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the Easement Premises for the purposes herein granted:

- a. The right to construct, maintain, alter, restore and repair the improvements (all in accordance with customary architectural and engineering practices) to the Property contemplated by the Plan to the extent that such improvements are made directly to, on, through, around, under or over the Easement Premises (including, without limitation, the construction, maintenance and repair of walkways, plaza areas, stairways, signs, traffic control devices, doorways, hallways, escalators, subsurface parking facilities, landscaping, ramps and such other improvements as are necessary to afford controlled public access which is barrier-free to the handicapped) and to the extent that the construction, maintenance, restoration and

repair of the contemplated improvements on any portion of the Property require the use of or access to the Easement Premises;

- b. The right to construct, maintain, alter, restore and repair such other improvements to the Easement Premises, at the discretion of Grantor and to make any other surface or subsurface use thereof;
- c. The right to promulgate and enforce reasonable rules and regulations which shall be in compliance with Laws (as that term is defined in Paragraph 14 hereof) and consistent with Grantor's development, use and ownership of Property governing the use of and times and methods of access to the Easement Premises for security and safety reasons, which rules and regulations shall permit controlled pedestrian access to the Easement Premises for a minimum of fourteen (14) hours a day on Monday through Friday, and: (i) on Saturdays, Sundays and holidays, during which time Grantor will provide controlled pedestrian access as Grantor deems appropriate taking into account the needs of the public and (ii) during such other hours when Grantor may close off all or any portion or portions of the Easement Premises or permit Grantee access as may be required in the event of emergencies, casualties or calamities (natural or otherwise) occurring on or about the Easement Premises or the Wacker Tunnel;
- d. The right to grant additional access, utility or other easements over, upon and under and the right to grant others the right to use the Easement Premises;
- e. The right at any time, and from time to time, whether in conjunction with the construction of the Development, or otherwise to relocate the Easement Premises or any part thereof to a different portion of the Property, subject to the approval of Grantee, which approval Grantee may withhold only if the relocation shall unreasonably interfere with Grantee's use of the Easement Premises for the purposes herein granted. By no later than forty (40) days after receipt by Grantee of written notice from Grantor describing an intended relocation, Grantee shall deliver to Grantor in writing Grantee's approval of the relocation or Grantee's disapproval, which disapproval shall be accompanied by a written statement specifying the reasons therefor. Grantee's failure to respond within said forty (40) day period shall be deemed to mean that Grantee approves the relocation. Grantee shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish said relocation, including, without limitation, (a) the vacation of this Easement Agreement and the creation of a new easement agreement on the same terms as herein, but containing the description of the new Easement Premises, or (b) the amendment of this Easement Agreement to substitute the description of the new Easement Premises. Grantor shall pay all filing and recording costs necessary to effectuate such change and all costs of removing the existing easement and constructing the relocated easement; and
- f. The right to interrupt the use of or close the Easement Premises in order to perform, complete or effectuate any of the matters set forth in this Paragraph 3; provided, however, Grantor shall use its best efforts: (i) to perform, complete or effectuate such matters so as to reasonably minimize such interruption or closing and (ii) to provide alternative access to the Wacker Tunnel during such periods of

interruption, which access for purposes of the Walkway Easement Premises shall be not less than fifteen (15) feet in width at grade level. After the Completed Pedestrian Walkway in the Wacker Tunnel is opened for use by the public, Grantor shall (except in the case of emergencies) provide ten (10) days prior written notice to Grantee of Grantor's interruption of the use or closing of the Easement Premises as permitted under the terms of this Paragraph 3.f.

4. Grantor shall be responsible for all security measures to be taken with respect to the Easement Premises and any improvements constructed on the Easement Premises and, in the interior portions of any such improvements, shall maintain the temperature thereof at levels maintained in similar improvements located in the Chicago metropolitan area. The cost and expense of maintaining the Easement Premises in good condition and repair and otherwise performing Grantor's obligations under this Agreement shall be borne exclusively by Grantor; provided, however, that (i) from and after the date that two buildings on the Property are "open to the public" (as such term is defined below), the owner of each such building shall be liable for only one-half (1/2) of the cost of performing the Grantor's obligations (including, but not limited to, maintenance and indemnity obligations) under this Agreement and (ii) from and after the date that three buildings are open to the public, the owner of each building shall be liable for only one-third (1/3) of the cost of performing Grantor's obligations (including, but not limited to, maintenance and indemnity obligations) under this Agreement. The allocation of liability pursuant to clauses (i) and (ii) above shall apply notwithstanding that the owners of the then existing buildings may have assigned or allocated responsibility to perform any of Grantor's obligations under this Agreement to any one or more of such owners pursuant to any agreement or agreements between or among them.

Grantee agrees that in the event Grantee imposes a lien on the Property or any portion thereof pursuant to the terms of this Agreement, Grantee shall release such lien from the portion of the Property owned by any owner upon payment by such owner of the portion of the liability allocated to such owner (or unit owner, in the case of a condominium) under this Agreement by delivery to such owner of a release of such lien in recordable form.

For purposes of this Agreement, the term "open to the public" means with respect any building, the first to occur of: (a) substantial completion of the shell and core of such building (as evidenced by a certificate of substantial completion from the architect of said building which certification shall not be unreasonably withheld or delayed), or (b) the occupancy by the first tenant of such building.

Notwithstanding any other provisions of this Agreement, including, but not limited to, the previous provisions of this Paragraph 4: (a) no owner of any part of the Property shall have any liability pursuant to this Agreement with respect to any criminal or intentionally tortuous act or omission committed by the owner of any other part of the property or its agents, independent contractors, tenants or invitees; and (b) in the event that ownership of any portion of the Property or any building located thereon is subjected to the provisions of the Condominium Property Act of the State of Illinois, then all obligations of the owner of such portion shall be the several obligations of the unit owners and shall be allocated to such unit owners only to the extent of the percentage interest in common elements appurtenant to their respective units.

5. Subject to the limitations on liability herein contained, in particular Paragraphs 4, 6 and 22, all provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property or the Wacker Tunnel.

6. Whenever a transfer of ownership of either the Property, or any part thereof, or the Wacker Tunnel takes place, liability hereunder of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor, and any such transferee shall automatically take subject to (subject to the limitations on liability herein contained) the burdens and obligations running hereunder to the owner of the parcel being transferred which shall accrue from and after the date of such transfer.

- 7.a. Grantor assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of any improvements located on the Easement Premises) by Grantor, its agents, employees, licensees, contractors, guests or invitees and for those claiming through any of them (collectively, the "Grantor Group").
- b. Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Wacker Tunnel (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of the Wacker Tunnel or any improvements thereto) by Grantee, its agents, employees, licensees, contractors, guests or invitees and for those claiming through any of them (collectively, the "Grantee Group").
- 8.a. Grantor, for itself and for those claiming through Grantor, hereby releases Grantee, its officers, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantee Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantee Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration or repair of the improvements on the Easement Premises) by Grantor Group. Grantor hereby agrees to indemnify, defend and hold harmless the Grantee Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs

incurred by Grantee Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of any improvements located on the Easement Premises) by Grantor Group. Grantor shall cooperate with Grantee in the defense of any such claims, demands or action, including, where appropriate, the employment, at the expense of Grantee, of legal counsel satisfactory to Grantee.

- b. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, its beneficiary, officers, directors, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantor Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Wacker Tunnel (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration or repair of the Wacker Tunnel or any improvements thereto) by Grantee Group. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by Grantor Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Wacker Tunnel (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of the Wacker Tunnel or any improvements thereto) by Grantee Group. Grantee shall cooperate with Grantor in the defense of any such claims, demands or action, including, where appropriate, the employment, at the expense of Grantee, of legal counsel satisfactory to Grantor.

9. The easement granted herein shall in no event be deemed to be or construed as a dedication, and Grantor reserves the right to temporarily close the easement in order to prevent such a dedication or the accrual of any rights in the public. The easement granted herein is in lieu of any other easement rights which Grantee may have at law, in equity or by statute, and Grantee hereby waives any such rights it may have.

10. Grantee hereby agrees not to interfere with the use of any existing easement on, under, above or across the Property or the Easement Premises. Furthermore, Grantee hereby agrees not to interfere with the use of any easement hereafter granted on, under, above or across the Property or the Easement Premises or any other use of the Easement Premises so long as such easement, the use thereof or other use does not materially interfere with Grantee's rights hereunder.

11. Grantor, at its sole cost and expense, shall purchase and maintain in full force and effect during the term hereof the following insurance, provided that such insurance is available at commercially reasonable rates:

a. Comprehensive General Public Liability Insurance (including, but not limited to, contractual insurance covering, without limitation, Grantor's indemnification obligations hereunder) in an amount not less than \$3,000,000.00 per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$5,000,000.00; and

b. If applicable, Workmen's Compensation Insurance and Employer's Liability Insurance with limits of not less than \$500,000.00 in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any Employee Benefits Acts or other applicable statutes.

All policies of insurance to be maintained and provided as required above in this Paragraph 11: (i) shall be in form and companies reasonably satisfactory to Grantee; and (ii) shall include a provision therein requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' written notice to Grantee. Grantor will deliver to Grantee evidence satisfactory to Grantee of all such insurance, including additional and renewal policies and, in case of insurance policies about to expire, Grantor will deliver renewal policies marked "Paid" not less than thirty (30) days prior to the respective dates of expiration. Grantor shall increase the amounts of coverage required by this Paragraph 11 from time to time upon the request of Grantee if in the reasonable judgment of Grantee the risks insured thereby increased or the coverage afforded thereby is effectively reduced due to inflation or other market conditions. Grantee is self-insured, and Grantor acknowledges that so long as the City of Chicago is the owner of the Wacker Tunnel such self-insurance by Grantee is acceptable to Grantor.

In addition to the insurance described in Paragraphs 11.a. and 11.b. hereof, Grantor, at its sole cost and expense, shall purchase and maintain in full force and effect during the term hereof, provided that such insurance is available at commercially reasonable rates, fire and extended coverage insurance in amounts that will provide proceeds sufficient to provide a means of access to the Wacker Tunnel. The policy for said fire and extended coverage insurance shall contain a waiver of subrogation provided that such waiver shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or to increase the cost thereof.

12.a. Until such time as the Completed Pedestrian Walkway in the Wacker Tunnel is ready for use by the public, Grantor may construct and maintain a temporary wall for security and safety purposes along that portion of the west line of the Property adjoining the entrance to the Wacker Tunnel, provided, however, that such temporary wall shall not be constructed in such a manner as to deprive Grantee access to the Wacker Tunnel for the maintenance and repair thereof. Grantor shall remove such temporary wall at its sole cost and expense: (i) within sixty (60) days after receipt by Grantor of written notice from Grantee requesting Grantor to remove said wall in anticipation of the Completed Pedestrian Walkway in the Wacker Tunnel, which notice shall be accompanied by evidence satisfactory in form and substance to Grantor that the Wacker Tunnel Pedestrian Walkway is a

Completed Pedestrian Walkway or shall be a Completed Pedestrian Walkway at such time as the wall is removed; or (ii) as provided by the terms of the Construction Easement (as that term is defined in Paragraph 12.b. hereof) as may be necessary to permit access by Grantee to the Wacker Tunnel for construction purposes. Grantor shall complete such improvements to the Easement Premises as are necessary to provide access across and through the Easement Premises to the Completed Pedestrian Walkway within sixty (60) days after receipt by Grantor of written notice from Grantee that the Completed Pedestrian Walkway is ready to be opened for use by the public; provided, however, that Grantor does not have to comply with the provisions of this sentence until the earlier to occur of: (a) the completion of the construction of the First Phase (as that term is defined in Recital Paragraph D. hereof), or (b) six (6) years after the date of this Agreement.

- b. At such time as construction of the improvements to the Wacker Tunnel pedestrian walkway is to be commenced, if Grantee cannot enter the Wacker Tunnel from the point of access located on the west side of the Chicago River, Grantor agrees to grant to Grantee a temporary construction easement over portions of the Easement Premises (the "Construction Easement"), which Construction Easement shall be satisfactory in form and substance to Grantor and shall include, without limitation, provisions: (a) governing the times during which Grantee may use said portions of the Easement Premises; (b) limiting the duration of the Construction Easement to such time as is reasonably required for the completion of such improvements; (c) indemnifying Grantor against any and all liability, loss, claims, demands, liens (including, without limitation, mechanic's and materialmen's liens), damages, penalties, fines, interest, costs and expenses (including, without limitation, all reasonable attorney's fees and litigation costs incurred by Grantor in connection therewith) arising as a result of Grantee's use of the Construction Easement and requiring Grantee to repair any damage resulting to the Property and the improvements thereon which are sustained as a consequence of Grantee's use of the Construction Easement; (d) limiting the area of the Easement Premises affected by the Construction Easement to only such portions of the Easement Premises as are necessary for Grantee's purpose; (e) requiring that the Construction Easement and Grantee's use thereof cannot unreasonably interfere in any way with Grantor's use and enjoyment of the Easement Premises and any other part of the Property or any improvements thereon; and (f) requiring Grantor to remove the temporary wall described in Paragraph 12.a. hereof to the extent necessary to permit access by Grantee to the Wacker Tunnel for construction purposes so long as security and safety measures (including, without limitation, measures to protect the Property) satisfactory to Grantor regarding such access to the Wacker Tunnel and such other measures as Grantor may reasonably require governing the consequences of the removal of said temporary wall are established and in force at the time of the removal of said temporary wall. Nothing contained in this Paragraph 12.b. shall be deemed to obligate or require the City of Chicago to construct the Completed Pedestrian Walkway through the Wacker Tunnel.

13. The easement granted hereby shall in no way be deemed to grant to Grantee the right to construct any improvements on or make any alterations or modifications to any improvements now or hereafter constructed on the Easement Premises, such right being

reserved by Grantor, including, without limitation, the right to make such alterations as may be necessary to connect the Easement Premises to the Wacker Tunnel. Grantee shall not permit any lien to stand against the Easement Premises or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Premises or the Wacker Tunnel at the direction or sufferance of Grantee. In the event of any such lien attaching to the Easement Premises or any improvements thereon (subject, however, to the foregoing sentence), Grantee shall immediately have such lien released and failure by Grantee to do so shall constitute a breach of this Agreement.

If Grantor fails: (a) to commence the construction of such improvements to the Easement Premises as may be necessary to connect the Easement Premises to the Wacker Tunnel as provided in Paragraph 12.a hereof, or (b) to maintain the improvements on the Easement Premises in a manner consistent with the maintenance of similar improvements in the Chicago metropolitan area, and such failure in either case shall continue for sixty (60) days after written notice thereof (except that in the case of emergency maintenance work such written notice shall not be required, but Grantee will use its best efforts to telephonically notify Grantor) to Grantor by Grantee (provided, however, that where such failure cannot be cured within said sixty (60) day period, such period shall be extended for such time as is reasonably required to cure such failure so long as Grantor is diligently pursuing such cure to the extent possible), then Grantee, at Grantee's option, may make or cause to be made such alterations or perform or cause to be performed such maintenance and Grantor shall within thirty (30) days after demand reimburse Grantee for the cost thereof, together with interest accruing thereon at the Prime Rate (as defined in Paragraph 16 hereof) from and after the expiration of thirty (30) days following Grantor's receipt of evidence of such cost incurred by Grantee until the date of Grantee's receipt of full payment. If Grantor shall fail to repay Grantee as hereinabove provided, then Grantee shall have and is hereby granted a lien against the property to secure payment of said amounts, provided, however, that such lien shall at all times be subordinate and subject to: (a) any easement or lease affecting the Property or any mortgage on the fee simple title of or any leasehold interest in the Property; and (b) the terms and conditions contained in any agreement or agreements allocating Grantor's obligations and responsibilities hereunder between or among Grantor and any one or more owners of any portion of the Property.

14. All construction, maintenance, alteration, restoration and repair of improvements on the Easement Premises shall comply with applicable laws, statutes, building codes and regulations of general application (collectively "Laws") including, without limitation, all Laws related to providing barrier-free access to the handicapped. This Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections or approvals in order to construct, maintain, alter, restore or repair the improvements to the Easement Premises contemplated herein.

15. If Grantor fails to commence the construction of any improvements to the Easement Premises by the date four (4) years and six (6) months from the date of this Agreement and such failure shall continue for sixty (60) days after written notice thereof to Grantor by Grantee, then at Grantee's option, the easement created by this Agreement may be vacated and the Original Easement shall be reinstated. Grantor shall cooperate with Grantee in taking all steps necessary to accomplish said vacation and reinstatement and shall pay all filing and recording costs necessary to effectuate same. At such time as Grantor

commences the construction of any improvements to the Easement Premises (including, without limitation, the commencement of demolition work), the provisions of this Paragraph 15 respecting the commencement of such construction shall be deemed to have been satisfied and Grantee's option to vacate the easement created by this Agreement and to reinstate the Original Easement shall be deemed to be null and void and of no further force and effect.

16. Any breach or failure of Grantee to fulfill its duties and obligations under this Agreement, if such breach or failure shall continue for sixty (60) days after written notice thereof to Grantee by Grantor, shall give Grantor: (a) the right at Grantor's option, to perform same and Grantee shall on demand reimburse Grantor for the cost thereof, together with interest accruing thereon at the Prime Rate (which term for purposes of this Agreement shall be deemed to mean such rate as is from time to time announced by Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as its corporate base rate of interest and in the event that such rate ceases to be used, then the Prime Rate shall be deemed to mean such rate utilized by Continental Illinois National Bank and Trust Company of Chicago as its base rate of interest for commercial loans) from and after the expiration of thirty (30) days following Grantee's receipt of evidence of such cost incurred by Grantor until the date of Grantor's receipt of full payment and/or (b) the right to pursue any other right or remedy at law or in equity.

17 a. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement, together with the Plan and the Release Agreement, embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees, beneficiaries, and assigns of such parties and their respective successors, grantees and assigns.

b. As of the date of the execution by Grantor of this Agreement, C.T. & T. Trust represents that: (a) Grantor (or one of the parties comprising Grantor) is the owner of fee simple title to the Easement Premises; and (b) C.T. & T. Trust has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and all formal requirements necessary or required by any statutes, laws, articles of incorporation, charters or bylaws for it to enter into this Agreement have been fully complied with. As of the date of the execution by Grantor of this Agreement, Lincoln represents and warrants that: (a) Grantor (or one of the parties comprising Grantor) is the owner of fee simple title to the Easement Premises; and (b) Lincoln has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and all formal requirements necessary or required by any statutes, laws, articles of incorporation, charters, bylaws or partnership agreements for it to enter into this Agreement have been fully complied with.

c. At the time of the recordation of this Agreement, Grantor shall deliver to Grantee a copy of a commitment or policy for title insurance covering the Property and bearing a then current effective date.

18. Upon the recordation of this Agreement, Grantor shall be deemed to have satisfied the obligations imposed upon C.T. & T. Trust under Paragraph 3 of the Release Agreement,

and the terms and provisions of said Paragraph 3 shall be of no further force and effect and shall be superseded by the terms and provisions of this Agreement.

19. Neither Grantor, nor Grantee, shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the execution of documents, if and so long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense pre-emptions, acts of God, energy shortages, or similar causes beyond the reasonable control of Grantor or Grantee ("Unavoidable Delay") and the time limit for such performance shall be extended for a period equal to the period of such Unavoidable Delay; provided, however, that the party unable to perform (the "Non-Performing Party") shall notify the other party in writing, of the existence and nature of any Unavoidable Delay, within ten (10) days after such other party has notified the Non-Performing Party pursuant to this Agreement of its failure to perform. Thereafter, the Non-Performing Party shall, from time to time upon written request of the other party, keep the other party fully informed, in writing, of all further developments concerning the Unavoidable Delay and its non-performance.

20. Grantor and Grantee agree to promptly execute and deliver: (a) supplements or amendments to this Agreement to reflect the precise location of the Easement Premises as such location may be determined with greater specificity when construction of the improvements thereon are completed and as such location may be relocated from time to time in accordance with the provisions of Paragraph 3.e. hereof; and (b) any modification, amendment or supplement to this Agreement as may be reasonably requested by any lender providing financing for the acquisition of the Property, or any part thereof, or for the construction, maintenance, alteration, restoration or repair of any improvements made to the Property, or any part thereof, or for the refinancing of any of the foregoing, so long as such modifications, amendments or supplements do not materially and adversely affect the duties, obligations, rights and privileges imposed upon or inuring to the benefit of Grantor and Grantee hereunder.

21. All notices and other communications given pursuant to this Easement Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as follows:

- (a) If to C.T. & T. Trust:

Chicago Title and Trust Company
111 West Washington Street
Chicago, Illinois 60602
Attention: Land Trust Department

- (b) If to Lincoln:

Gerald Kostelny
Lincoln Property Company
33 West Monroe Street, Suite 2620
Chicago, Illinois 60603

and

William Duvall
3300 One Lincoln Plaza
500 North Akard
Dallas, Texas 75201-3394

with a copy to:

Arthur E. Pape, Esq.
Katten, Muchin, Zavis, Pearl,
Greenberger & Galler
525 West Monroe Street
16th Floor
Chicago, Illinois 60606

(c) If to Grantee:

Commissioner of Public Works
City Hall
121 North LaSalle Street
Room 406
Chicago, Illinois 60602

and

Commissioner of Planning
City Hall
121 North LaSalle Street
Room 1000
Chicago, Illinois 60602

and

Corporation Counsel
Department of Law
City Hall
121 North LaSalle Street
Room 511
Chicago, Illinois 60602

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

22. For purposes of this Paragraph 22, the term "beneficiary" shall be deemed to include the owner or owners of the beneficial interest of any land trust that owns fee simple title to the Property, or any part thereof. Notwithstanding anything herein to the contrary, each and all of the representations, covenants, undertakings, indemnities and agreements herein made on the part of Grantor while in form purporting to be the representations, covenants, undertakings, indemnities and agreements of Grantor are nevertheless each and every one of them made and intended, not as personal representations, covenants, undertakings, indemnities and agreements by Grantor or the beneficiary of the C.T.&T. Trust or Lincoln (or any partners or sub-partnership comprising Lincoln) or for the purpose or with the intention of binding Grantor or the beneficiary of the C.T.&T. Trust or Lincoln (or any partners or sub-partnership comprising Lincoln) personally, but are made and intended for the purpose only of subjecting the title holding interests and the trust estates under C.T.&T. Trust and Lincoln's interest in the Lincoln Property (and to the extent that any part of the Property is ever subjected to the terms of a ground lease, the tenant's interest under such a lease) to the terms of this instrument and for no other purposes whatsoever, and in case of default hereunder by Grantor (or default through, under or by the beneficiary of the C.T.&T. Trust, or any of the agents or representatives of said beneficiary), Grantee shall look solely to the title holding interests and the trust estates under C.T.&T. Trust and Lincoln's interest in the Lincoln Property (and to the extent that any part of the Property is ever subjected to the terms of a ground lease, the tenant's interest under such a lease) and this instrument is executed and delivered by C.T.&T. Trust not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, that the Grantor and the beneficiary of the C.T.&T. Trust and Lincoln (or any partners or sub-partnership comprising Lincoln) shall have no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained and no liability or duty shall rest upon Grantor to sequester the trust estates or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, or shall at any time be asserted or enforceable against, Grantor, or against the beneficiary of the C.T.&T. Trust and Lincoln (and any partners or sub-partnership comprising Lincoln) on account of this instrument or on account of any representation, covenant, undertaking, indemnity or agreement of Grantor in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Grantee and by all persons claiming by, through or under Grantee. Grantor and Grantee agree that the limitations on liability contained in this Paragraph 22: (a) are in addition to the limitations set forth in Paragraphs 4 and 6 hereof; and (b) are binding upon and inure to the benefit of any and all successors, grantees, beneficiaries, and assigns of Grantor and Grantee.

In Witness Whereof, the parties hereto have executed this Easement Agreement as of the day and year first above written.

Grantor:

Chicago Title and Trust Company, not personally, but solely as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000

Attest: _____
Title: _____

By: _____
Title: _____

Lincoln Property Company No. 1272 Ltd.

By: _____
a General Partner

Grantee:

City of Chicago

Attest: _____
Title: _____

By: _____
Title: _____

This Instrument Prepared By:

Margaret A. Christie, Esq.
Rudnick & Wolfe
30 North LaSalle Street
Chicago, Illinois 60602
(312) 368-4028

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of Chicago Title and Trust Company, known to me to be acting not personally, but as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000 and _____, Secretary of said Trust Company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Trust Company, did affix the corporate seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this _____ day of _____, 1986.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, a general partner of Lincoln Property Company No. 1272 LTD., an Illinois limited partnership, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this _____ day of _____, 1986.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the City of Chicago, 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 _____ and _____, they signed and delivered the said instrument and caused the official seal of said City to be affixed thereto pursuant to authority given by the City Council of said City, for the uses and purposes there set forth.

GIVEN, under my hand and Notarial Seal this _____ day of _____, 1986.

Notary Public

My Commission Expires:

Exhibit A-1.

Legal Description of C.T. & T. Property.

Parcel 2:

That part of Lot 1 in Block 84, lying East of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3, and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows: Commencing at the northeast corner of Lot 1 in Block 84 aforesaid; thence south 0 degrees 00 minutes 00 seconds east along the east line of said Block, being also the west line of South Franklin Street a distance of 397.86 feet to the southeast corner of Lot 2 in the Assessor's Division aforesaid; thence north 89 degrees 52 minutes 00 seconds west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street a distance of 84.30 feet to the herein designated point of beginning; thence north 0 degrees 08 minutes 00 seconds east perpendicularly to the south line of said Block a distance of 80.30 feet to a point, said point being 84.113 feet west (measured perpendicularly) of the east line of said Block; thence north 44 degrees 52 minutes 00 seconds west a distance of 73.12 feet to a point, said point being 266.030 feet south of the north line of said Block and 135.696 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 66.807 feet to a point, said point being 199.227 feet south of said north line and 136.087 feet west of said east line (measured perpendicularly respectively); thence north 89 degrees 58 minutes 52 seconds west a distance of 189.243 feet to a point on the west line of Egan and Morris' Subdivision aforesaid being also the east line of South Market Street (now South Wacker Drive), said point being 199.85 feet south (as measured along the east line of South Market Street) (now South Wacker Drive) of the north line of said Block; thence south 0 degrees 08 minutes 18 seconds west along said west line of Egan and Morris' Subdivision and along the west line of the Assessor's Division aforesaid, being also the east line of South Market Street (now South Wacker Drive), a distance of 198.43 feet to the southwest corner of Lot 9 in Assessor's Division aforesaid; thence south 89 degrees 52 minutes 00 seconds east along the south line of said Block, being also the north line of West Van Buren Street, a distance of 241.51 feet to the hereinabove designated point of beginning, in Cook County, Illinois; and

Parcel 3:

That part of Lot 1 in Block 84, lying east of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris'

Subdivision of Lots 2, 3 and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows: Commencing at northeast corner of Lot 1 in Block 84 aforesaid; thence south 0 degrees 00 minutes 00 seconds east along the east line of said Block, being also the west line of South Franklin Street a distance of 397.86 feet to the southeast corner of Lot 2 in the Assessor's Division aforesaid; thence north 89 degrees 52 minutes 00 seconds west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street a distance of 84.30 feet to a point; thence north 0 degrees 08 minutes 00 seconds east perpendicularly to the south line of said Block a distance of 80.30 feet to a point, said point being 84.113 feet west (measured perpendicularly) of the east line of said Block; thence north 44 degrees 52 minutes 00 seconds west a distance of 73.12 feet to a point, said point being 266.030 feet south of the north line of said Block and 135.696 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 66.807 feet to the herein designated point of beginning, said point being 199.227 feet south of said north line and 136.087 feet west of said east line (measured perpendicularly respectively); thence continuing north 0 degrees 20 minutes 08 seconds west a distance of 67.225 feet to a point, said point being 132.004 feet south of said north line and 136.481 feet west of said east line (measured perpendicularly respectively); thence north 45 degrees 12 minutes 27 seconds east a distance of 73.12 feet to a point, said point being 80.30 feet south of said north line and 84.59 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 12 minutes 27 seconds east a distance of 80.30 feet to a point on said north line, said point being 84.30 feet west of the northeast corner of Lot 1 aforesaid; thence north 89 degrees 47 minutes 33 seconds west along said north line, being also the south line of West Jackson Boulevard a distance of 240.55 feet to the point of intersection with the east line of South Market Street (now South Wacker Drive); thence south 0 degrees 08 minutes 18 seconds west along said east line of South Market Street and along the west line of Egan and Morris' Subdivision aforesaid a distance of 199.85 feet to a point; thence south 89 degrees 58 minutes 52 seconds east a distance of 189.243 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Exhibit A-2.

Legal Description of Lincoln Property.

Parcel 1:

That part of Lot 1 in Block 84, lying east of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3 and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows: Beginning at the Northeast corner of Lot 1 in Block 84 aforesaid; thence south 0 degrees 00 minutes 00 seconds east along the east line of said Block, being also the west line of South Franklin Street a distance of 397.86 feet to the southeast corner of Lot 2 in the Assessor's Division aforesaid; thence north 89 degrees 52 minutes 00 seconds west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street a distance of 84.30 feet to a point; thence north 0 degrees 08 minutes 00 seconds east perpendicularly to the south line of said Block a distance of 80.30 feet to a point, said point being 84.113 feet west (measured perpendicularly) of the east line

of said Block; thence north 44 degrees 52 minutes 00 seconds west a distance of 73.12 feet to a point, said point being 266.030 feet south of the north line of said Block and 135.696 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 134.032 feet to a point, said point being 132.004 feet south of said north line and 136.481 feet west of said east line (measured perpendicularly respectively); thence north 45 degrees 12 minutes 27 seconds east a distance of 73.12 feet to a point, said point being 80.30 feet south of said north line and 84.59 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 12 minutes 27 seconds east a distance of 80.30 feet to a point on said north line, said point being 84.30 feet west of the hereinabove designated point of beginning as measured on said north line, being also the south line of West Jackson Boulevard; thence south 89 degrees 47 minutes 33 seconds east along said north line a distance of 84.30 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Exhibit D.

Easement Agreement.

This Easement Agreement is made as of this _____ day of _____, 1986, by and among Chicago Title and Trust Company, not personally but solely as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000 (hereinafter referred to as "C.T. & T. Trust"), Lincoln Property Company No. 1272 Ltd., an Illinois limited partnership (hereinafter referred to as "Lincoln", together with C.T. & T. Trust hereinafter referred to collectively as "Grantor"), and City of Chicago, a municipal corporation (hereinafter referred to as "Grantee").

The following recitals of fact are a material part of this instrument.

A. C.T. & T. Trust is the owner of that certain parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit A-1 attached hereto and made a part hereof (the "C.T. & T. Property").

B. Lincoln is the owner of that certain parcel of land in the City of Chicago, County of Cook and State of Illinois, legally described in Exhibit A-2 attached hereto and made a part hereof (the "Lincoln Property", together with C.T. & T. Property referred to collectively as the "Property").

C. City was previously granted a perpetual easement for the use and maintenance of a public way (which public way was never constructed) on a portion of the Property that was formerly a streetcar tunnel, which easement was evidenced by that certain Grant of Easement dated November 17, 1971 made by Chicago Transit Authority, a municipal corporation, in favor of Grantee and recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 21716901 and as reserved in the public alley vacation ordinance recorded with the Office of the Recorder of Deeds as Document No. 27399408 (the "Original Easement").

D. The Property is zoned as a Business-Commercial Planned Development as evidenced

(Continued on page 29361)

EXHIBIT B

PLAN OF MAINTENANCE
EASEMENT PREMISES
WEST JACKSON BOULEVARD

TO BE MAINTAINED
OUT TO BE MAINTAINED
DEFLECTION MAINTENANCE EASEMENT
PREMISES TO BE MAINTAINED AREA

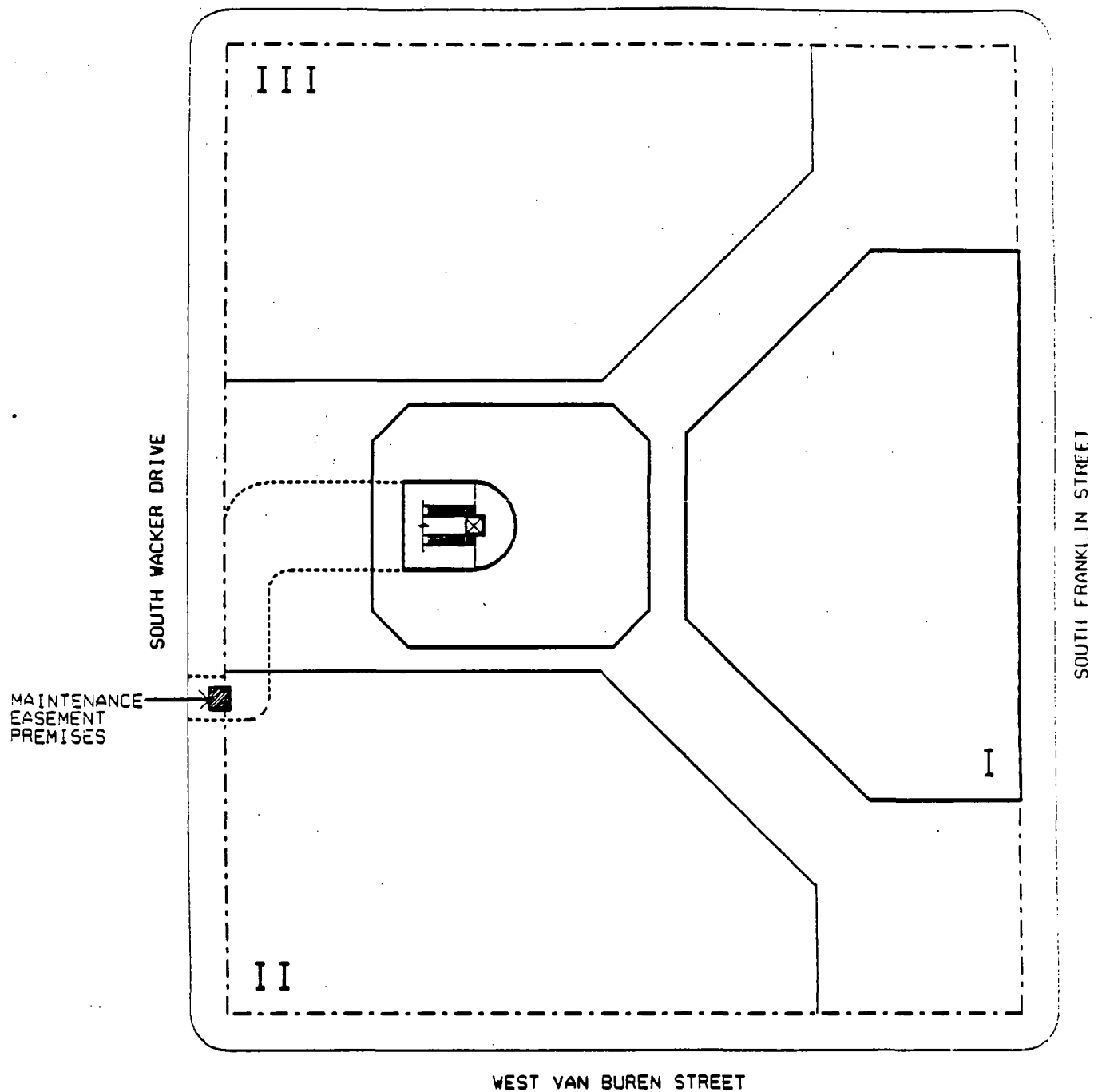
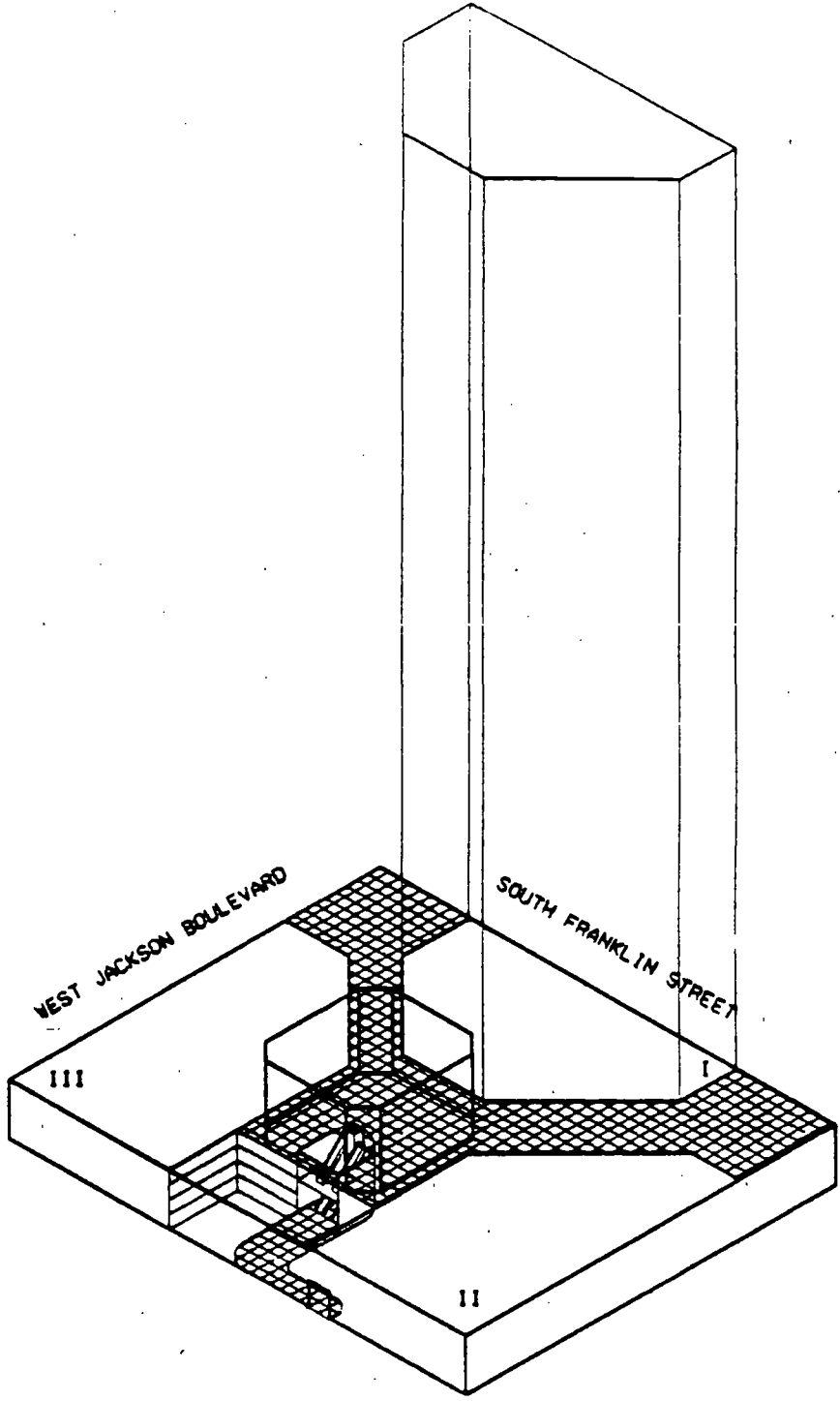


EXHIBIT A
PLAN OF WALKWAY
EASEMENT PREMISES

NOT TO BE RELIED ON AS A
DEPICTION. WALKWAY EASEMENT
PREMISES TO BE LOCATED WITHIN
CROSS HATCHED AREA.



WALKWAY EASEMENT
PREMISES



(includes escalators, elevators or
other means of vertical transportation
as Grantor may designate)

EXHIBIT C CONTINUED

FOR LOTS WITH A PLANNED
NOT TO BE RELIED ON AS EXACT
DEPICTION. WALKWAY EASEMENT
PREMISES TO BE LOCATED WITHIN
CROSS HATCHED AREA.

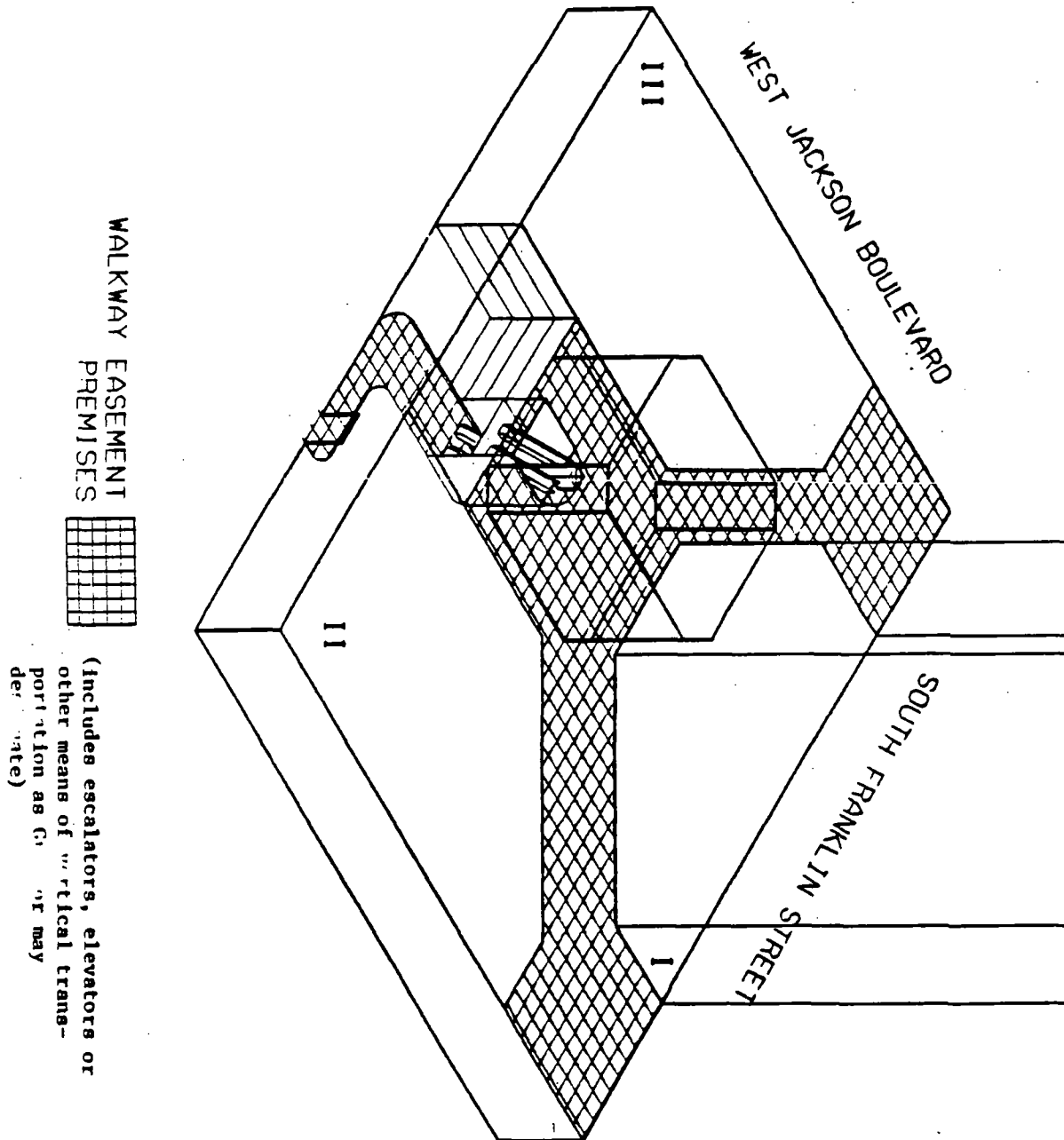


EXHIBIT D

MAINTENANCE EASEMENT PREMISES

FOR INFORMATION ONLY
ONLY AND NOT TO BE RELIED
ON AS EXACT DEPICTION OF
MAINTENANCE EASEMENT
PREMISES

WEST JACKSON BOULEVARD

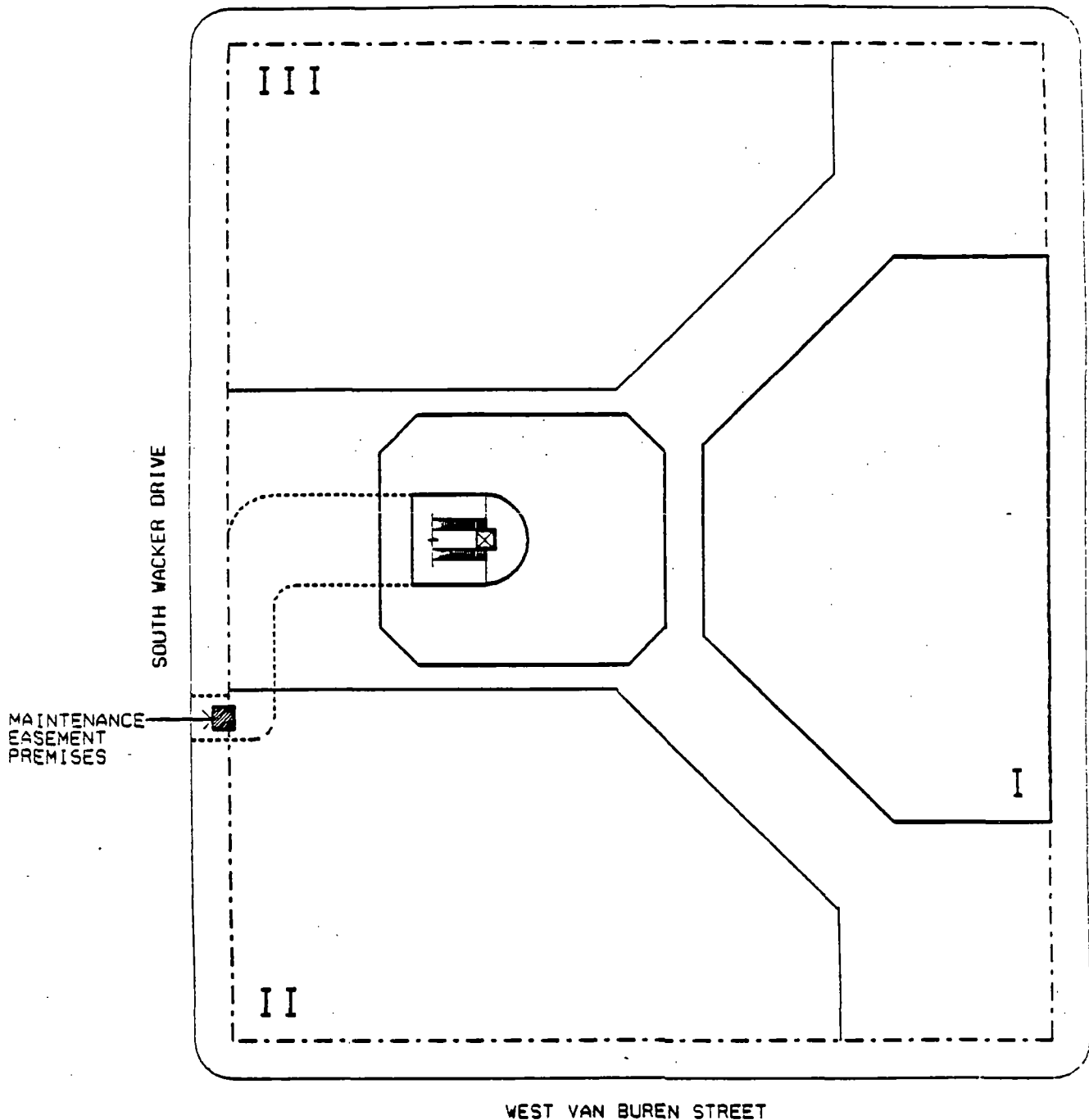
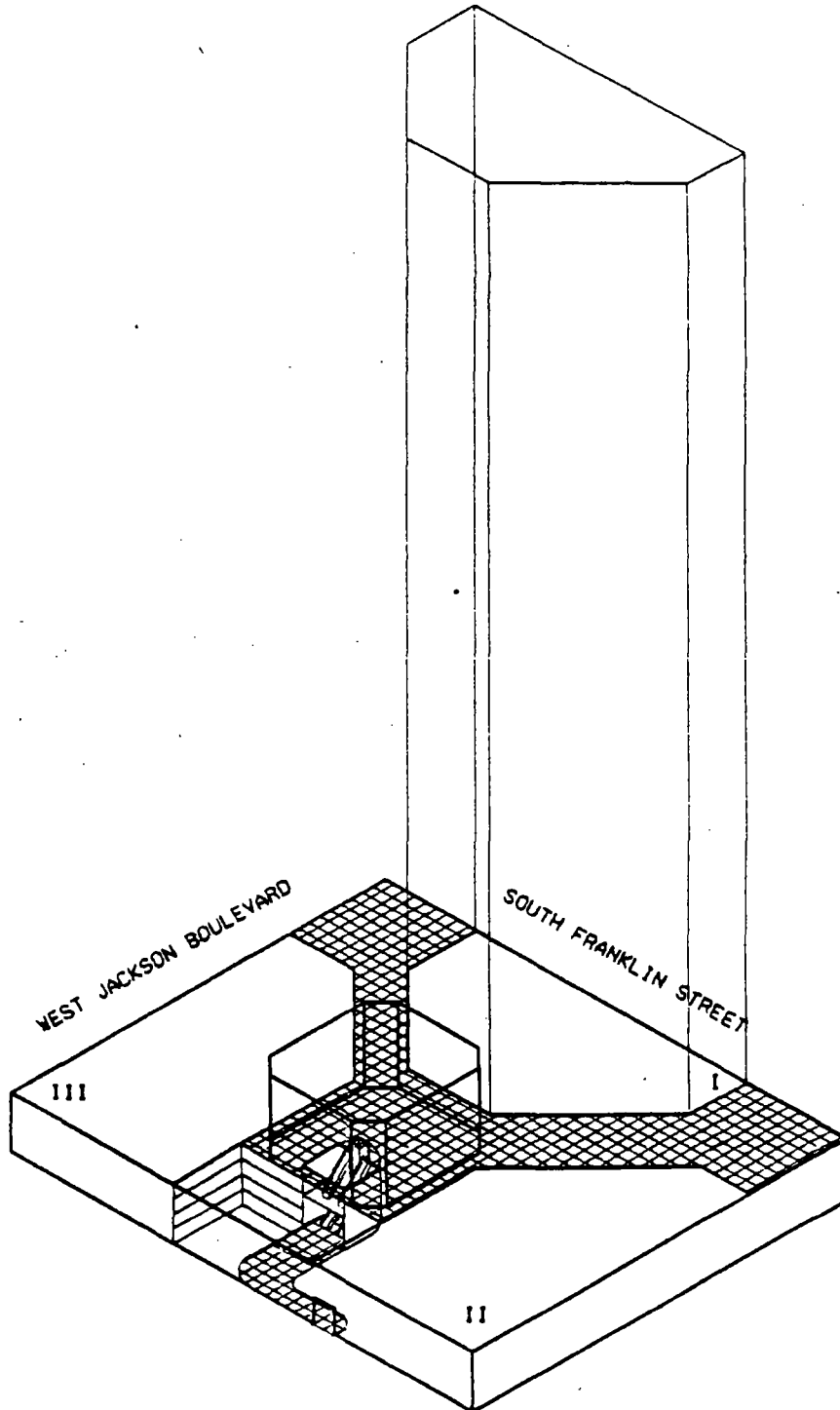


EXHIBIT
 PLAN OF WALKWAY
 EASEMENT PREMISES

FOR ILLUSTRATIVE PURPOSES ONLY. NOT TO BE RELIED ON AS EXACT DEPICTION. WALKWAY EASEMENT PREMISES TO BE LOCATED WITHIN CROSS HATCHED AREA.



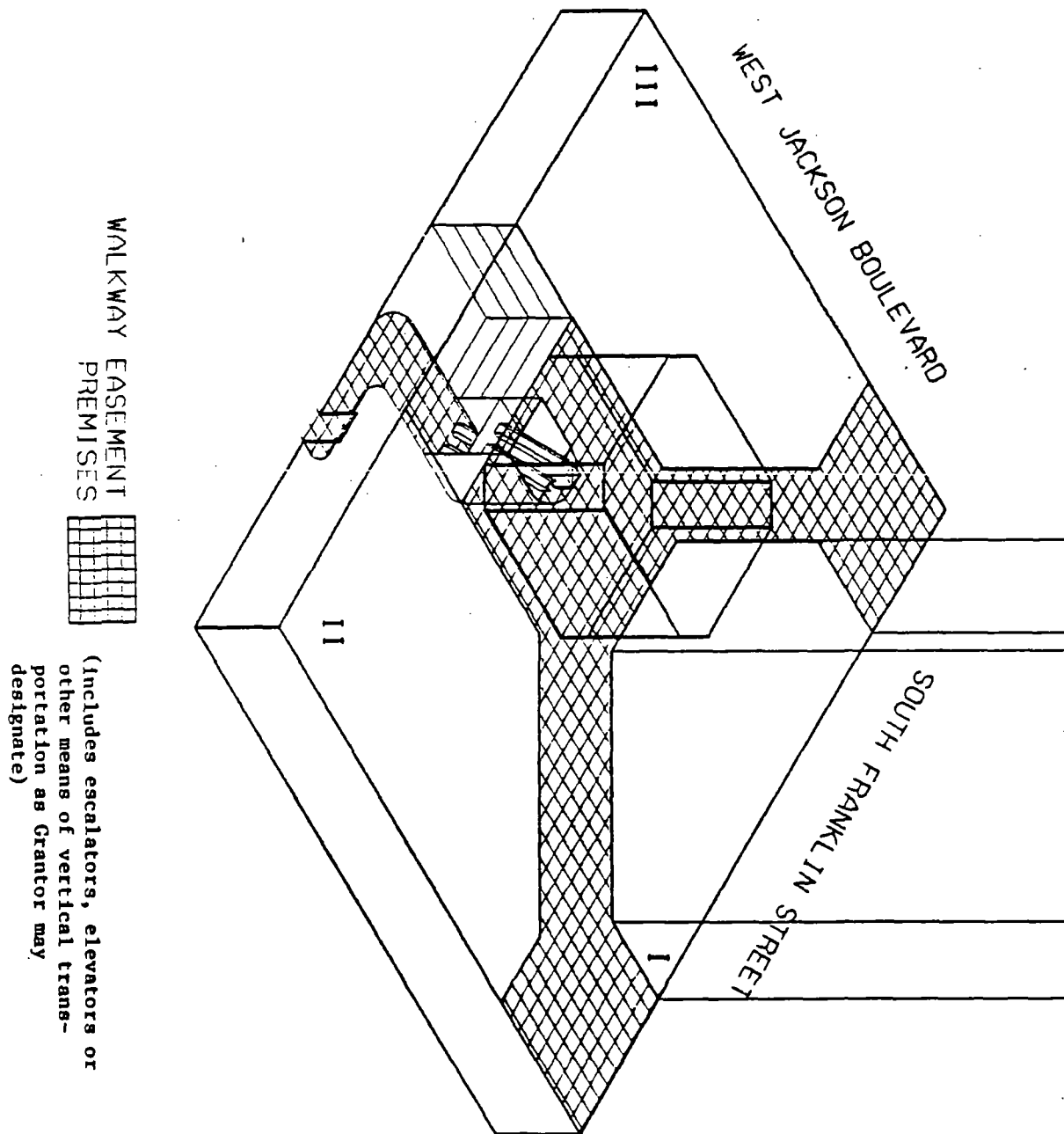
WALKWAY EASEMENT
 PREMISES



(includes escalators, elevators or
 other means of vertical transportation
 as Grantor may designate)

EXHIBIT E CONTINUED

FOR ILLUSTRATIVE PURPOSES ONLY AND
NOT TO BE RELIED ON AS EXACT
DEPICTION. WALKWAY EASEMENT
PREMISES TO BE LOCATED WITHIN
CROSS HATCHED AREA.



(Continued from page 29354)

by that certain Plan of Development No. 382 duly passed by the City Council of Chicago, Illinois on February 26, 1986, as amended from time to time (the "Plan"), which Plan contemplates the construction of a multiphased office development on the Property (the "Development"), the first phase of which (the "First Phase") includes, without limitation, the construction of certain open and/or enclosed public walkways and plazas at grade and other improvements necessary to permit controlled pedestrian traffic horizontally and vertically across and through portions of the Property as more fully described herein.

E. To facilitate the construction of the Development, Grantee agreed to release and vacate the Original Easement on the condition that a replacement easement, covenant or other appropriate instrument be subsequently filed and recorded with the Office of the Recorder. To evidence said agreement, C.T. & T. Trust and Grantee entered into that certain Release and Vacation of Easement and Agreement to Grant Easement dated _____, 1986 and recorded with the Office of the Recorder as Document No. _____ (the "Release Agreement"), whereby Grantee released and vacated the Original Easement, and C.T. & T. Trust agreed to grant or cause to be granted to Grantee a replacement easement.

F. To effectuate the terms of the Release Agreement, Grantor wishes to grant, and Grantee wishes to receive pursuant to the terms and conditions herein provided, a non-exclusive easement: (a) vertically through a portion of the Property for controlled pedestrian access (as that term is hereinafter defined) to that portion of the former streetcar tunnel located west of the east line of lower Wacker Drive (the "Wacker Tunnel") for the maintenance and repair of the Wacker Tunnel, and (b) horizontally and vertically across a portion of the Property for: (i) controlled pedestrian access to the Completed Pedestrian Walkway (as that term is defined in Paragraph 2 hereof) through the Wacker Tunnel and (ii) the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access thereto) as limited by the provisions of Paragraph 2 hereof.

Now, therefore, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of the aforestated recital paragraphs are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. Grantor hereby grants, gives and conveys to Grantee for the purposes herein stated and for no other purpose: (a) a present perpetual non-exclusive easement to the Wacker Tunnel for the purpose of the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access thereto) vertically through that portion of the Property hatched and designated "Maintenance Easement Premises" on Exhibit B attached hereto and made a part hereof (the "Maintenance Easement Premises"), and (b) a perpetual non-exclusive easement horizontally and vertically within the area cross-hatched on Exhibit C attached hereto and made a part hereof as Grantor may from time to time designate which shall be at least fifteen (15) feet in width at grade level (the "Walkway Easement Premises", which Walkway Easement Premises together with the Maintenance Easement

Premises is referred to herein collectively as the "Easement Premises") for the purpose of: (i) controlled pedestrian access to the Completed Pedestrian Walkway (as that term is hereinafter defined) through the Wacker Tunnel; and (ii) the maintenance and repair of the Wacker Tunnel (by means of controlled pedestrian access) if: (x) Grantee cannot complete such maintenance and repair by means of the access afforded to Grantee through the Maintenance Easement Premises or through the point of access at the westerly end of the Wacker Tunnel; and (y) such access through the Walkway Easement Premises for maintenance and repair purposes does not unreasonably interfere with Grantor's use of the Easement Premises; and (z) except in the case of emergencies, Grantee shall send written notice to Grantor of Grantee's intention to utilize the Walkway Easement Premises for maintenance and repair purposes at least ten (10) days prior to Grantee's entry upon the Walkway Easement Premises for such purposes, which notice shall describe the nature and duration of the intended maintenance and repair work and the dates, times and means of ingress and egress that Grantee shall utilize the Walkway Easement Premises for such purposes. Notwithstanding the aforesaid description of the Easement Premises, Grantor reserves the right to relocate either or both of the Maintenance Easement Premises and the Walkway Easement Premises pursuant to the terms of Paragraph 3.e. hereof.

For purposes of this Agreement, the term: (a) "Completed Pedestrian Walkway" shall mean a walkway through the Wacker Tunnel suitably constructed and improved in keeping with similar walkways located in the City of Chicago to permit controlled pedestrian access during all seasons to and from the point of access to the Wacker Tunnel or the east line of lower Wacker Drive to and from the point of access to the Wacker Tunnel on the west side of the Chicago River; and (b) "controlled pedestrian access" shall mean ingress and egress by human beings on foot as limited and regulated under the terms of this Agreement and shall not be deemed to include: (i) any other form or method of transportation (including, without limitation, bicycles, tricycles, motorcycles, mopeds, unicycles, skateboards, automobiles or trucks) except for baby strollers and perambulators and wheelchairs or similar devices utilized by the handicapped, or (ii) any other animals (including, without limitation, horses, cats or dogs) except for seeing-eye dogs.

3. Grantor reserves the following rights with respect to the Easement Premises so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the Easement Premises for the purposes herein granted:

- a. The right to construct, maintain, alter, restore and repair the improvements (all in accordance with customary architectural and engineering practices) to the Property contemplated by the Plan to the extent that such improvements are made directly to, on, through, around, under or over the Easement Premises (including, without limitation, the construction, maintenance and repair of walkways, plaza areas, stairways, signs, traffic control devices, doorways, hallways, escalators, subsurface parking facilities, landscaping, ramps and such other improvements as are necessary to afford controlled public access which is barrier-free to the handicapped) and to the extent that the construction, maintenance, restoration and repair of the contemplated improvements on any portion of the Property requires the use of or access to the Easement Premises;

- b. The right to construct, maintain, alter, restore and repair such other improvements to the Easement Premises, at the discretion of Grantor and to make any other surface or subsurface use thereof;
- c. The right to promulgate and enforce reasonable rules and regulations which shall be in compliance with Laws (as that term is defined in Paragraph 14 hereof) and consistent with Grantor's development, use and ownership of Property governing the use of and times and methods of access to the Easement Premises for security and safety reasons, which rules and regulations shall permit controlled pedestrian access to the Easement Premises for a minimum of fourteen (14) hours a day on Monday through Friday, and: (i) on Saturdays, Sundays and holidays, during which time Grantor will provide controlled pedestrian access as Grantor deems appropriate taking into account the needs of the public and (ii) during such other hours when Grantor may close off all or any portion or portions of the Easement Premises or permit Grantee access as may be required in the event of emergencies, casualties or calamities (natural or otherwise) occurring on or about the Easement Premises or the Wacker Tunnel;
- d. The right to grant additional access, utility or other easements over, upon and under and the right to grant others the right to use the Easement Premises;
- e. The right at any time, and from time to time, whether in conjunction with the construction of the Development, or otherwise to relocate the Easement Premises or any part thereof to a different portion of the Property, subject to the approval of Grantee, which approval Grantee may withhold only if the relocation shall unreasonably interfere with Grantee's use of the Easement Premises for the purposes herein granted. By no later than forty (40) days after receipt by Grantee of written notice from Grantor describing an intended relocation, Grantee shall deliver to Grantor in writing Grantee's approval of the relocation or Grantee's disapproval, which disapproval shall be accompanied by a written statement specifying the reasons therefor. Grantee's failure to respond within said forty (40) day period shall be deemed to mean that Grantee approves the relocation. Grantee shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish said relocation, including, without limitation, (a) the vacation of this Easement Agreement and the creation of a new easement agreement on the same terms as herein, but containing the description of the new Easement Premises, or (b) the amendment of this Easement Agreement to substitute the description of the new Easement Premises. Grantor shall pay all filing and recording costs necessary to effectuate such change and all costs of removing the existing easement and constructing the relocated easement; and
- f. The right to interrupt the use of or close the Easement Premises in order to perform, complete or effectuate any of the matters set forth in this Paragraph 3; provided, however, Grantor shall use its best efforts: (i) to perform, complete or effectuate such matters so as to reasonably minimize such interruption or closing and (ii) to provide alternative access to the Wacker Tunnel during such periods of interruption, which access for purposes of the Walkway Easement Premises shall be not less than fifteen (15) feet in width at grade level. After the Completed Pedestrian Walkway in the Wacker tunnel is opened for use by the public, Grantor shall (except in the case of emergencies) provide ten (10) days prior written notice

to Grantee of Grantor's interruption of the use or closing of the Easement Premises as permitted under the terms of this Paragraph 3.f.

4. Grantor shall be responsible for all security measures to be taken with respect to the Easement Premises and any improvements constructed on the Easement Premises and, in the interior portions of any such improvements, shall maintain the temperature thereof at levels maintained in similar improvements located in the Chicago metropolitan area. The cost and expense of maintaining the Easement Premises in good condition and repair and otherwise performing Grantor's obligations under this Agreement shall be borne exclusively by Grantor; provided, however, that (i) from and after the date that two buildings on the Property are "open to the public" (as such term is defined below), the owner of each such building shall be liable for only one-half (1/2) of the cost of performing the Grantor's obligations (including, but not limited to, maintenance and indemnity obligations) under this Agreement and (ii) from and after the date that three buildings are open to the public, the owner of each building shall be liable for only one-third (1/3) of the cost of performing Grantor's obligations (including, but not limited to, maintenance and indemnity obligations) under this Agreement. The allocation of liability pursuant to clauses (i) and (ii) above shall apply notwithstanding that the owners of the then existing buildings may have assigned or allocated responsibility to perform any of Grantor's obligations under this Agreement to any one or more of such owners pursuant to any agreement or agreements between or among them.

Grantee agrees that in the event Grantee imposes a lien on the Property or any portion thereof pursuant to the terms of this agreement, Grantee shall release such lien from the portion of the Property owned by any owner upon payment by such owner of the portion of the liability allocated to such owner (or unit owner, in the case of a condominium) under this Agreement by delivery to such owner of a release of such lien in recordable form.

For purposes of this Agreement, the term "open to the public" means with respect any building, the first to occur of: (a) substantial completion of the shell and core of such building (as evidenced by a certificate of substantial completion from the architect of said building which certification shall not be unreasonably withheld or delayed), or (b) the occupancy by the first tenant of such building.

Notwithstanding any other provisions of this Agreement, including, but not limited to, the previous provisions of this Paragraph 4: (a) no owner of any part of the Property shall have any liability pursuant to this Agreement with respect to any criminal or intentionally tortuous act or omission committed by the owner of any other part of the Property or its agents, independent contractors, tenants or invitees; and (b) in the event that ownership of any portion of the Property or any building located thereon is subjected to the provisions of the Condominium Property Act of the State of Illinois, then all obligations of the owner of such portion shall be the several obligations of the unit owners and shall be allocated to such unit owners only to the extent of the percentage interest in common elements appurtenant to their respective units.

5. Subject to the limitations on liability herein contained, in particular Paragraphs 4, 6 and 22, all provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property or the Wacker Tunnel.

6. Whenever a transfer of ownership of either the Property, or any part thereof, or the Wacker Tunnel takes place, liability hereunder of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor, and any such transferee shall automatically take subject to (subject to limitations on liability herein contained) the burdens and obligations running hereunder to the owner of the parcel being transferred which shall accrue from and after the date of such transfer.

- 7.a. Grantor assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of any improvements located on the Easement Premises) by Grantor, its agents, employees, licensees, contractors, guests or invitees and for those claiming through any of them (collectively, the "Grantor Group").
- b. Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Wacker Tunnel (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of the Wacker Tunnel or any improvements thereto) by Grantee, its agents, employees, licensees, contractors, guests or invitees and for those claiming through any of them (collectively, the "Grantee Group").
- 8.a. Grantor, for itself and for those claiming through Grantor, hereby releases Grantee, its officers, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantee Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantee Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Easement Premises (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration or repair of the improvements on the Easement Premises) by Grantor Group. Grantor hereby agrees to indemnify, defend and hold harmless the Grantee Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by Grantee Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Easement Premises (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of any improvements located on the Easement Premises) by Grantor Group. Grantor shall cooperate with Grantee in the defense of any such

claims, demands or action, including, where appropriate, the employment, at the expense of Grantee, of legal counsel satisfactory to Grantee.

- b. Grantee, for itself and for those claiming through Grantee, hereby releases Grantor, its beneficiary, officers, directors, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "Grantor Indemnitees") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Grantor Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Wacker Tunnel (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration or repair of the Wacker Tunnel or any improvements thereto) by Grantee Group. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by Grantor Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Wacker Tunnel (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration or repair of the Wacker Tunnel or any improvements thereto) by Grantee Group. Grantee shall cooperate with Grantor in the defense of any such claims, demands or action, including, where appropriate, the employment, at the expense of Grantee, of legal counsel satisfactory to Grantor.

9. The easement granted herein shall in no event be deemed to be or construed as a dedication, and Grantor reserves the right to temporarily close the easement in order to prevent such a dedication or the accrual of any rights in the public. The easement granted herein is in lieu of any other easement rights which Grantee may have at law, in equity or by statute, and Grantee hereby waives any such rights it may have.

10. Grantee hereby agrees not to interfere with the use of any existing easement on, under, above or across the Property or the Easement Premises. Furthermore, Grantee hereby agrees not to interfere with the use of any easement hereafter granted on, under, above or across the Property or the Easement Premises or any other use of the Easement Premises so long as such easement, the use thereof or other use does not materially interfere with Grantee's rights hereunder.

11. Grantor, at its sole cost and expense, shall purchase and maintain in full force and effect during the term hereof the following insurance, provided that such insurance is available at commercially reasonable rates:

- a. Comprehensive General Public Liability Insurance (including, but not limited to, contractual insurance covering, without limitation, Grantor's indemnification obligations hereunder) in an amount not less than \$3,000,000.00 per occurrence whether

involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$5,000,000.00; and

b. If applicable, Workmen's Compensation Insurance and Employer's Liability Insurance with limits of not less than \$500,000.00 in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any Employee Benefits Acts or other applicable statutes.

All policies of insurance to be maintained and provided as required above in this Paragraph 11: (i) shall be in form and companies reasonably satisfactory to Grantee; and (ii) shall include a provision therein requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' written notice to Grantee. Grantor will deliver to Grantee evidence satisfactory to Grantee of all such insurance, including additional and renewal policies and, in case of insurance policies about to expire, Grantor will deliver renewal policies marked "Paid" not less than thirty (30) days prior to the respective dates of expiration. Grantor shall increase the amounts of coverage required by this Paragraph 11 from time to time upon the request of Grantee if in the reasonable judgment of Grantee the risks insured thereby increased or the coverage afforded thereby is effectively reduced due to inflation or other market conditions. Grantee is self-insured, and Grantor acknowledges that so long as the City of Chicago is the owner of the Wacker Tunnel such self-insurance by Grantee is acceptable to Grantor.

In addition to the insurance described in Paragraphs 11.a. and 11.b. hereof, Grantor, at its sole cost and expense, shall purchase and maintain in full force and effect during the term hereof, provided that such insurance is available at commercially reasonable rates, fire and extended coverage insurance in amounts that will provide proceeds sufficient to provide a means of access to the Wacker Tunnel. The policy for said fire and extended coverage insurance shall contain a waiver of subrogation provided that such waiver shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or to increase the cost thereof.

12.a. Until such time as the Completed Pedestrian Walkway in the Wacker Tunnel is ready for use by the public, Grantor may construct and maintain a temporary wall for security and safety purposes along that portion of the west line of the Property adjoining the entrance to the Wacker Tunnel, provided, however, that such temporary wall shall not be constructed in such a manner as to deprive Grantee access to the Wacker Tunnel for the maintenance and repair thereof. Grantor shall remove such temporary wall at its sole costs and expense: (i) within sixty (60) days after receipt by Grantor of written notice from Grantee requesting Grantor to remove said wall in anticipation of the Completed Pedestrian Walkway in the Wacker Tunnel, which notice shall be accompanied by evidence satisfactory in form and substance to Grantor that the Wacker Tunnel Pedestrian Walkway is a Completed Pedestrian Walkway or shall be a Completed Pedestrian Walkway at such time as the wall is removed; or (ii) as provided by the terms of the Construction Easement (as that term is defined in Paragraph 12.b. hereof) as may be necessary to permit access by Grantee to the Wacker Tunnel for construction purposes. Grantor shall complete such improvements to the Easement Premises as are necessary to provide access across and through the Easement Premises to the Completed Pedestrian Walkway within sixty (60) days

after receipt by Grantor of written notice from Grantee that the Completed Pedestrian Walkway is ready to be opened for use by the public; provided, however, that Grantor does not have to comply with the provisions of this sentence until the earlier to occur of: (a) the completion of the construction of the First Phase (as that term is defined in Recital Paragraph D. hereof), or (b) six (6) years after the date of this Agreement.

- b. At such time as construction of the improvements to the Wacker Tunnel Pedestrian Walkway is to be commenced, if Grantee cannot enter the Wacker Tunnel from the point of access located on the west side of the Chicago River, Grantor agrees to grant to Grantee a temporary construction easement over portions of the Easement Premises (the "Construction Easement"), which Construction Easement shall be satisfactory in form and substance to Grantor and shall include, without limitation, provisions: (a) governing the times during which Grantee may use said portions of the Easement Premises; (b) limiting the duration of the Construction Easement to such time as is reasonably required for the completion of such improvements; (c) indemnifying Grantor against any and all liability, loss, claims, demands, liens (including, without limitation, mechanics' and materialmen's liens), damages, penalties, fines, interest, costs and expenses (including, without limitation, all reasonable attorney's fees and litigation costs incurred by Grantor in connection therewith) arising as a result of Grantee's use of the Construction Easement and requiring Grantee to repair any damage resulting to the Property and the improvements thereon which are sustained as a consequence of Grantee's use of the Construction Easement; (d) limiting the area of the Easement Premises affected by the Construction Easement to only such portions of the Easement Premises as are necessary for Grantee's purpose; (e) requiring that the Construction Easement and Grantee's use thereof cannot unreasonably interfere in any way with Grantor's use and enjoyment of the Easement Premises and any other part of the Property or any improvements thereon; and (f) requiring Grantor to remove the temporary wall described in Paragraph 12.a. hereof to the extent necessary to permit access by Grantee to the Wacker Tunnel for construction purposes so long as security and safety measures (including, without limitation, measures to protect the Property) satisfactory to Grantor regarding such access to the Wacker Tunnel and such other measures as Grantor may reasonably require governing the consequences of the removal of said temporary wall are established and in force at the time of the removal of said temporary wall. Nothing contained in this Paragraph 12.b. shall be deemed to obligate or require the City of Chicago to construct the Completed Pedestrian Walkway through the Wacker Tunnel.

13. The easement granted hereby shall in no way be deemed to grant to Grantee the right to construct any improvements on or make any alterations or modifications to any improvements now or hereafter constructed on the Easement Premises, such right being reserved by Grantor, including, without limitation, the right to make such alterations as may be necessary to connect the Easement Premises to the Wacker Tunnel. Grantee shall not permit any lien to stand against the Easement Premises or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Premises or the Wacker Tunnel at the direction or sufferance of Grantee. In the event of any such lien attaching to the Easement Premises or

any improvements thereon (subject, however, to the foregoing sentence), Grantee shall immediately have such lien released and failure by Grantee to do so shall constitute a breach of this Agreement.

If Grantor fails: (a) to commence the construction of such improvements to the Easement Premises as may be necessary to connect the Easement Premises to the Wacker Tunnel as provided in Paragraph 12.a hereof, or (b) to maintain the improvements on the Easement Premises in a manner consistent with the maintenance of similar improvements in the Chicago metropolitan area, and such failure in either case shall continue for sixty (60) days after written notice thereof (except that in the case of emergency maintenance work such written notice shall not be required, but Grantee will use its best efforts to telephonically notify Grantor) to Grantor by Grantee (provided, however, that where such failure cannot be cured within said sixty (60) day period, such period shall be extended for such time as is reasonably required to cure such failure so long as Grantor is diligently pursuing such cure to the extent possible), then Grantee, at Grantee's option, may make or cause to be made such alterations or perform or cause to be performed such maintenance and Grantor shall within thirty (30) days after demand reimburse Grantee for the cost thereof, together with interest accruing thereon at the Prime Rate (as defined in Paragraph 16 hereof) from and after the expiration of thirty (30) days following Grantor's receipt of evidence of such cost incurred by Grantee until the date of Grantee's receipt of full payment. If Grantor shall fail to repay Grantee as hereinabove provided, then Grantee shall have and is hereby granted a lien against the Property to secure payment of said amounts, provided, however, that such lien shall at all times be subordinate and subject to: (a) any easement or lease affecting the Property or any mortgage on the fee simple title of or any leasehold interest in the Property; and (b) the terms and conditions contained in any agreement or agreements allocating Grantor's obligations and responsibilities hereunder between or among Grantor and any one or more owners of any portion of the Property.

14. All construction, maintenance, alteration, restoration and repair of improvements on the Easement Premises shall comply will applicable laws, statutes, building codes and regulations of general application (collectively "Laws") including, without limitation, all Laws related to providing barrier-free access to the handicapped. The Agreement does not abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections or approvals in order to construct, maintain, alter, restore or repair the improvements to the Easement Premises contemplated herein.

15. If Grantor fails to commence the construction of any improvements to the Easement Premises by the date four (4) years and six (6) months from the date of this Agreement and such failure shall continue for sixty (60) days after written notice thereof to Grantor by Grantee, then at Grantee's option, the easement created by this Agreement may be vacated and the Original Easement shall be reinstated. Grantor shall cooperate with Grantee in taking all steps necessary to accomplish said vacation and reinstatement and shall pay all filing and recording costs necessary to effectuate same. At such time as Grantor commences the construction of any improvements to the Easement Premises (including, without limitation, the commencement of demolition work), the provisions of this Paragraph 15 respecting the commencement of such construction shall be deemed to have been satisfied and Grantee's option to vacate the easement created by this Agreement and to reinstate the Original Easement shall be deemed to be null and void and of no further force and effect.

16. Any breach or failure of Grantee to fulfill its duties and obligations under this Agreement, if such breach or failure shall continue for sixty (60) days after written notice thereof to Grantee by Grantor, shall give Grantor: (a) the right at Grantor's option, to perform same and Grantee shall on demand reimburse Grantor for the cost thereof, together with interest accruing thereon at the Prime Rate (which term for purposes of this Agreement shall be deemed to mean such rate as is from time to time announced by Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as its corporate base rate of interest and in the event that such rate ceases to be used, then the Prime Rate shall be deemed to mean such rate utilized by Continental Illinois National Bank and Trust Company of Chicago as its base rate of interest for commercial loans) from and after the expiration of thirty (30) days following Grantee's receipt of evidence of such cost incurred by Grantor until the date of Grantor's receipt of full payment and/or (b) the right to pursue any other right or remedy at law or in equity.

17 a. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement, together with the Plan and the Release Agreement, embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees, beneficiaries, and assigns of such parties and their respective successors, grantees and assigns.

b. As of the date of the execution by Grantor of this Agreement, C.T. & T. Trust represents that: (a) Grantor (or one of the parties comprising Grantor) is the owner of fee simple title to the Easement Premises; and (b) C.T. & T. Trust has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and all formal requirements necessary or required by any statutes, laws, articles of incorporation, charters or bylaws for it to enter into this Agreement have been fully complied with. As of the date of the execution by Grantor of this Agreement, Lincoln represents and warrants that: (a) Grantor (or one of the parties comprising Grantor) is the owner of fee simple title to the Easement Premises; and (b) Lincoln has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and all formal requirements necessary or required by any statutes, laws, articles of incorporation, charters, bylaws or partnership agreements for it to enter into this Agreement have been fully complied with.

c. At the time of the recordation of the Agreement, Grantor shall deliver to Grantee a copy of a commitment or policy for title insurance covering the Property and bearing a then current effective date.

18. Upon the recordation of this Agreement, Grantor shall be deemed to have satisfied the obligations imposed upon C.T. & T. Trust under Paragraph 3 of the Release Agreement, and the terms and provisions of said Paragraph 3 shall be of no further force and effect and shall be superseded by the terms and provisions of this Agreement.

19. Neither Grantor nor Grantee shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the execution of documents, if and so long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or

municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense pre-emptions, acts of God, energy shortages, or similar causes beyond the reasonable control of Grantor or Grantee ("Unavoidable Delay") and the time limit for such performance shall be extended for a period equal to the period of such Unavoidable Delay; provided, however, that the party unable to perform (the "Non-Performing Party") shall notify the other party in writing, of the existence and nature of any Unavoidable Delay, within ten (10) days after such other party has notified the Non-Performing Party pursuant to this Agreement of its failure to perform. Thereafter, the Non-Performing Party shall, from time to time upon written request of the other party, keep the other party fully informed, in writing, of all further developments concerning the Unavoidable Delay and its non-performance.

20. Grantor and Grantee agree to promptly execute and deliver: (a) supplements or amendments to this Agreement to reflect the precise location of the Easement Premises as such location may be determined with greater specificity when construction of the improvements thereon are completed and as such location may be relocated from time to time in accordance with the provisions of Paragraph 3e hereof; and (b) any modification, amendment or supplement to this Agreement as may be reasonably requested by any lender providing financing for the acquisition of the Property, or any part thereof, or for the construction, maintenance, alteration, restoration or repair of any improvements made to the Property, or any part thereof, or for the refinancing of any of the foregoing, so long as such modifications, amendments or supplements do not materially and adversely affect the duties, obligations, rights and privileges imposed upon or inuring to the benefit of Grantor and Grantee hereunder.

21. All notices and other communications given pursuant to this Easement Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as follows:

(a) If to C.T.&T. Trust:

Chicago Title and Trust Company
111 West Washington Street
Chicago, Illinois 60602
Attention: Land Trust Department

(b) If to Lincoln:

Gerald Kostelny
Lincoln Property Company
33 West Monroe Street, Suite 2620
Chicago, Illinois 60603

and

William Duvall
3300 One Lincoln Plaza

500 North Akard
Dallas, Texas 75201-3394

with a copy to:

Arthur E. Pape, Esq.
Katten, Muchin, Zavis, Pearl,
Greenberger & Galler
525 West Monroe Street
16th Floor
Chicago, Illinois 60606

(c) If to Grantee:

Commissioner of Public Works
City Hall
121 North LaSalle Street
Room 406
Chicago, Illinois 60602

and

Commissioner of Planning
City Hall
121 North LaSalle Street
Room 1000
Chicago, Illinois 60602

and

Corporation Counsel
Department of Law
City Hall
121 North LaSalle Street
Room 511
Chicago, Illinois 60602

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

22. For purposes of this Paragraph 22, the term "beneficiary" shall be deemed to include the owner or owners of the beneficial interest of any land trust that owns fee simple title to the Property, or any part thereof. Notwithstanding anything herein to the contrary, each and all of the representations, covenants, undertakings, indemnities and agreements herein made on the part of Grantor while in form purporting to be the representations, covenants, undertakings, indemnities and agreements of Grantor are nevertheless each and every one of them made and intended, not as personal representations, covenants, undertakings, indemnities and agreements by Grantor or the beneficiary of the C.T.&T.

Trust or Lincoln (or any partners or sub-partnership comprising Lincoln) or for the purpose or with the intention of binding Grantor or the beneficiary of the C.T.&T. Trust or Lincoln (or any partners or sub-partnership comprising Lincoln) personally, but are made and intended for the purpose only of subjecting the title holding interests and the trust estates under C.T.&T. Trust and Lincoln's interest and the Lincoln Property (and to the extent that any part of the Property is ever subjected to the terms of a ground lease, the tenant's interest under such a lease) to the terms of this instrument and for no other purposes whatsoever, and in case of default hereunder by Grantor (or default through, under or by the beneficiary of the C.T.&T. Trust, or any of the agents or representatives of said beneficiary), Grantee shall look solely to the title holding interests and the trust estates under C.T.&T. Trust and Lincoln's interest in the Lincoln Property (and to the extent that any part of the Property is ever subjected to the terms of a ground lease, the tenant's interest under such a lease) and this instrument is executed and delivered by C.T.&T. Trust not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, that the Grantor and the beneficiary of the C.T.&T. Trust and Lincoln (or any partners or sub-partnership comprising Lincoln) shall have no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained and no liability or duty shall rest upon Grantor to sequester the trust estates or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, or shall at any time be asserted or enforceable against, Grantor or against the beneficiary of the C.T.&T. Trust and Lincoln (and any partners or sub-partnership comprising Lincoln) on account of this instrument or on account of any representation, covenant, undertaking, indemnity or agreement of Grantor in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Grantee and by all persons claiming by, through or under Grantee. Grantor and Grantee agree that the limitations on liability contained in this Paragraph 22: (a) are in addition to the limitations set forth in Paragraphs 4 and 6 hereof; and (b) are binding upon and inure to the benefit of any and all successors, grantees, beneficiaries, and assigns of Grantor and Grantee.

In Witness Whereof, the parties hereto have executed this Easement Agreement as of the day and year first above written.

Grantor:

Chicago Title and Trust Company, not personally, but solely as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000

Attest: _____
Title: _____

By: _____
Title: _____

Lincoln Property Company No. 1272 Ltd.

By: _____
a General Partner

Grantee:

City of Chicago

Attest: _____
Title: _____By: _____
Title: _____

This Instrument Prepared By:

Margaret A. Christie, Esq.
Rudnick & Wolfe
30 North LaSalle Street
Chicago, Illinois 60602
(312) 368-4028

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of Chicago Title and Trust Company, known to me to be acting not personally but as Trustee under Trust Agreement dated October 2, 1985 and known as Trust No. 10-90000 and _____, Secretary of said Trust Company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Trust Company, did affix the corporate seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1986.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, a general partner of Lincoln Property Company No. 1272 Ltd., an Illinois limited partnership, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1986.

 Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the City of Chicago, and _____, personally known to me to be the _____ of the City of Chicago, 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 _____ and _____, they signed and delivered the said instrument and caused the official seal of said City to be affixed thereto pursuant to authority given by the City Council of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1986.

 Notary Public

My Commission Expires:

Exhibit A-1

Legal Description of C.T. & T. Property.

Parcel 2:

That part of Lot 1 in Block 84, lying East of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3, and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows:

Commencing at the northeast corner of Lot 1 in Block 84 aforesaid; thence south 0 degrees 00 minutes 00 seconds east along the east line of said block, being also the west line of South Franklin Street a distance of 397.86 feet to the southeast corner of Lot 2 in the Assessor's Division aforesaid; thence north 89 degrees 52 minutes 00 seconds west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street a distance of 84.30 feet to the herein designated point of beginning; thence north 0 degrees 08 minutes 00 seconds east perpendicularly to the south line of said block a distance of 80.30 feet to a point, said point being 84.113 feet west (measured perpendicularly) of the east line of said block; thence north 44 degrees 52 minutes 00 seconds west a distance of 73.12 feet to a point, said point being 266.030 feet south of the north line of said block and 135.696 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 66.807 feet to a point, said point being 199.227 feet south of said north line and 136.087 feet west of said east line (measured perpendicularly respectively); thence north 89 degrees 58 minutes 52 seconds west a distance of 189.243 feet to a point on the west line of Egan and Morris' subdivision aforesaid being also the east line of South Market Street (now South Wacker Drive), said point being 199.85 feet south (as measured along the east line of South Market Street) (now South Wacker Drive) of the north line of said block; thence south 0 degrees 08 minutes 18 seconds west along said west line of Egan and Morris' Subdivision and along the west line of the Assessor's Division aforesaid, being also the east line of South Market Street (now South Wacker Drive), a distance of 198.43 feet to the southwest corner of Lot 9 in Assessor's Division aforesaid; thence south 89 degrees 52 minutes 00 seconds east along the south line of said block, being also the north line of West Van Buren Street, a distance of 241.51 feet to the hereinabove designated point of beginning, in Cook County, Illinois; and

Parcel 3:

That part of Lot 1 in Block 84, lying east of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris'

Subdivision of Lots 2, 3 and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows:

Commencing at northeast corner of Lot 1 in Block 84 aforesaid; thence south 0 degrees 00 minutes 00 seconds east along the east line of said block, being also the west line of South Franklin Street a distance of 397.86 feet to the southeast corner of Lot 2 in the Assessor's Division aforesaid; thence north 89 degrees 52 minutes 00 seconds west along the south line of Block 84 aforesaid, being also the north line of West Van Buren Street a distance of 84.30 feet to a point; thence north 0 degrees 08 minutes 00 seconds east perpendicularly to the south line of said Block a distance of 80.30 feet to a point, said point being 84.113 feet west (measured perpendicularly) of the east line of said Block; thence north 44 degrees 52 minutes 00 seconds west a distance of 73.12 feet to a point, said point being 266.030 feet south of the north line of said Block and 135.696 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 66.807 feet to the herein designated point of beginning, said point being 199.227 feet south of said north line and 136.087 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 67.225 feet to a point, said point being 132.004 feet south of said north line and 136.481 feet west of said east line (measured perpendicularly respectively), thence north 45 degrees 12 minutes 27 seconds east a distance of 73.12 feet to a point, said point being 80.30 feet south of said north line and 84.59 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 12 minutes 27 seconds east a distance a 80.30 feet to a point on said north line, said point being 84.30 feet west of the northeast corner of Lot 1 aforesaid; thence north 89 degrees 47 minutes 33 seconds west along said north line, being also the south line of West Jackson Boulevard a distance of 240.55 feet to the point of intersection with the east line of South Market Street (now South Wacker Drive); thence south 0 degrees 08 minutes 18 seconds west along said east line of South Market Street and along the west line of Egan and Morris' Subdivision aforesaid a distance of 199.85 feet to a point; thence south 89 degrees 58 minutes 52 seconds east a distance of 189.243 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Exhibit A-2

Legal Description of Lincoln Property.

Parcel 1:

That part of Lot 1 in Block 84, lying east of South Market Street, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, together with Lots 5, 6, 7, 8, 11, 12, 13, 14, 17 and 18 in Egan and Morris' Subdivision of Lots 2, 3 and 4 in Block 84 aforesaid; together with Lots 1 to 9, both inclusive, in Assessor's Division of Lots 1 and 2 in Egan and Morris' Subdivision aforesaid, bounded and described as follows:

Beginning at the Northeast corner of Lot 1 in Block 84 aforesaid; thence south 0 degrees 00 minutes 00 seconds east along the east line of said Block, being also the west line of South Franklin Street a distance of 397.86 feet to the southeast corner of Lot 2 in the Assessor's Division aforesaid; thence north 89 degrees 52 minutes 00 seconds west along the south

line of Block 84 aforesaid, being also the north line of West Van Buren Street a distance of 84.30 feet to a point; thence north 0 degrees 08 minutes 00 seconds east perpendicularly to the south line of said Block a distance of 80.30 feet to a point, said point being 84.113 feet west (measured perpendicularly) of the east line of said Block; thence north 44 degrees 52 minutes 00 seconds west a distance of 73.12 feet to a point, said point being 266.030 feet south of the north line of said Block and 135.696 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 20 minutes 08 seconds west a distance of 134.032 feet to a point, said point being 132.004 feet south of said north line and 136.481 feet west of said east line (measured perpendicularly respectively); thence north 45 degrees 12 minutes 27 seconds east a distance of 73.12 feet to a point, said point being 80.30 feet south of said north line and 84.59 feet west of said east line (measured perpendicularly respectively); thence north 0 degrees 12 minutes 27 seconds east a distance of 80.30 feet to a point on said north line, said point being 84.30 feet west of the hereinabove designated point of beginning as measured on said north line, being also the south line of West Jackson Boulevard; thence south 89 degrees 47 minutes 33 seconds east along said north line a distance of 84.30 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

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

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

Referred -- ESTABLISHMENT OF LOADING ZONES AT SPECIFIED LOCATIONS.

Alderman McLaughlin (45th Ward) presented a proposed ordinance to establish loading zones on North Milwaukee Avenue and North Northwest Highway, west side at 5232 and east side at 5161, which was *Referred to the Committee on Traffic Control and Safety.*

(Continued on page 29382)

EXHIBIT 3PLAN OF MAINTENANCE
EASEMENT PREMISES

WEST JACKSON BOULEVARD

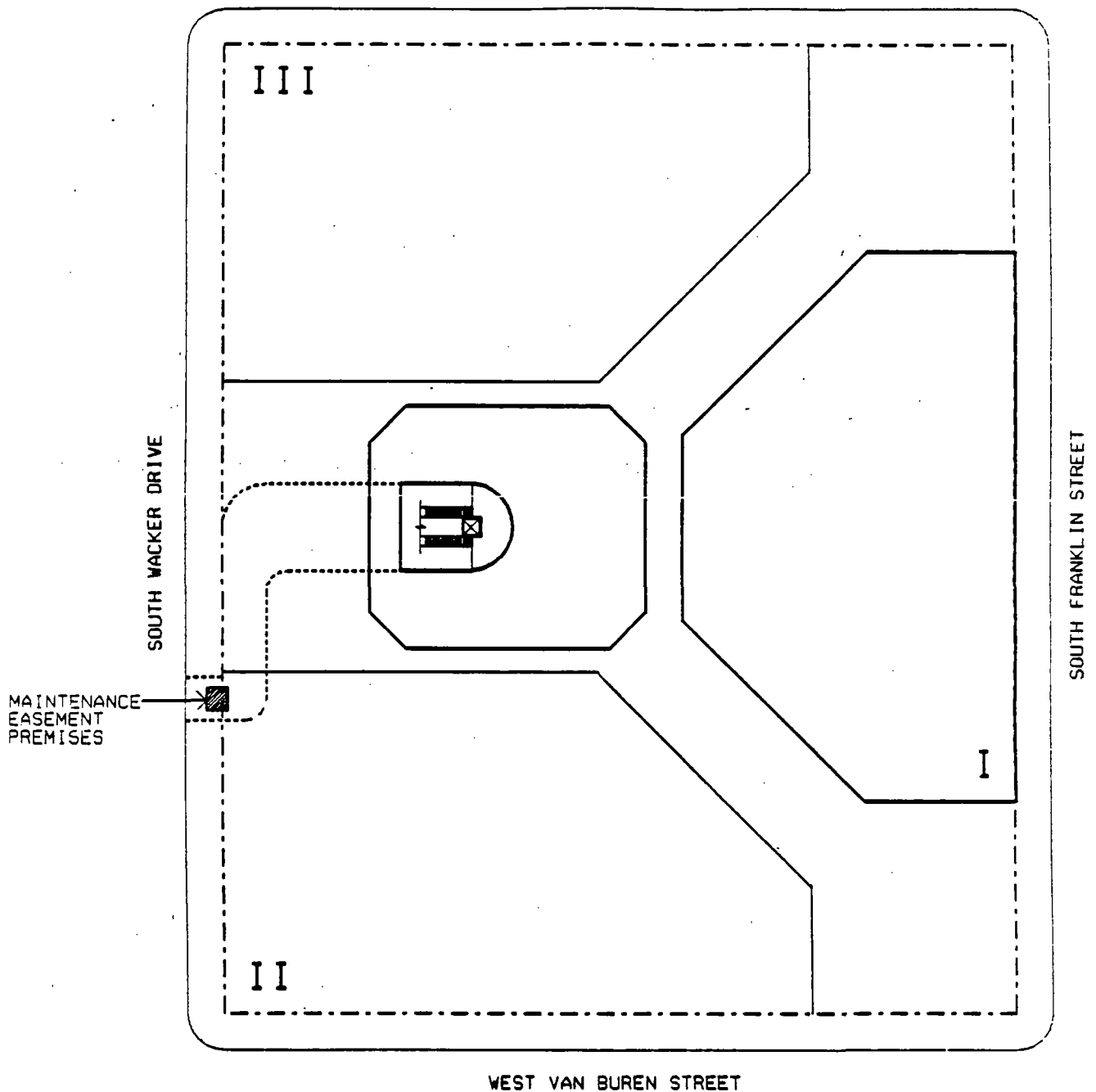
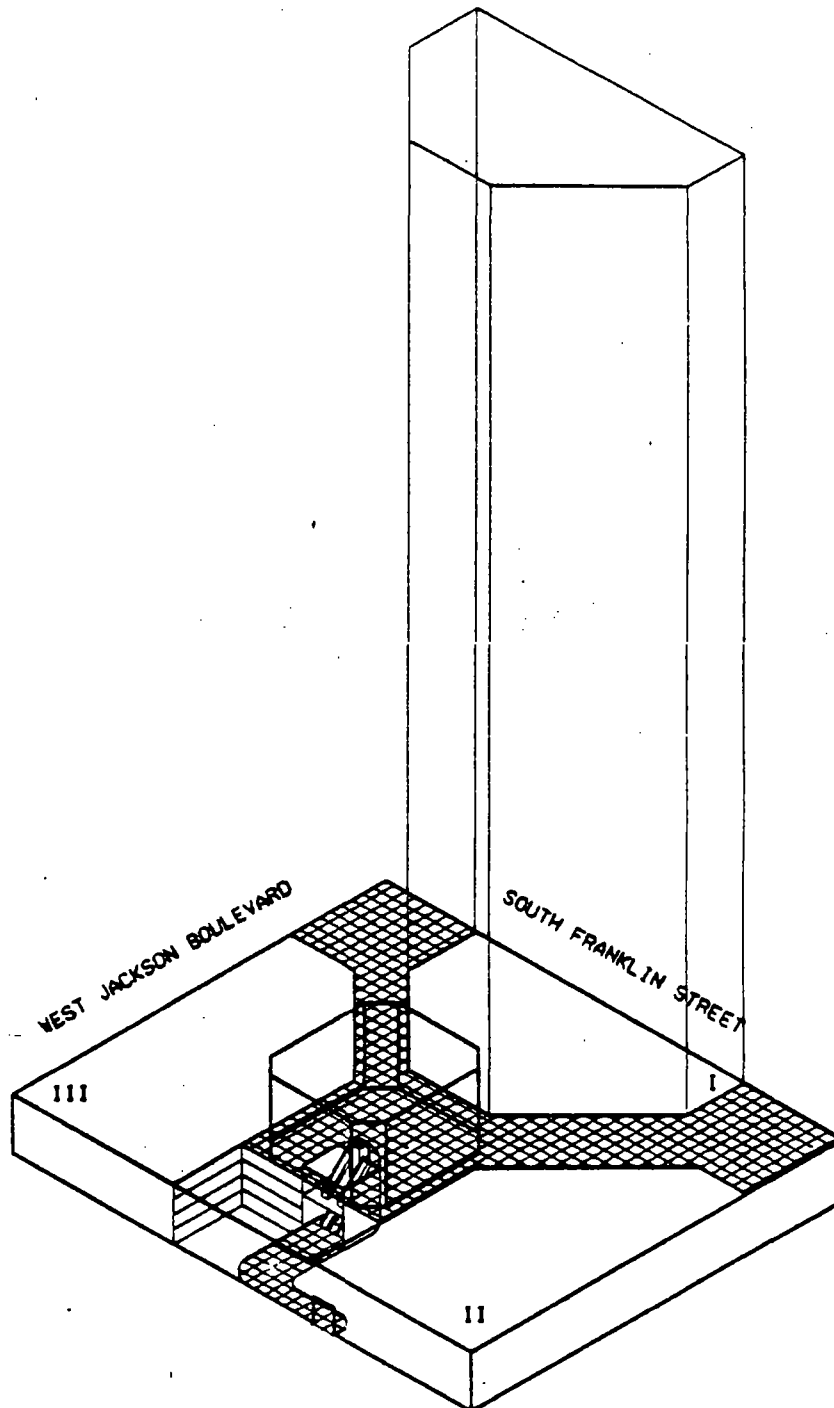
NOT TO BE RELIED ON AS EXACT
DEPICTION. MAINTENANCE EASEMENT
PREMISES TO BE LOCATED NEAR OR
WITHIN HATCHED AREA.

EXHIBIT C
 PLAN OF WALKWAY
 EASEMENT PREMISES

FOR ILLUSTRATIVE PURPOSES ONLY AND
 NOT TO BE RELIED ON AS EXACT
 DEPICTION. WALKWAY EASEMENT
 PREMISES TO BE LOCATED WITHIN
 CROSS HATCHED AREA.



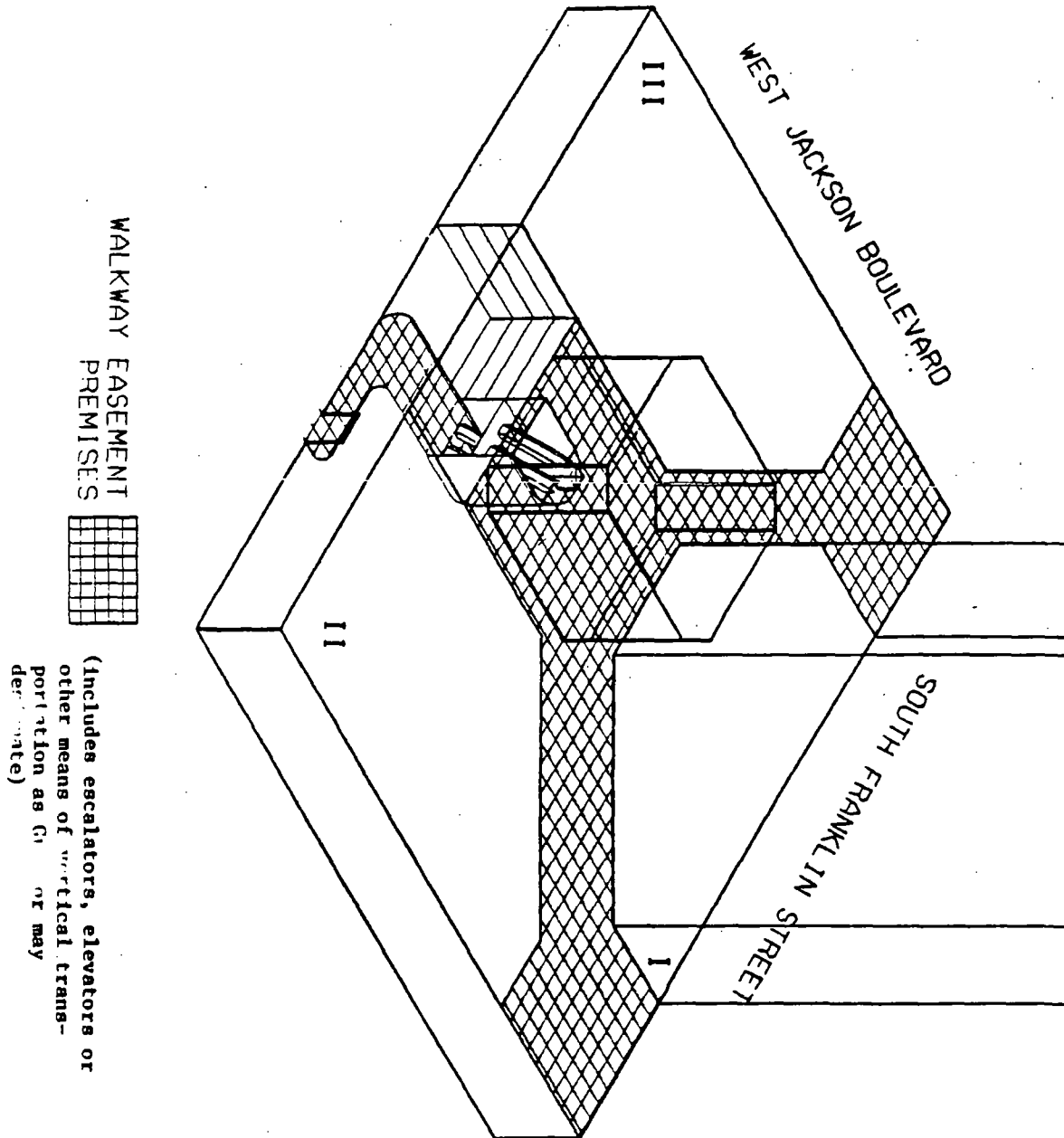
WALKWAY EASEMENT
 PREMISES



(includes escalators, elevators or
 other means of vertical transportation
 as Grantor may designate)

EXHIBIT C CONTINUED

FOR ILLUSTRATIVE PURPOSES ONLY AND
NOT TO BE RELIED ON AS EXACT
DEPICTION. WALKWAY EASEMENT
PREMISES TO BE LOCATED WITHIN
CROSS HATCHED AREA.



(Continued from page 29378)

*Referred -- ONE WAY TRAFFIC RESTRICTION ON
PORTION OF WEST 112TH STREET.*

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on West 112th Street, from South Hoyne Avenue to South Bell Avenue, from 8:30 A.M. to 9:00 A.M. and from 2:45 P.M. to 3:15 P.M., which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- REPEAL ONE WAY TRAFFIC RESTRICTION ON
PORTION OF EAST 49TH STREET.*

Alderman Evans (4th Ward) presented a proposed order to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on East 49th street from South Cottage Grove Avenue to East Langley Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- PROHIBITION OF PARKING 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
<i>ROTI</i> (1st Ward)	North Wabash Avenue (west side) from the north property line of East Washington Street to a point 150 feet north thereof.
<i>HUMES</i> (8th Ward)	South Ingleside Avenue (west side) at 8414 (except for the handicapped);
<i>BRADY</i> (15th Ward)	South Rockwell Street at 7139 (except for the handicapped);
<i>HENRY</i> (24th Ward)	South Avers Avenue at 1352 (except for the handicapped);
<i>SMITH</i> (28th Ward)	West Van Buren Street at 3932 (except for the handicapped);

Alderman	Location and Distance
HAGOPIAN (30th Ward)	North Kenneth Avenue (west side) at 2212 (except for the handicapped);
KOTLARZ (35th Ward)	North Hamlin Avenue (east side) at 2723 (except for the handicapped);
CULLERTON (38th Ward)	West Byron Street at 6030 (except for the handicapped);
ORBACH (46th Ward)	North Wayne Avenue at 3831 (except for the handicapped).

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish Residential Permit Parking Zones for 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
HUELS (11th Ward)	West 34th Place at 1900;
VOLINI (48th Ward)	North Glenwood Avenue from West Winnemac Avenue to West Argyle Street; North Glenwood Avenue from West Ainslie Street to West Winnemac Avenue.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONE AT 5100 SOUTH LA CROSSE AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed order to establish a residential permit parking zone on both sides of South LaCrosse Avenue from 8:00 A.M. to 11:00 P.M. on Mondays through Saturdays, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT 3800 NORTH LAKEWOOD AVENUE.

Alderman Orbach (46th Ward) presented a proposed ordinance to designate both sides of the 3800 block of North Lakewood 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 PARALLEL PARKING ON
PORTION OF SOUTH SPAULDING AVENUE.

Alderman Sheahan (19th Ward) presented a proposed order to establish parallel parking on the east side of South Spaulding Avenue, from West 107th Street to West 108th Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTION OF NORTH KOSTNER AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on North Kostner Avenue, between West Diversey Avenue and West Belmont Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONE AT
860 NORTH DEWITT PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a tow-away zone on North DeWitt Place at 860 (at either side of driveway) on West Chestnut Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC-CONTROL SIGNALS
AT SPECIFIED LOCATIONS.

Alderman Kelley (20th Ward) presented a proposed order for the installation of automatic traffic control signals (in Washington Park) at Morgan Drive and East 55th Street and at Rainey Drive and East 56th Street, which was *Referred to the Committee on Traffic Control and Safety*.

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:

4/16/86

NEW BUSINESS PRESENTED BY ALDERMEN

29385

Alderman	Location and Type of Sign
<i>RUSH</i> (2nd Ward)	4120 South Indiana Avenue -- "No Parking-Any Time"; East 29th Street and South Cottage Grove Avenue -- "Stop";
<i>SAWYER</i> (6th Ward)	South Vernon Avenue and East 85th Street -- "Stop"; South Vernon Avenue and East 86th Street -- "Stop";
<i>HUTCHINSON</i> (9th Ward)	South Indiana Avenue and East 109th Street -- "Stop"; South Vernon Avenue and East 109th Street -- "Stop"; East 108th Street and South Edbrooke Avenue -- "Stop"; West 124th Street and South Emerald Avenue -- "Stop";
<i>HUELS</i> (11th Ward)	South Emerald Avenue and West 46th Street -- "Stop"; South Union Avenue and West 46th Street -- "2-Way Stop";
<i>SHEAHAN</i> (19th Ward)	West 107th Street and South Campbell Avenue -- "4-Way Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	West 52nd Street and South Lawndale Avenue -- "4-Way Stop";
<i>HAGOPIAN</i> (30th Ward)	North Parkside Avenue and West Wabansia Avenue -- "2-Way Stop";
<i>KOTLARZ</i> (35th Ward)	West Barry Street and North Kostner Avenue -- "2-Way Stop"; West Belle Plaine Avenue and North Central Park Avenue -- "3-Way Stop";

Alderman

Location and Type of Sign

North Kostner Avenue and West George Street -- "2-Way Stop";

CULLERTON for *LAURINO*
(39th Ward)

West Patterson Avenue and North Keating Avenue -- "Stop";

O'CONNOR (40th Ward)

North Leavitt Street and West Farragut Avenue -- "Stop".

Referred -- REMOVAL OF TRAFFIC WARNING SIGN ON
PORTION OF WEST 107TH STREET.

Alderman Sheahan (19th Ward) presented a proposed ordinance for the removal of a "Dead End" sign on West 107th Street west of South Western Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROPOSED STUDY REGARDING INSTALLATION
OF STOP SIGN AT SPECIFIED INTERSECTION.

Alderman Kellam (18th Ward) presented a proposed order to study the feasibility of erecting a stop sign at the intersection of West 82nd Street and South Kilpatrick Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF WEIGHT LIMITATION ON
SPECIFIED PUBLIC WAYS.

Alderman Hutchinson (9th Ward) presented four proposed ordinances to fix weight limits of five tons for trucks and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance
South Dauphin Avenue	East 103rd Street to East 107th Street
East 104th Street	South Corliss Avenue to South Cottage Grove Avenue
East 105th Street	South State Street to South Michigan Avenue
East 124th Place	South Michigan Avenue to South Edbrooke Avenue

2. ZONING ORDINANCE AMENDMENT.

Referred -- ZONING RECLASSIFICATION IN PARTICULAR AREA.

Alderman Orbach (46th Ward) presented a proposed ordinance for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as an R7 General Residence District instead of an R5 General Residence District the area shown on Map No. 11-F bounded by

W. Montrose Avenue; a line 150 feet east of N. Clarendon Avenue; a line 136.8 feet south of W. Montrose Avenue; a line 300 feet east of N. Clarendon Avenue; W. Junior Terrace; and N. Clarendon Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented twenty-three 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
KRYSTYNIAK (23rd Ward)	John Lestworczyk;
CULLERTON (38th Ward)	Timothy O'Hehir;
	James J. Mancuso;
PUCINSKI (41st Ward)	Branbury Hill Condominium Association;
	Northwest Point South Condominium Association;
	Birch Tree Manor Condominium Association Number 3;
	Fountain Place Condominium Association;

Alderman

Claimant

Higgins Terrace Condominium
Association;

Crestwood Terrace Condominium
Association;

Birch Tree Condominium Association
Number 4;

Innisbrook Number 1 Condominium
Association;

Friendly Village Number 1
Condominium Association;

NATARUS (42nd Ward)

257 East Delaware Condominium
Association;

Thirty East Elm Condominium
Association;

The Scott Condominium
Association;

MC LAUGHLIN (45th Ward)

King's Court Condominium Association;

VOLINI (48th Ward)

Margate Terrace Condominium
Association;

5000 Marine Drive Corporation;

6247-6249 North Glenwood
Condominium Association;

5453-5455 North Kenmore
Condominium Association;

ORR (49th Ward)

7306 North Winchester Condominium
Association;

Columbia Homeowners Association;

Lunt Court Condominium Association;

Alderman

Claimant

STONE (50th Ward)

Home by the Park Condominium.

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):

HONOR EXTENDED TO OUR LADY OF POMPEII PARISH
ON OCCASION OF ITS 75TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Our Lady of Pompeii Parish was established in April, 1911, on Chicago's great near west side, and thus is currently celebrating its Diamond Jubilee; and

WHEREAS, Over the past seventy-five years, Our Lady of Pompeii Church has dignified one of this great City's most progressive and dramatically changed neighborhoods as a towering symbol of continuity and spiritual fulfillment; and

WHEREAS, As a focal point in Chicago's oldest Italian neighborhood over a greater part of the twentieth century, Our Lady of Pompeii Parish is responsible for immense contributions to the American way of life through its work with numerous migrants who came to the area and found in the parish a solid welcome, a friendly new home, a new family and a sense of belonging; and

WHEREAS, The Missionary Franciscan Sisters of the Immaculate Conception have taught at Our Lady of Pompeii School since the very opening of the parish, and in the past years have turned out many outstanding citizens: doctors, lawyers, scholars, priests, aldermen, senators and congressmen among them; and

WHEREAS, The history of our great City of Chicago will always include a chapter on Our Lady of Pompeii Parish, which in a constantly changing world remains a towering symbol of continuity and spiritual guidance in one of Chicago's most diverse and historically prominent neighborhoods; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of April, 1986, A.D., do hereby congratulate Our Lady of Pompeii Parish on the 75th anniversary of its establishment in April, 1911, and extend to all the parishioners, spiritual leaders and educators our very best wishes for strength, fulfillment and continuity throughout the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Our Lady of Pompeii Parish.

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

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR CONDUCT OF
"WORLD'S LARGEST BLOCK PARTY", ETC.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Old Saint Patrick's Church to close to traffic South Desplaines Street between West Monroe and West Jackson Streets and also West Adams Street between the Dan Ryan Expressway and South Jefferson Street for the purpose of conducting the "World's Largest Block Party" and the "104th Birthday Celebration of Old Saint Patrick's Church" for the period beginning July 24 and ending July 26, 1986, which was *Referred to the Committee on Beautification and Recreation*.

*Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT 332 SOUTH STATE
STREET.*

Also, a proposed order for issuance of a permit to F.M.W. Enterprises, Limited for the construction, maintenance and use of a canopy attached to the building or structure located at 332 South State Street, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- ISSUANCE OF PERMITS FOR OPERATION OF
NEWSSTANDS AT SPECIFIED LOCATIONS.*

Also, two proposed orders for issuance of permits for the operation of newsstands, which were *Referred to the Committee on Streets and Alleys*, as follows:

Michael J. Korneak -- to operate a newsstand on the southeast corner of South State Street and East Jackson Boulevard on a daily basis;

Joseph W. Parrilli -- to operate a newsstand on the northeast corner of South Financial Place and West Van Buren Street from Monday through Friday.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also, three proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Fulton House Condominium Association -- to maintain and use two curb cuts, allowing access to parking area and loading dock adjacent to 345 North Canal Street;

Marian Palmer -- to maintain a loading platform on the east side of North Green Street, used in connection with the premises known as 820-822 West Lake Street;

70 East Lake Limited Partnership -- to construct and maintain a kiosk identifying the 70 East Lake property and its vendors in the sidewalk of the southeast corner of the block occupied by the 70 East Lake building.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- RENAMING OF PORTION OF
WEST 125TH STREET AS "JESSIE
OWENS DRIVE".

A proposed order to rename that portion of West 125th Street between South Perry Avenue and South State Street as "Jessie Owens Drive" (secondary street name designation), which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO FATHER RON
SCARLATA ON 20TH ANNIVERSARY
OF HIS ORDINATION.

A proposed resolution reading as follows:

WHEREAS, Father Ron Scarlata was ordained on April 26, 1966 at St. Mary of the Lake Seminary in Mundelein, Illinois; and

WHEREAS, Father Ron Scarlata has been the pastor at Immaculate Conception Parish, located in the great 11th Ward of the City of Chicago, since 1982; and

WHEREAS, Father Scarlata has served in many other capacities in the Chicagoland area, such as:

1966	Associate Pastor at St. John Bosco Parish
1971	St. William Parish
1975	St. Bernadette Parish
1976	Archdiocesan Tribunal
1977	Divine Savior Parish
1982	Queen of the Rosary Parish
1982	Pastor of Immaculate Conception Parish;

and

WHEREAS, Father Scarlata will now celebrate his 20th year as a member of the priesthood, serving the many members of his parish in a dedicated and sincere manner; and

WHEREAS, There will be a Mass held in his honor on April 26, 1986, at Immaculate Conception Church, where his many friends and family members will join in this celebration; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered on this 16th day of April in 1986, do hereby extend our heartiest congratulations to Father Ron Scarlata on the 20th anniversary of his ordination into the priesthood, and may 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 Father Ron Scarlata.

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, unanimously*.

CONGRATULATIONS EXTENDED TO FATHER MICHAEL FLYNN
ON 25TH ANNIVERSARY OF HIS ORDINATION.

Also, a proposed resolution reading as follows:

WHEREAS, Father Michael Flynn will celebrate his 25th anniversary this year after being ordained on May 27, 1961 as a priest of the Catholic Archdiocese; and

WHEREAS, In 1970, Father Flynn had taken up residence at Nativity of Our Lord Parish, located in the great 11th Ward of the City of Chicago; and

WHEREAS, Father Flynn has also had an illustrious career, not only as a member of the Catholic Archdiocese, but as an educator and administrator in various fields; and

WHEREAS, Father Flynn had received his B.A. in Philosophy at St. Bonaventure in 1958 and a B.S. in Mathematics in 1960, a M.A. degree in Psychology from DePaul University in 1966, and had then received a Ph.D. in Psychology at Loyola University in 1974; and

WHEREAS, Father Flynn has been an educator in the following capacities:

1962-1963	Teacher and counselor at DeSales High School in Louisville, Kentucky
1963-1968	Assistant Principal/Teacher at Carmel High School
1968-1970	Director of Carmelite Institute of Renewal
1970-1971	Psychology clerk at West Side V.A. Hospital
1971-1972	Clinical internship at Illinois State Psychiatric Institute
1972-1973	Research internship in psychology at Illinois State Psychiatric Institute
1973-1974	Research fellow for the U. S. Department of Health, Education and Welfare
1974-Present	Staff Psychologist and Director of Training for the West Side V.A. Medical Center

and presently serves as an Assistant Professor in the Department of Psychiatry of the University of Illinois Medical School and an Assistant Professor in psychology at the Chicago School of Professional Psychology; and

WHEREAS, Father Flynn has many professional affiliations and awards, including:

American Psychological Association

Illinois Psychological Association

Illinois Group Psychotherapy Society

American Society of Clinical Hypnosis, Board of Governors

Chicago Society of Clinical Hypnosis, President of Executive Board

and many, many others; and

WHEREAS, Father Flynn has had a fine career in the religious, educational, and private sectors, and is now to be commended for the fine job that he has done and will continue to do; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council, gathered on this 16th day of April in 1986, do hereby extend our heartiest congratulations to Father Michael Flynn on the 25th anniversary of his ordination into the priesthood, and may 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 to Father Michael Flynn.

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*, unanimously.

Presented by

ALDERMAN BURKE (14th Ward):

EXPRESSION OF SUPPORT FOR DEFENSIVE ACTION ORDERED
BY PRESIDENT OF UNITED STATES VIS-A-VIS LIBYA.

A proposed resolution reading as follows:

WHEREAS, Nations throughout the world have suffered savage brutality at the bloody hand of Muammar Khadafy and his band of international gangsters; and

WHEREAS, The indiscriminate slaughter of innocents, the violent and unrelenting attacks on civilians, the killing of children are all trademarks of debased men and women who place themselves outside the rule of civilization; and

WHEREAS, Because of their attacks on the United States and other great sovereign nations, President Ronald Reagan ordered defensive action to maintain the integrity and inviolability of the United States; and

WHEREAS, The United States struck Libyan targets only in defense of its people when vulnerable to terrorism; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago:

Do hereby support the defensive action of the President of the United States, joining the overwhelming support of all Americans in this action.

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* by yeas and nays as follows:

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

Nays -- Alderman Kelley -- 1.

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

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE
ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order for the issuance of the necessary permits to the Greater Southwest Development Corporation, c/o Harry Meyer, to hold a sidewalk sale on both sides of West 63rd Street from South Western to South Central Park Avenues, on South Western Avenue from West 61st to West 64th Streets, and on both sides of South Kedzie Avenue from West 62nd to West 64th Streets during the period from May 15 to May 17, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- UNITED STATES DEPARTMENT OF JUSTICE, UNITED
STATES CONGRESS AND UNITED STATES PRESIDENT,
PETITIONED TO RESTORE MEDICARE
WAIVER PROGRAM.

Also, a proposed resolution petitioning the United States Department of Justice, the United States Congress and the President of the United States to restore the Medicare waiver program to benefit senior citizens, which was *Referred to the Committee on Aging and Disabled*.

Presented by

ALDERMAN KELLAM (18th Ward):*Referred -- PORTIONS OF SUNDRY STREETS CLOSED
TO TRAFFIC FOR SPECIFIED EVENTS.*

Two proposed orders granting permission to Ashburn Baptist Church to close to traffic certain streets to hold specified events, which were *Referred to the Committee on Beautification and Recreation*, as follows:

West 83rd Street between South Lawndale Avenue and Southwest Highway on Sunday, June 29, 1986 to hold a patriotic rally;

West 83rd Street between South Lawndale Avenue and Southwest Highway during the period from July 7 to July 14, 1986 to hold a summer bible school.

*Referred -- INSTALLATION OF PERMANENT BARRICADE
AT SPECIFIED LOCATION.*

Also, a proposed order to install a permanent barricade at approximately 8300 south between South Pulaski Road and South Komensky Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN SHEAHAN (19th Ward):**CONGRATULATIONS EXTENDED TO MR. PETER KRIWIEL
ON OCCASION OF HIS 100TH BIRTHDAY.**

A proposed resolution reading as follows:

WHEREAS, The distinguished Chicago citizen Peter Kriwiel will observe his 100th birthday on May 7, 1986; and

WHEREAS, Peter was born in Prudziski, Poland, a village outside Warsaw, to Joseph and Eva Kriwiel, and emigrated to the United States in 1911, settled on the great southwest side of the City of Chicago, marrying Victoria Junkman in 1918, and they were blessed with three sons, Chester, Eugene (now deceased), and Edward; and

WHEREAS, When Victoria died in 1980, the couple had just celebrated their 62nd wedding anniversary; and

WHEREAS, Peter's birthday will be celebrated on May 3, 1986, with his 2 sons, 20 grandchildren, 18 great grandchildren and many invited guests; now, therefore,

Be It Resolved, That the Mayor and members of the City Council gathered here this 16th day of April, 1986 do hereby express our congratulations to this most distinguished Chicagoan and extend our best wishes to him and his family on this happy occasion; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Peter Kriwiel.

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*, unanimously.

Presented by

**ALDERMAN KELLEY (20th Ward),
ALDERMAN MELL (33rd Ward)
and OTHERS:**

**CHANNEL 5 SALUTED AND CITY SUPPORT EXTENDED
FOR CLEAN-UP AWARENESS PROJECT.**

A proposed resolution, presented by Aldermen Kelley, Mell, Santiago, Gabinski, Soliz, Kotlarz, Stone, Sawyer, Orbach, Schuler, Humes, Krystyniak, Hansen, Hagopian, D. Davis, Smith, W. Davis, Nardulli, Langford, Volini, Natarus, Hutchinson, Rush, Brady, Evans, Giles, Cullerton, Garcia, Pucinski, Kellam, Banks, Streeter, O'Connor and Burke, reading as follows:

WHEREAS, Chicago has had a reputation for being one of the nation's cleanest cities; and

WHEREAS, Chicago has had a "Keep Chicago Clean" program in the past and the public schools at one time held clean-up week, and this year will devote the week of May 12-16 to All Chicago Public Schools Clean-Up/Beautification; and

WHEREAS, Residents want to take part in keeping their blocks clean; and

WHEREAS, Editorials presented by Mary Laney of Channel 5 called attention to the need for a massive clean-up campaign in Chicago in 1985; and

WHEREAS, Channel 5 is devoting its 2nd Quarter Project through news, programming, PSA's and editorials to Cleaning Up Chicago; and

WHEREAS, Channel 5 is working with the Department of Streets and Sanitation, Friends of the Parks, The Chicago Housing Authority, The Chicago Police Department, The Beautiful Chicago Committee and other civic and community groups; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council in meeting assembled this 16th day of April, 1986, A.D., that we proclaim the week of June 2-8, 1986, "Clean-Up Week"; and

Be It Further Resolved, That the Department of Streets and Sanitation co-ordinate this clean-up week program so that the administration, aldermanic offices, community organizations, block clubs, residents, young and old alike, can work together during this 2nd Quarter of 1986 to clean their blocks of dirt, debris-filled lots and graffiti.

Alderman Kelley 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 Kelley, seconded by Aldermen Mell, Evans, Rush, Natarus, Hagopian, Humes and Hutchinson, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN HENRY (24th Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Sears, Roebuck and Company -- to maintain and use as now constructed a loading platform on the south side of West Arthington Street at a point 404 feet west of the west line of South Homan Avenue;

Sears, Roebuck and Company -- to maintain and use as now constructed an elevated railroad switch track over and across South Central Avenue adjacent to West Taylor Street.

Presented by

ALDERMAN NARDULLI (26th Ward):

Referred -- CLOSE TO TRAFFIC PORTION OF LUIS MUNOS MARIN FOR CONDUCT OF CHRISTIAN FESTIVAL.

A proposed order to close to traffic a portion of Luis Munos Marin between North Sacramento and North California Avenues for a Christian festival during the period beginning August 27 and ending September 2, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred-- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Commonwealth Edison Company -- to maintain and use two security lighting poles in the public way adjacent to its offices at 2527 West Congress Parkway;

Salvation Army -- to maintain and use as now constructed a one-story covered pedestrian bridge extending diagonally over the north-south alley east of South Ashland Avenue.

Referred-- PROPERTY LOCATED AT 3021 WEST HARRISON STREET
APPROVED FOR INCENTIVE ABATEMENT UNDER
CLASS 6(b) OF COOK COUNTY REAL PROPERTY
ASSESSMENT CLASSIFICATION
ORDINANCE.

Also, a proposed resolution to approve the property located at 3021 West Harrison Street as appropriate for incentive abatement under Class 6(b) of the Cook County Real Property Assessment Classification ordinance, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

CONGRATULATIONS EXTENDED TO MR. VICTOR ADAMS
AND THATCHER WOODS TROOP 3 ON THEIR
SIGNIFICANT ACHIEVEMENT.

A proposed resolution reading as follows:

WHEREAS, Victor Adams has attained the rank of Eagle Scout; and

WHEREAS, Victor Adams became a scout in 1980, and today, as a senior in high school, he has brought his scout skills and training to the forefront as an instructor in the Leadership Corps; and

WHEREAS, Victor Adams is a member of the Order of the Arrow and consistently shows his leadership skills in working with younger boys; and

WHEREAS, Victor Adams represents the very best of what scouting attempts to produce; now, therefore,

Be It Resolved, That we, the Honorable Mayor Harold Washington and the Chicago City Council in meeting this 16th day of April, 1986, do hereby congratulate Victor Adams and the Thatcher Woods Troop 3 on this significant achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Victor for placement in his portfolio of accomplishments.

Alderman D. Davis 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 D. Davis, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO MR. LAMARIAN JOLLY
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Lamarian Jolly is a member of Troop 3 in the Thatcher Woods Area Council; and

WHEREAS, Lamarian was a Cub Scout, earning his Arrow of Light in 1981, at which time he graduated into Boy Scouts; and

WHEREAS, Lamarian has shown great leadership in his troop as patrol leader and senior patrol leader, and this past year was awarded the Youth Leadership in America Award and is a member of the Order of the Arrow and holds the World Conservation Award; now, therefore,

Be It Resolved, That we, the Honorable Mayor Harold Washington and the Chicago City Council in meeting this 16th day of April, 1986, do hereby congratulate Lamarian Jolly on his achieving the rank of Eagle Scout in the Boy Scouts of America; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. Lamarian Jolly for inclusion in his portfolio of accomplishments.

Alderman D. Davis 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 D. Davis, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

**HONOR EXTENDED TO ILLINOIS BELL TELEPHONE
COMPANY OPERATORS FOR YEARS
OF DEDICATED SERVICE**

A proposed resolution reading as follows:

WHEREAS, The week of May 11-17, 1986, has been designated as Telephone Operators Week in Illinois; and

WHEREAS, Telephone Operators are vital to the operation of every business and provide an important service to the citizens of Chicago; and

WHEREAS, Illinois Bell Telephone Company operators have served the great City of Chicago since June 24, 1878; and

WHEREAS, It is appropriate during this special week to honor the men and women operators of Illinois Bell who have throughout history made significant contributions to the citizens of Chicago and those who continue to do so, now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago honor the telephone operators of Illinois Bell Telephone Company by commemorating Telephone Operators Week and expressing their appreciation for the dedicated service rendered by the operators to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the men and women operators of Illinois Bell Telephone Company.

Alderman Hagopian 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 Hagopian, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- **ISSUANCE OF PERMIT FOR CONSTRUCTION
AND MAINTENANCE OF CANOPY AT
3620 WEST NORTH AVENUE.**

A proposed order for issuance of a permit to Daniel G. Hurley, for construction, maintenance and use of a canopy at 3620 West North Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SANTIAGO (31st Ward) and OTHERS:

Referred -- DEPARTMENT OF STREETS AND SANITATION
REQUESTED TO ASSIGN TOW TRUCKS
TO EACH WARD.

A proposed ordinance, presented by Aldermen Santiago, Soliz, Hutchinson, Orbach, Stone, Mell, Hagopian, Kelley, Sherman, Banks, Gabinski and O'Connor, requesting that the Department of Streets and Sanitation assign, as soon as feasible, one tow truck to each of its ward offices for use throughout each and all of Chicago's neighborhoods, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- ISSUANCE OF PERMIT TO SAINT FERDINAND CHURCH
FOR SIDEWALK STREET FAIR AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to St. Ferdinand Church for a sidewalk street fair on North Marmora Avenue between West Belmont and West Barry Avenues, for the period from July 15 to July 20, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented for

ALDERMAN LAURINO (39th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.

A proposed order, presented by Alderman Cullerton, reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east-west 16-foot public alley, together with the northerly 124.62 feet of the northwesterly-southeasterly 16-foot public alley in the area bounded by West Peterson Avenue, West Thorndale Avenue and the easterly extension of West

Thorndale Avenue, North Jersey Avenue, and the North Shore Channel for McDonald's Corporation (No. 2-39-86-1051); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Cullerton 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 Cullerton, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred-- CITY BUDGET DIRECTOR DIRECTED TO IDENTIFY
FUNDING IN SPECIFIED AMOUNT FROM AVAILABLE
SOURCES IN RELATION TO PROPOSED
LIBRARY.

A proposed resolution directing the City of Chicago Budget Director to identify funding in the amount of \$528,000 from any available sources in relation to a proposed 40th Ward branch library, and to report said findings to Committee on Finance, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

PRIME MINISTER MARGARET THATCHER COMMENDED FOR
HER SUPPORT OF UNITED STATES RAID ON LIBYA.

A proposed resolution reading as follows:

WHEREAS, There is a growing urgency for civilized people around the world to combat terrorism; and

WHEREAS, On April 14, 1986, United States warplanes launched an attack on Libya successfully hitting targets linked to terrorist activities; and

WHEREAS, Margaret Thatcher, Prime Minister of Great Britain, allowed American warplanes the use of British airspace and landing fields for the raid on Libya; and

WHEREAS, The dispatch of 18 F-111's from bases located at Upper Heyford in Oxford and Lakenheath in England led the United States to the successful hits against Libya; and

WHEREAS, Prime Minister Thatcher, a lone voice of support among the United States' European allies, defended the United States raid on Libya and said it was "inconceivable" Britain would not help the United States defend itself, despite possible retaliation from terrorists; now, therefore,

Be It Resolved, That the City Council of Chicago gathered on the 16th of April, 1986, commend Prime Minister Thatcher for her support of the United States raid on Libya and use of British bases for the attack.

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

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to amend an ordinance passed by the City Council on November 20, 1985, by striking from Section 1 the words "not to exceed thirteen feet in length" and inserting in lieu thereof "not to exceed twenty feet in length" and also by striking therefrom the words "nor one foot in width" and inserting in lieu thereof "nor three feet in width" in reference to permission given for a grant of privilege to 50 East Bellevue Place Condominium Association for the construction, maintenance and use of a canopy over the public way, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

Also, a proposed ordinance to grant permission and authority to Huron Plaza Venture, to maintain and use a grease catch basin in the south sidewalk of East Superior Street, adjacent to 711 North Wabash Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- CLOSE TO TRAFFIC MICHIGAN AVENUE BRIDGE IN
MEMORY OF P.F.C. JOSEPH POLOWSKY.

Also, a proposed order to close to traffic the Michigan Avenue Bridge on April 25, 1986, from 11:05 A.M. to 11:45 A.M., in memory of P.F.C. Joseph Polowsky, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT 632 NORTH
DEARBORN STREET.

Also, a proposed order for issuance of a permit to Landsdown Investors of Chicago, d/b/a/ Limelight for the construction, maintenance and use of a canopy attached to the building or structure at 632 North Dearborn Street, which was *Referred to the Committee on Streets and Alleys*.

CONGRATULATIONS EXTENDED TO HIS HOLINESS POPE JOHN
PAUL II AND RABBI ELIO TOAFF ON THEIR
HISTORIC JOINT MEETING.

Also, a proposed resolution reading as follows:

WHEREAS, Pope John Paul II and Rome's Chief Rabbi Elio Toaff met and embraced each other on April 12, 1986 in a historic meeting between Jews and Catholics; and

WHEREAS, His Holiness Pope John Paul II journeyed to a Jewish synagogue and prayed in silence. This was the first visit ever by a pontiff to a Jewish synagogue; and

WHEREAS, All people of good faith and religious leaders of all faiths applauded this momentous and historic meeting of Catholics and Jews and the ushering in of a new era of tolerance and understanding between two great faiths; and

WHEREAS, His Holiness Pope John Paul II spoke out against the Nazi holocaust and atrocities committed against the Jewish People and further raised his voice condemning centuries of oppression of the Jewish People; and

WHEREAS, During these times of fear, bigotry and oppression the act of Pope John Paul II in visiting a Jewish synagogue was both an act of commitment and one that lessens the tensions between two ancient religions; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council in meeting assembled this 16th day of April 1986, do hereby congratulate His Holiness Pope John Paul II and Rabbi Elio Toaff upon that meeting and fervently pray this is the first of many meetings throughout the world to lessen tensions and bring about an era of understanding and tolerance among all people of the world regardless of religion, creed or national origin.

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, seconded by Alderman Pucinski, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN HANSEN (44th Ward):

**DRAFTING OF ORDINANCE DIRECTED 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 westerly 71.5 feet, more or less, of the easterly-westerly 12-foot public alley running between North Clark Street and North Broadway in the area bounded by West Surf Street, North Clark Street, and North Broadway for Great Ace Hardware (No. 28-44-86-1052); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Hansen 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 Hansen, the foregoing proposed order was *Passed*.

***Referred* -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT 3320 NORTH HALSTED
STREET.**

Also, a proposed order for issuance of a permit to 3320 North Halsted Corporation for the construction, maintenance and use of a canopy attached to the building or structure at 3320 North Halsted Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORBACH (46th Ward):

TRIBUTE TO LATE MR. JOSEPH HOLMES.

A proposed resolution reading as follows:

WHEREAS, Dancer Joseph Holmes spent his life delighting and entertaining legions of dance fans who followed the Chicago-based modern dance troupe bearing his name; and

WHEREAS, Mr. Holmes was born on the south side of the City of Chicago 38 years ago and founded his 25-member Joseph Holmes Dance Theater in 1974; and

WHEREAS, Mr. Holmes served as the main choreographer and director of his dance theater and also as director of the Joseph Holmes School of Dance at 735 W. Sheridan Road; and

WHEREAS, Critics have consistently praised the freshness, originality and enthusiasm of his choreography and work; and

WHEREAS, All the citizens of the City of Chicago and all his fans throughout the United States mourn his untimely death last Friday; and

WHEREAS, Mr. Holmes is survived by his father, Joseph, his stepmother, Louise, two sisters and a brother; and

WHEREAS, The Joseph Holmes Dance Theater will present a performance in his honor on Monday, April 21, at the Chicago Public Library Cultural Center; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago extend their sincerest condolences to the family of Joseph Holmes and observe a moment of silence in memory of this great leader of the artistic community of the City of Chicago.

Alderman Orbach 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 Orbach, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

University of Illinois -- for upgrading electrical power at the University of Illinois Eye and Ear Infirmary on the premises known as 1855 W. Taylor Street.

BY ALDERMAN TILLMAN (3rd Ward):

St. Paul Church of God in Christ, 4526 S. Wabash Avenue -- for demolition of buildings located at 4519 S. State Street and 4510 S. Wabash Avenue, acquired by said church.

BY ALDERMAN CULLERTON for ALDERMAN LAURINO (39th Ward):

Northeastern University -- for electrical work at sundry locations on the premises known as 5500 N. St. Louis Avenue.

BY ALDERMAN BLOOM for ALDERMAN OBERMAN (43rd Ward):

Children's Memorial Hospital -- for a two year or more range project at sundry locations.

DePaul University -- for electrical installations on the premises known as 2345 N. Clifton Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Cordi-Marion Settlement Day Care Center, 1100 S. May Street.

BY ALDERMAN RUSH (2nd Ward):

Michael Reese Hospital, Lake Shore Drive at 31st Street (3).

BY ALDERMAN TILLMAN (3rd Ward):

St. Paul Church of God in Christ, 4526 S. Wabash Avenue.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Care Center, 4600 S. McDowell Avenue.

BY ALDERMAN MADRZYK (13th Ward):

Evangelical Lutheran Church of the Good Shepherd Christian Preschool, 4200 W. 62nd Street.

BY ALDERMAN BURKE (14th Ward):

Grace Church Preschool and Day Care Center, 5954 S. Albany Avenue.

BY ALDERMAN SHEAHAN (19th Ward):

The Beverly Montessori School Day Care Center, 9916 S. Walden Parkway.

BY ALDERMAN KELLEY (20th Ward):

Woodlawn Early Childhood Development Center, 950 E. 61st Street.

BY ALDERMAN GABINSKI (32nd Ward):

North Avenue Day Nursery, 2023 W. Pierce Avenue.

BY ALDERMAN MELL (33rd Ward):

The Lutheran Day Nursery, 1802-1808 N. Fairfield Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Wings Watson Park Preschool, 6337 W. Cornelia Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Edison Park Lutheran Church Day Care Center, 6626 N. Oliphant Avenue.

BY ALDERMAN NATARUS (42nd Ward):

St. Matthew Headstart/Day Care Center, 1000 N. Orleans Street.

BY ALDERMAN BLOOM for ALDERMAN OBERMAN (43rd Ward):

Christopher House Day Care Center, 2507 N. Greenview Avenue.

BY ALDERMAN ORBACH (46th Ward):

Young Jewish Council Day Care Center, Class I, 957 W. Grace Street.

BY ALDERMAN VOLINI (48th Ward):

The Salvation Army Day Care Center, 4800 N. Marine Drive.

BY ALDERMAN ORR (49th Ward):

Howard Area Community Center Day Care Center, 7648 N. Paulina Street.

BY ALDERMAN STONE (50th Ward):

Congregation K.I.N.S. of West Rogers Park Nursery School, 2800 W. North Shore Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, sundry locations -- elevator and annual inspections (2).

WAIVER OF FEE:

BY ALDERMAN TILLMAN (3rd Ward):

St. Paul Church of God in Christ, 4526 S. Wabash Avenue -- water shut-off fees.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (April 9, 1986.)

The Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on April 9, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

**AUTHORITY GRANTED TO NEGOTIATE FOR ACQUISITION OF
PROPERTY NECESSARY FOR NEW STREET CONSTRUCTION
AND WIDENING OF SOUTH MILLARD AVENUE.**

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Land Acquisition and Disposition, passed and published in the Journal of the Proceedings of March 12, 1986, pages 28549-28552, concerning "Authority Granted to Negotiate for Acquisition of Property Necessary for New Street Construction on Portion of South Millard Avenue", recommending that the City Council pass the following proposed ordinance in lieu of that already published, to correct clerical errors.

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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

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 on April 25, 1985, Council Journal pages 15904, 15906, authorized the Commissioner of Public Works to expend Motor Fuel Tax Funds for New Street Construction 1982-3, M.F.T. Project No. 80-05044-00-PV for the following new streets:

S. Harding Avenue	-- W. 106th Street north to the first east- west alley south of W. 105th Street
S. Springfield Avenue	-- W. 107th Street to W. 104th Street
S. Avers Avenue	-- from its legal limits south of W. 104th Street to W. 104th Street
S. Hamlin Avenue	-- W. 105th Street to W. 103rd Street
S. Lawndale Avenue	-- W. 107th Street to W. 105th Street
S. Millard Avenue	-- W. 107th Street north to existing pavement
W. 106th Street	-- S. Pulaski Road to S. Hamlin Avenue
W. 105th Street	-- S. Pulaski Road to S. Hamlin Avenue
W. 104th Street	-- S. Pulaski Road to S. Hamlin Avenue
W. 104th Street	-- S. Lawndale Avenue to S. Millard Avenue

; and

WHEREAS, South Millard Avenue is not a full width street from 10600 to 10612 and from 10641 to 10645 South Millard Avenue; now, therefore,

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

SECTION 1. That the Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property required for the above-mentioned New Street Construction.

SECTION 2. That it is desirable and necessary that the following described property be acquired by the City of Chicago for street purposes:

Parcel 1.

The East 33.0 feet of Lot 14 in J. S. Hovland's Lawndale Avenue Subdivision of that part of the Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, lying South of the North six and two-thirds ($6 \frac{2}{3}$) acres, Commonly known as 10600 to 10612 South Millard Avenue, Chicago, Illinois.

Parcel 2.

The West 33.0 feet of Lot 8 (except the South 76.0 feet thereof) in J. S. Hovland's Lawndale Avenue Subdivision of that part of the Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, lying South of the North six and two-thirds ($6 \frac{2}{3}$) acres. Commonly known as 10641 South Millard Avenue, Chicago, Illinois.

Parcel 3.

The West 33.0 feet of the North 38.0 feet of the South 76 feet of Lot 8 in J. S. Hovland's Lawndale Avenue Subdivision of that part of the Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, lying South of the North six and two-thirds ($6 \frac{2}{3}$) acres. Commonly known as 10645 South Millard Avenue, Chicago, Illinois.

Parcel 4.

The East 33.0 feet of Lot 75 in J. S. Hovland's Re-subdivision of J. S. Hovland's 103rd Street Subdivision of the West half (W. 1/2) of the North half (N. 1/2) of the East half (E. 1/2) of the Northwest quarter (N.W. 1/4) of Section 14, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 3831 W. 104th Street.

SECTION 3. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 4. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in the case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel.

Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

SECTION 5. 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 of District 1 of said Department of Transportation.

SECTION 6. This ordinance shall be in force and effect from and after its passage.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the City Council's attention to the presence of the following visitors:

Ellen Meyers -- Women in the Director's Chair;

Sergio Mims -- Blacklight Film Festival;

Dan Liberty -- Chicago Council on Fine Arts;

Margaret Cuples -- Community Film Workshop;

Rachael Herkener -- Persistence of Vision;

Gaylor Emery -- Chicago Filmmakers.

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, April 23, 1986, at 10:00 A.M. in the Council Chamber in the City Hall, pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.



WALTER S. KOZUBOWSKI,
City Clerk.