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COPY

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

Regular Meeting—Wednesday, August 19, 1981

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

Attendance at Meeting.

Present—Honorable Jane M. Byrne, Mayor, and Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone.

Absent—Aldermen Majerczyk, Madrzyk, Barden, Kellam, Laurino, Orr.

Call to Order.

On Wednesday, August 19, 1981 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time. Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Quorum present.

On motions of Aldermen Brady, Cullerton and Huels, respectively, it was ordered noted in the Journal that Aldermen Kellam, Barden, Laurino and Majerczyk were absent due to illness.

Invocation.

Reverend Norbert Wachowiak, Queen of the Universe Church, opened the meeting with prayer.

Congratulations Extended to Jackie Robinson West Little League Baseball Team as Second Place Winners in 1981 Illinois State Little League Championship Series.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council presented the following proposed resolution:

WHEREAS, The Jackie Robinson West Little League baseball team has won second place honors in the 1981 Illinois State Little League championship series at Libertyville, Illinois on August 16, 1981; and

WHEREAS, The Jackie Robinson West Little League was started in 1970 to provide a vehicle for neighborhood youngsters to compete in America's favorite pastime; and

WHEREAS, These players have displayed pride and determination in their effort to achieve an outstanding record in sectional and state contests; and

WHEREAS, This organization has captured five sectional titles since its inception that made them eligible for State series play; and

WHEREAS, Coach Paul Dawson and Manager Joseph Haley have taught these youngsters important lessons in life and have dedicated their time and energy to bring the team to a high standard; and

WHEREAS, The Jackie Robinson West players are a great source of pride to Chicago and bring much enjoyment to their parents and fans; and

WHEREAS, The team is located in the 34th Ward and plays its home games at Mt. Vernon Park; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago duly assembled this 19th day of August, 1981, do hereby express their pride and admiration of the Jackie Robinson West Little League baseball team and request that the citizens of this great City of Chicago also applaud the accomplishments of this fine team; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jackie Robinson West Little League team.

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

Honorable Jane M. Byrne, Mayor, presented a trophy to the Jackie Robinson West Little League Baseball Team. Manager Joseph Haley and Coach Paul Dawson, on behalf of the team, accepted the trophy and expressed their appreciation for the honor accorded them. Alderman Frost was especially proud of the team since his grandson was one of the players. The participants were warmly applauded by all the Members of the City Council and assembled guests.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred—PROPOSED ORDINANCE TO AMEND CHAPTER 4 OF MUNICIPAL CODE CONCERNING THE REDISTRICTING OF THE CITY'S WARDS.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Committees and Rules:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 19, 1981.

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

LADIES AND GENTLEMEN—I transmit herewith an ordinance amending Chapter 4 of the Municipal Code of the City of Chicago concerning the redistricting of the City's Wards.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred—PROPOSED ORDINANCE TO AMEND CHAPTER 28 OF MUNICIPAL CODE CONCERNING TAXICAB LEASES.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Local Transportation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 19, 1981.

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

LADIES AND GENTLEMEN—At the request of the Commissioner of the Department of Consumer Services, I transmit herewith an ordinance amending Chapter 28 of the Municipal Code of the City of Chicago concerning taxicab leases.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred—PROPOSED ORDINANCE TO PROVIDE FOR LEVY OF TAXES WITHIN SPECIAL SERVICE AREA NO. 1 FOR STATE STREET MALL MAINTENANCE.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 19, 1981.

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

LADIES AND GENTLEMEN—At the request of the State Street Mall Commission, I transmit herewith an ordinance providing for the levy of taxes within Special Service Area Number One for State Street Mall Maintenance for the year beginning January 1, 1982.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred—PROPOSED ORDINANCE TO AUTHORIZE NEGOTIATIONS FOR ACQUISITION OF PROPERTY FOR AUTO POUND FACILITY.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 19, 1981.

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

LADIES AND GENTLEMEN—At the request of the Department of Streets and Sanitation, I transmit herewith an ordinance authorizing negotiations for the acquisition of property for the use of an auto pound facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred—PROPOSED ORDINANCE TO PROVIDE FOR CONDITIONAL APPROVAL OF INDUSTRIAL REVENUE BOND FOR PINKERT STEEL CO. PROJECT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

August 19, 1981.

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

LADIES AND GENTLEMEN—At the request of the Executive Director of the Economic Development Commission, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of $1,219,000 for the construction of a project by Pinkert Steel Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.

Pamphlet Publication of Ordinances.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on August 12, 1981, 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 August 19, 1981 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 August 12, 1981 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on August 19, 1981.

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:

Claims against City of Chicago.

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

Abdallah Ali c/o Hassan M. Hassan;
Boenzie Rudy;
Casasola Vicente;
Dunham John L.;
Ellerson Rebecca;
Heilbig Horst Richard, Lloyd M. Hughes Inc.;
Johnson Ethel, Johnson Helen C.;
Knight Marvin T., Kobayashi Masahiro, Kotowicz Mike, Kurian N. T.;
Love Clifford;
Medrano Sabino, Metz Judy, Metz Larry, Micci Joseph Jr., Moser Katherine;
Oliver Anthony G.;
Parker Albert E., Parklane Cond.;
Rhodes Janice E.;
Saczynski John, Sampson Lou, Seitz Dorothy E., Shane Robert I., Strickland Deron;
Tamplin Henrietta;
Van Antwerp Bertha;
White Edward M., Wong Kam Har.

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

Also communications from John L. Donovan, Commissioner of Streets and Sanitation, addressed to the City Clerk under date of August 14, 1981, transmitting certified copies of amounts of assessments for new Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code.—*Placed on File.*

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Transfer of Funds Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass two (2) proposed ordinances transmitted therewith, to authorize the transfer of funds in the following departments:

Department of Sewers

Department of Water

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Burke, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—39.

Nays—Alderman Marcin—1.

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

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

Department of Sewers.

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1981. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1981 payable from such appropriations:

From: Account	*Purpose*	*Amount*	*To:* Account	*Purpose*	*Amount*
314-8434-157	Rental of Equipment and Services	$125,000.00	314-8431-440	Machinery and Equipment	$125,000.00.

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

Department of Water.

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1981. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1981 payable from such appropriations:

From: Account	*Purpose*	*Amount*	*To:* Account	*Purpose*	*Amount*
200-8355-590	Construction and Improvements	$200,000.00	200-8111-144	Engineering	$200,000.00.

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

Approval Given to Mayor's Appointment of Timothy Bresnahan as Member of Administrative Joint Commission.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication dated July 28, 1981, from the Office of the Mayor concerning the appointment of Timothy Bresnahan as a member of the Administrative Joint Commission having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

This recommendation was concurred in by 17 members of the committee with 3 dissenting votes.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

Alderman Frost moved to *Concur In* the committee's recommendation of the appointment of Timothy Bresnahan as a member of the Administrative Joint Commission.

Alderman Bloom then presented an amendment to require all members of the Administrative Joint Commission to be residents of Chicago.

Alderman Barnett moved to *Lay the Amendment on the Table.* The motion *Prevailed,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Huels, Burke, Brady, Streeter, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone—30.

Nays—Aldermen Bloom, Bertrand, Humes, Kelley, Lipinski, Davis, Marcin, Oberman, Merlo, Volini—10.

Thereupon, on motion of Alderman Frost the proposed appointment was *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone—31.

Nays—Aldermen Bloom, Bertrand, Humes, Kelley, Sherman, Lipinski, Davis, Marcin, Oberman, Merlo, Volini—11.

Approval Given to Mayor's Appointment of Thomas Meagher as a Member of Administrative Joint Commission.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication dated July 28, 1981, from the Office of the Mayor concerning the Appointment of Thomas Meagher as a member of the Administrative Joint Commission having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

This recommendation was concurred in by 17 members of the committee with 3 dissenting votes.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said appointment of Thomas Meagher was *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Shaw, Vrdolyak, Burke, Brady, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone—28.

Nays—Aldermen Bloom, Bertrand, Humes, Kelley, Lipinski, Davis, Marcin, Oberman, Merlo, Volini—10.

Approval Given to Mayor's Appointment of James Clark as a Member of Administrative Joint Commission.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication dated July 28, 1981, from the Office of the Mayor concerning the Appointment of James Clark as a member of the Administrative Joint Commission having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

This recommendation was concurred in by 19 members of the committee with 1 dissenting vote.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said appointment of James Clark was *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Shaw, Vrdolyak, Huels, Burke, Brady, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—33.

Nays—Aldermen Bloom, Bertrand, Humes, Kelley, Davis, Marcin, Oberman—7.

Approval Given to Mayor's Appointment of Thomas O'Neill as a Member of Administrative Joint Commission.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication dated July 28, 1981, from the Office of the Mayor concerning the Appointment of Thomas O'Neill as a member of the Administrative Joint Commission having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

This recommendation was concurred in by 19 members of the committee with 1 dissenting vote.

Respectfully submitted,

(Signed) WILSON FROST,

Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said appointment of Thomas O'Neill was *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Shaw, Vrdolyak, Huels, Burke, Brady, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Frost, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—33.

Nays—Aldermen Bloom, Bertrand, Humes, Kelley, Davis, Marcin, Oberman—7.

Approval Given to Mayor's Appointment of Nelson Carlo as a Member of Administrative Joint Commission.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication dated July 28, 1981, from the Office of the Mayor concerning the Appointment of Nelson Carlo as a member of the Administrative Joint Commission having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

This recommendation was concurred in by 17 members of the committee with 3 dissenting votes.

Respectfully submitted,

(Signed) WILSON FROST,

Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said appointment of Nelson Carlo was *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Huels, Burke, Brady, Sheahan, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Natarus, Clewis, Axelrod, Schulter, Stone—30.

Nays—Aldermen Bloom, Bertrand, Humes, Kelley, Lipinski, Davis, Marcin, Oberman, Merlo, Volini—10.

Approval Given to Mayor's Appointment of Reverend Johnnie Colemon as a Member of Administrative Joint Commission.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a communication dated July 28, 1981, from the Office of the Mayor concerning the Appointment of Reverend Johnnie Colemon as a member of the Administrative Joint Commission having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

This recommendation was concurred in by 19 members of the committee with 1 dissenting vote.

Respectfully submitted,

(Signed) WILSON FROST,

Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said appointment of Reverend Johnnie Colemon was *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—36.

Nays—Aldermen Bloom, Bertrand, Humes, Kelley, Davis, Marcin, Oberman—7.

Authorization to Execute a Grant Contract for UMTA for the Year 1982 Transit Planning Funds.

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

WHEREAS, A cooperative planning effort has been undertaken by Regional Planning agencies, i.e., City of Chicago; Chicago Area Transportation Study; Chicago Transit Authority; Northeastern Illinois Planning Commission; Illinois-Indiana Bi-State Commission; and the Regional Transportation Authority; and

WHEREAS, These agencies provide coordinated, comprehensive transportation planning and programming for the Chicago metropolitan region within the framework of the Metropolitan Planning Organization; and

WHEREAS, The U. S. Government, through its Department of Transportation, Urban Mass Transportation Administration, and under authority granted by Section 8 of the Urban Mass Transportation Act of 1964, as amended, has provided such funding assistance under previous grant agreements and wishes to continue such assistance under a new grant agreement; and

WHEREAS, Such Federal assistance is provided through the Metropolitan Planning Organization for Northeastern Illinois; and

WHEREAS, The Metropolitan Planning Organization has designated the City of Chicago as the applicant and agent for administering the grant funds; and

WHEREAS, Total project costs are in an amount not to exceed $2,130,000; and the U. S. Government is offering to award a grant for 80% of the total costs in an amount not to exceed $1,704,000; and

WHEREAS, The local matching share, amounting to 20% of total project cost or not more than $426,000 is to be provided ratably by the six participating agencies; now, therefore,

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

SECTION 1. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a grant contract in the amount of $2,130,000 with the Urban Mass Transportation Administration for FY'82.

SECTION 2. That the Commissioner of the Department of Public Works is authorized to provide assurances and to furnish such additional information as the Urban Mass Transportation Administration may require for this project.

SECTION 3. That the City of Chicago is authorized to provide the City's share of the matching funds; staff services in the amount of $75,200 will be used to provide the matching share for the Department of Public Works; staff services in the amount of $3,000 will be used to provide the matching share for the Department of Planning.

SECTION 4. That this ordinance shall be in force and effect from and after its passage.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Burke, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—39.

Nays—Alderman Marcin—1.

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

Authority Granted for Issuance of $1,368,000 Industrial Revenue Bond (EnBrco, Inc. Project).

The Committee on Finance submitted a report (referred August 12, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the issuance of $1,368,000 Industrial Revenue Bond Series 1981, for the development of a project by EnBrco, Inc.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Shaw, Vrdolyak, Huels, Burke, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Rittenberg, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—39.

Nays—Alderman Marcin—1.

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

The following is said ordinance as passed:

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

WHEREAS, The Issuer proposes to issue $1,368,000 principal amount Industrial Development Revenue Bonds, Series 1981 (EnBrco, Inc., Project) (the "Bonds") pursuant to a Trust Indenture dated as of September 1, 1981 (the "Indenture"), by and between the Issuer and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee (the "Trustee"); and

WHEREAS, Pursuant to a Loan Agreement dated as of September 1, 1981 (the "Loan Agreement"), by and between the Issuer and EnBrco, Inc., a Delaware corporation (the "Borrower"), the Issuer proposes to lend the proceeds from the sale of the Bonds to the Borrower in order to provide funds to reimburse the Borrower for the cost of acquiring certain real property and buildings, and machinery and equipment located thereon all within the corporate boundaries of the Issuer (the "Project") to be used as a facility designed for advertising support services and related activities and to pay necessary expenses incidental thereto; and

WHEREAS, To secure the repayment of the loan of Bond proceeds the Borrower has arranged for an irrevocable letter of credit to be issued in the name of the Trustee (the "Letter of Credit") to be issued by The First National Bank of Boston, Boston, Massachusetts, in the amount not less than the outstanding principal amount of the Bonds; and

WHEREAS, Pursuant to the Indenture, as security for the Bonds, the Issuer will assign to the Trustee all of the Issuer's right, title and interest in, under and to the Loan Agreement (except the Issuer's rights to consent to supplements and amendments to the Loan Agreement and to be reimbursed and held harmless, which rights are herein collectively referred to as the "Unassigned Rights"); and

WHEREAS, Forms of the Loan Agreement and the Indenture have been prepared and presented to this meeting; now, therefore,

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

SECTION 1. The acquisition of the Project and the payment of necessary expenses incidental thereto are hereby authorized and determined to be in the public interest and in furtherance of the public purposes contemplated by the Enabling Ordinance.

SECTION 2. In order to provide funds to reimburse the Borrower for costs incurred for the acquisition of the Project and necessary expenses incidental thereto, there are hereby authorized to be issued the revenue bonds of the Issuer in the principal amount of $1,368,000, which bonds shall be designated "Industrial Development Revenue Bonds, Series 1981 (EnBrco, Inc., Project)." As provided in the Indenture, the Bonds shall be initially issued as a single, fully registered bond without coupons in the denomination of $1,368,000, and may be subsequently issued in other authorized denominations upon transfer, exchange or partial redemption upon the terms set forth in the Indenture.

The Bonds shall be dated in the manner set forth in the Indenture; shall bear interest from their date on the unpaid principal thereof at the rate of twelve percent (12%) per annum: shall be payable as to principal and interest at the times and in the amounts set forth in the Indenture; and shall be subject to redemption prior to maturity at the time, under the circumstances, in the manner, at the prices and with the effect set forth in the Indenture.

The Bonds shall be executed in the name of the Issuer by the manual or facsimile signature of the Mayor, shall be countersigned by the manual or facsimile signature of the Comptroller, shall be attested by the manual signature of the City Clerk, shall have the corporate seal of the Issuer impressed or reproduced thereon and shall be authenticated by the endorsement of the Trustee.

The Bonds and the interest thereon shall be limited obligations of the Issuer, payable solely and only from the revenues and receipts derived by the Issuer from the Project pursuant to the Loan Agreement and otherwise as provided in the Indenture and the Loan Agreement and in certain events from the Letter of Credit. The Bonds and the interest thereon shall never constitute an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds of the sale of the Bonds, (ii) the revenues and receipts derived by the Issuer from the Project pursuant to the Loan Agreement, and (iii) any moneys arising out of the investment or reinvestment of said proceeds, income, revenues or moneys.

SECTION 3. The Bonds and the Trustee's certificate of authentication to appear on each of the Bonds shall be in substantially the form set forth in the Indenture, with such appropriate variations, omissions, insertions and provisions as are permitted or required by the Indenture, the omissions to be appropriately completed when the Bonds are prepared, and the execution of the Bonds by the Mayor, the Comptroller and City Clerk as provided in Section 2 hereof shall be conclusive evidence of such approval. The Mayor, the Comptroller and the City Clerk are hereby authorized and directed to cause to be prepared an issue of $1,368,000 aggregate principal amount of the Bonds in accordance herewith.

SECTION 4. The Bonds shall be issued in compliance with and under authority of the provisions of the Enabling Ordinance, this Ordinance and the Indenture and the foregoing shall be stated on the face of the Bonds.

SECTION 5. The forms, terms and provisions of the proposed Loan Agreement and Indenture are hereby in all respects approved, and the Mayor, and the City Clerk are hereby authorized, empowered and directed to execute and deliver the Loan Agreement and Indenture in the name and on behalf of the Issuer. The Loan Agreement and Indenture, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of Loan Agreement and Indenture now before this meeting; and from and after the execution and delivery of the Loan Agreement and the Indenture the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and to comply with and make effective the provisions of the Loan Agreement and the Indenture as executed. The Mayor, the Comptroller and the City Clerk of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates, financing statements and other instruments that may be required for the carrying out of the authority conferred by this Ordinance and by the Loan Agreement and the Indenture or to evidence said authority and its exercise.

The Trustee is hereby authorized to receive and receipt for the proceeds of the Bonds on behalf of the Issuer and to hold, invest and disburse said proceeds in accordance with the provisions of the Indenture. All provisions of the Indenture, including those with respect to the acquisition of the Project, the issuance and delivery of the Bonds and the receipt, custody, investment and application of the proceeds of the Bonds and the payments under the Loan Agreement and other revenues and receipts to be derived from the Project, are hereby in all respects adopted, ratified and confirmed for and on behalf of the Issuer.

SECTION 6. The sale of the Bonds to Kemper Financial Services, Inc., Chicago, Illinois, at a price of 100% of the principal amount thereof plus accrued interest to the date of delivery, if any, is hereby approved.

SECTION 7. The Issuer hereby elects to have the provisions as to the $10,000,000 limit in Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended, applied to the Bonds; and the Mayor and the City Clerk of the Issuer are hereby authorized, empowered and directed to take any further action which may be required to implement and effectuate such election, including without limitation the preparation and filing of such statements or other documents as may be deemed by them to be necessary or advisable in order to comply with the procedure set forth in Section 1.103-10(b)(2)(vi) of the Income Tax Regulations (26 CFR Part 1) under Section 103 of the Internal Revenue Code of 1954, as amended, and all acts heretofore taken by them in this connection are hereby ratified and confirmed.

SECTION 8. Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, is hereby designated Trustee under the Indenture. The Issuer hereby recognizes, agrees to and approves the deposit of the proceeds of the Bonds with said Trustee, which proceeds shall be held and applied by the Trustee in accordance with the provisions of the Indenture. The Mayor, the Comptroller and the City Clerk are hereby authorized to direct the Trustee to authenticate and deliver the Bonds to the original purchaser thereof, upon payment in full of the purchase price therefor.

SECTION 9. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 10. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption.

[Loan Agreement, Memorandum of Intent and Trust Indenture omitted for printing purposes]

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

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

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

Mayor's Home Rehabilitation Office.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the Northern Trust Company, As Trustee Under Trust No. 36239, Dated July 1, 1969, for approximately 575 square feet of office space on the ninth (9th) floor located at No. 100 N. LaSalle Street, for use by the Mayor's Home Rehabilitation Office; such lease to be approved by the Director of Mayor's Home Rehabilitation Office and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6892 of this Journal]

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

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

Rider "A"

Notification Provision

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

Rider "B"

Rental Payment Provisions

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

Six Hundred Twenty-three and 00/100 dollars ($623.00) per month for the period beginning on the 1st day of August, 1981 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the first day of a month) and ending on the 31st day of July, 1982;

Six Hundred Forty-seven and 00/100 dollars ($647.00) per month for the period beginning on the 1st day of August, 1982 and ending on the 31st day of July, 1983;

Six Hundred Seventy-two and 00/100 dollars ($672.00) per month for the period beginning on the 1st day of August, 1983 and ending on the 31st day of July, 1984.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller.

Rider "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Provide two (2) air conditioning units and maintain said equipment in good operable condition.

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

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

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

At its own expense paint entire premises within sixty (60) days of lease execution.

At its own expense carpet entire premises within sixty (60) days of lease execution.

Provide and pay for window washing inside and out as required.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction and maintenance of the demised premises.

Provide and pay for exterminator services on a monthly basis, or more often if required.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by the respective governmental taxing bodies.

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

Lessee under this lease shall:

Pay for electricity as metered on said premises, including electricity for two air conditioning units.

Other terms and conditions:

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

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

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by Certified or Registered mail at the address cited herein.

This Agreement, Made this .... day of ....

A. D. 19 , between The Northern Trust Company, As Trustee U/T #36239 Dated July 1, 1969, ... as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 575 square feet of Office Space on the ninth (9th) floor located at 100 North LaSalle Street, for the Mayor's Home Rehabilitation Office

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August or date of occupation whichever occurs later A. D. 1981, and ending on the 31st day of July A. D. 1984. Lessee has the right to terminate this lease Upon Thirty (30) days prior written notice to Lessor at the address cited herein. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Strobeck, Reiss & Co., 134 S. LaSalle St., Chgo., Ill. room 1600 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached hereto and Made A Part Hereof xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx For Renral Payment Provision See Rider "B" Attached Hereto and Made a Part hereof xxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

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

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

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

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

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

[Signature forms omitted]

Department of Streets and Sanitation.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between the Metropolitan Sanitary District of Greater Chicago, and the City of Chicago, for approximately 7.4 acres of land within Lots 50 and 52 along the Southerly Bank of the main channel Easterly of Cicero Avenue, for use as a Bureau of Electricity storage yard, by the Department of Streets and Sanitation; such lease to be approved by the Commissioner of the Department of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in the following form:

LEASE

This Indenture, Made this 8th day of January, A.D., 1981, by and between The Metropolitan Sanitary District of Greater Chicago, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter designated the "Lessor"), authorized by an Order of the Board of Commissioners dated the 8th day of January, 1981, and The City of Chicago, a municipal corporation (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

Premises Leased

1.01 The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the following described premises situated in the County of Cook and State of Illinois, to-wit:

(For Legal Description, see Exhibit "B")

1.02 To Have and to Hold the said premises for a term of five (5) years, commencing on February 15, 1981 and terminating on February 14, 1985, unless terminated sooner by the virtue of the provisions hereunder, subject to the following terms, provisions, covenants, conditions and reservations.

1.03 Lessor shall have the right to unilaterally terminate this Lease, in whole or in part, upon giving 90-days written notice thereof to the Lessee, after it has been determined by the Board of Commissioners of the Lessor that all or part of the leasehold premises are needed for the corporate purposes of the Lessor.

1.04 It is expressly covenanted by and between the parties hereto that the Lessor executes and delivers this Lease without representations or warranties whatsoever of its authority so to do, the Lessee having examined the title of the Lessor to the demised premises and being satisfied with such title at the date of delivery of this lease and with the power and authority of the Lessor to execute and deliver this Lease;

(a) The Lessor agrees to use all reasonable efforts in good faith to protect the Lessee in the quiet possession and peaceable enjoyment of the said demised premises. In the event, by reason of paramount title, possession of said premises or any part thereof is interfered with or taken by some third person or corporation without the consent of the Lessor, then the rent to be paid hereunder by the Lessee shall forthwith abate as to such part of said premises;

(b) The Lessor shall in no way be liable for any damages to the Lessee under subparagraph (a) above, it being understood that the Lessor does not covenant with the Lessee for the quiet and peaceable enjoyment and possession of said premises, except as against the Lessor itself.

1.05 It is expressly convenanted by the parties hereto that the Lessor executes and delivers this lease without representation or warranties concerning the building and zoning laws affecting the premises. The Lessee has examined the building and zoning laws concerning the premises and is satisfied that he may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the premises in accordance with the uses set forth in Section 3.03 of this lease;

(a) In the event on the date hereof at any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.03 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within two (2) years of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits;

(b) The failure of the Lessee to obtain, such zoning change as may be necessary, or such building permit, within two (2) years of the date of this lease, shall be cause for immediate cancellation of this lease at the option of the Lessor, provided however, in this event, all rents due or coming due shall be prorated through and including the effective date of cancellation.

1.06 It is expressly covenanted by the parties hereto that in the event of any condemnation of the premises herein leased, of the leasehold herein granted, or any part thereof, the entire condemnation award shall be sole property of the Lessor, except for the actual value of the improvements as of the date of said condemnation; and in the event the whole tract is taken or so much of the tract is taken as to make the operation or the premises as a Bureau of Electricity storage yard on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this lease.

1.07 The sale or giving away of intoxicating liquors, gambling in any form and the conducting of any unlawful activity on the demised premises are prohibited. However, this paragraph is not to be construed as permitting all uses or activities not specifically prohibited. Use of the premises is limited and restricted to those specific uses set forth in paragraph 3.05.

ARTICLE TWO

Payment of Rentals

2.01 The Lessee agrees in consideration of the leasing of the premises aforesaid to pay to said Lessor as rent for the said demised premises the sum of Five Thousand Two Hundred Seventy-eight and no/100 ($5,278.00) per annum, the first payment thereof being due upon the execution hereof, and subsequent annual rental payments shall be due on the anniversary date of the first rental payment hereof for the balance of the term hereof.

ARTICLE THREE

General Provisions

3.01 (Failure of Lessor to Insist on Provisions, No Waiver) The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every of said obligations arising under the provisions of this lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if it violates any of the obligations under this Lease no waiver by the Lessor of its right to take advantage of such violation shall stop it to insist upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this lease reserved and that no acceptance by the Lessor of any currency, legal tender, checks, coin, money, or value whatever, in payment of any installment or installments of rent, shall be construed to be a waiver on the part of the Lessor of the right to demand the payment of any other unpaid installment or installments of rent in lawful money of the United States of America.

3.02 (Lessee to Pay Taxes, Assessments and Water Rates) The Lessee covenants and agrees to pay when due all taxes, assessments, and water rates that may be levied, charged, or imposed upon or against the said demised premises, or on any part thereof, or upon improvements placed thereon by the Lessee during the term of said lease.

3.03 It is expressly covenanted and agreed that the demised premises are to be used by the Lessee as a Bureau of Electricity storage yard and for no other purposes.

3.04 The Lessee covenants and agrees not to maintain any nuisance on the demised premises or permit any noxious odors to emanate from the demised premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises.

3.05 The Lessee covenants and agrees to keep the demised premises in a clean and sanitary condition in accordance with the laws, ordinances and regulations of the County, City, Village, Town or Municipality (wherein the premises are located), the State of Illinois, the United States of America, and The Metropolitan Sanitary District of Greater Chicago.

3.06 The Lessee covenants and agrees that it shall abide by any and all Pollution Control Laws, ordinances and regulations of the County, City, Village, Town or Municipality (wherein the premises are located), the State of Illinois, the United States of America, and The Metropolitan Sanitary District of Greater Chicago.

3.07 The Lessee agrees that upon the termination of this lease-hold estate by lapse of time or otherwise to yield up said demises premises together with any improvements which may be constructed or placed thereon under the terms hereof, to the Lessor, in as good condition as when said improvements were constructed or placed thereof, ordinary wear and tear excepted; and subject to the provisions of Paragraph 6.02 hereof, also Lessee shall, at its own sole cost and expense, remove all improvements that the Lessee shall order the Lessee to remove from said demised premises; and provided further in the event of the removal by the Lessee of such improvements, that the Lessee expressly agrees to restore, at its sole cost and expense, the surface of the ground as near as may be to the same condition as it existed before the construction of such improvements or mixtures.

3.08 (Right of Lessor to Re-entry and Possession of Premises Upon Default, etc.) It is understood and agreed by and between the parties hereto that if the Lessee shall default in or fail to perform and carry out any of the covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its selection, at or after the expiration of said ninety (90) days after the giving of said notice to declare said term ended and upon the said demised premises or any part thereof, either with or without process of law, to re-enter, and the Lessee or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said demised premises to repossess and enjoy as in their first and former estate, and Lessee, for himself, in that case, hereby waives all legal rights which it now has or may have to hold or retain any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid and first lien upon any and all goods, chattels or other property of the Lessee located on said demised premises as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at the time said term shall be ended at such election of the Lessor, its successors or assigns immediately upon the termination of said term as aforesaid and if the Lessee shall remain in possession of the same on the day after the termination of this lease in any of the ways above named it shall be deemed guilty of a forcible detainer of said demised premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction to removal forcible or otherwise, with or without process of law as above stated.

3.09 (Various Rights Cumulative, etc.) The Lessee agrees that the various rights and remedies of the Lessor contained in this lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, or the right herein given the Lessor to enforce any of the terms and provisions of this lease, shall not in any way affect the right of the Lessor to declare this lease terminated and the term hereby created ended, as herein provided, upon default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this lease provided to be performed and carried out by the Lessee; however, if said lease shall be terminated during the term hereby created by either the Lessor or Lessee under any provision contained herein, then the Lessee shall only be liable for rent on a prorated basis for that portion of the lease year through and including the date of cancellation, with the Lessor required to refund to the Lessee the prorated portion of the rent for the balance of the year.

ARTICLE FOUR

Indemnification and Insurance

4.01 The Lessee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses, which may in any wise accrue, directly or indirectly, against the Lessor in consequence of the granting of this Lease or which may in any wise result therefrom or from any work done thereunder, whether or not it shall be alleged or determined that the act was caused through the negligence or omission of the Lessee, or Lessee's employees, or of any contractor, subcontractor, or their employees, if any, or of the Lessor, its Trustee, agents, officials or employees, and the Lessee shall, at Lessee's sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Lessor, its Commissioners, agents, officials or employees in any such action, the Lessee shall at Lessee's sole expense, satisfy and discharge the same.

4.02 Lessee expressly understands and agrees that any performance bond or insurance protection required by this Lease, or otherwise provided by Lessee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the Lessor, as herein provided.

The Lessee agrees to save and keep harmless the said Lessor of and from any claims for mechanics/liens by reason of any construction work, repairs, replacements or other work or for any improvements made or placed upon or to said demised premises.

Article Five

Engineering Reservations and Requirements

5.01 The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipe lines, duct lines, sewers, cables, electric transmission lines, and other surface and subsurface structures. Pursuant to those agreements, the various grantees installed and are operating their respective surface and underground plant facilities. Plats and drawings showing the location, size and type of the surface and underground plant facilities are filed in the office of the Lessor's Chief Engineer and are available for inspection.

Lessee agrees to occupy and use the demised premises in such manner as not to damage, obstruct access to, or interfere with the operation of said surface and underground plant facilities.

5.02 The Lessee expressly agrees that the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, power, and communication lines upon, under and across said demised premises.

5.03 The Lessor reserves unto itself a perpetual right, privilege and authority to construct, maintain, operate, repair and reconstruct intercepting sewers, with its connecting sewers and appurtenances, and any other drains or structures upon, under and through said demised premises. The lessor shall also have the right, privilege and authority to enter upon and use such portions of said demised premises as may be necessary in the opinion of the Chief Engineer of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drives.

It is further expressly understood and agreed by the Lessee that no buildings, materials or structures shall be placed or erected and no work of any character done on said demised premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains, or other structures and appurtenances located at any time on said demised premises, or so as to interfere with their maintenance and operation.

5.04 It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on said demised premises, or by any other work which the Lessor may perform on said demised premises under the terms hereof, or adjacent to said demised premises.

5.05 If at any time in the future, the Lessor, the United States Government or any other governmental agency should embark upon the work of enlarging or improving the Chicago Sanitary and Ship Canal of the Lessor, and if as a consequence thereof, any portion of said demised premises are required for any purpose in connection with any such future enlargement or improvement, as determined by the Chief Engineer of the Lessor or the District Engineer, Corps of Engineer, U. S. Army, Chicago District, then, in such event, it is understood and agreed by the parties hereto that the Lessee shall surrender possession of such part of the demised premises that may be so required. Lessee agrees, also, at its own cost and expense, to remove all of its equipment, structures, or other works from those portions of said demised premises so taken, or reconstruct or relocate such of its installation as may be required to permit the use of said demised premises for the Channel enlargement or improvement within sixty (60) days after notice shall have been given to the Lessee by said Chief Engineer.

5.06 If at any time in the future, any portions of the demised premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps, and access roads, as determined by the Chief Engineer of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then, in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the demised premises that may be so required. Lessee agrees, also, at its own cost and expense, to remove all of its equipment, structures, or other works from those portions of said demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of said demised premises for the construction of highways and roadways, or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Chief Engineer of Lessor.

5.07 The Lessor reserves to itself or its assignees or permittees at any time during the period of this lease, upon thirty (30) days' written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across said demised premises. Any such construction shall be located as determined by the Chief Engineer of the Lessor so as to cause, in his opinion, the least interference, consistant with efficient and economical design, with any equipment, or improvements that the Lessee may then have on said demised premises.

5.08 The Lessee agrees not to discharge any domestic sewerage originating in said demised premises into said Chicago Sanitary and Ship Canal.

5.09 The Lessee agrees that if at any future date it desires to dispose of domestic sewage from said demised premises, it will discharge the said domestic sewage into a local sewer of Lessee or an intercepting sewer of the Lessor. Lessee will make application and secure the necessary permit from The Metropolitan Sanitary District of Greater Chicago before discharging any domestic sewage into intercepting sewer of the Lessor.

5.10 The Lessee also agrees to collect separately all roof water, surface run-off from grounds and roadways, and drainage water and to discharge the same directly into said Chicago Sanitary and Ship Canal free from any sewage; all to be done in a manner acceptable to said Chief Engineer of the Lessor.

5.11 It is agreed by and between the parties hereto that the Lessee shall submit to the Chief Engineer of the Lessor for his approval the general plans for handling the sewerage, grading and drainage of the said demised premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon before the commencement of any work thereon.

5.12 The Lessor reserves to itself the right of access to said premises for inspection by the Lessor and its duly accredited agent at all times, and for such surveys as the Chief Engineer of the Lessor may deem necessary.

Article Six

Provisions for Building and Improvement Requirements

6.01 It is further expressly understood and agreed by the Lessee that no permanent improvements are to be constructed on the demised premises.

6.02 In consideration of the leasing of said demised premises to the Lessee, it is understood and agreed by and between the parties hereto that upon the expiration of this lease by lapse of time or termination of this lease by forfeiture, or by reason of the failure of the Lessee to keep and perform all and singular the covenants, agreements or conditions herein contained, any improvements erected, constructed or placed upon said demised premises shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee. Said improvements shall be removed from the premises only with the express direction of the Lessor, first had and obtained.

ARTICLE SEVEN

Assignment or Sub-letting

7.01 It is agreed by and between the parties hereto that Lessee shall not have the right to sublet the demised premises or any part thereof or to assign this lease.

ARTICLE EIGHT

Notices and Right to Terminate

8.01 It is understood and agreed by and between the parties hereto that all notices herein provided for from the Lessor to the Lessee concerning anything pertaining to this lease shall be mailed, (registered or certified mail) in an envelope to the Lessee, c/o John L. Donovan, Commissioner of Streets and Sanitation, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and to the Assistant Comptroller, Real Estate, 205 West Randolph Street, Suite 1000, Chicago, Illinois 60606, or at any other address that it may hereafter in writing designate, and that such notice may be upon the option of the Lessor so mailed to the Lessee, and that any notice so mailed by the Lessor to the Lessee shall be and is hereby declared to be sufficient notice for all the purposes of this lease and that a post office registry receipt or certified receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of this fact.

ARTICLE NINE

Additional Provisions

9.01 The Lessee agrees to exhibit paid real estate tax bills affecting the subject premises or photostatic copies thereof to the Lessor upon payment of said taxes on or before the penalty date for said taxes for each year of this lease.

9.02 It is further agreed that the notice as provided in Section 1.03 hereof shall not be given by the Lessor except pursuant to an order of the Board of Trustees of said Lessor.

9.03 The Lessee shall procure, install and maintain, at its sole cost and expense, adequate and proper lifesaving equipment and facilities along the bank of the Chicago Sanitary and Ship Canal along the demised premises in the City of Chicago, Cook County, Illinois.

9.04 Lessee shall within 120 days of the date hereof scrape, level and remove all debris from the premises and erect a chain-link fence with appropriate gates around the entire perimeter of the premises.

9.05 This lease is subject to the right, title and interest of certain lessees, grantees and permittees including, but not limited to Commonwealth Edison Company and Texas Eastern Transmission Company. Lessor reserves unto itself the right and authority to grant other and further easements, licenses and permits upon, over, across, through and under said premises, without Lessee's consent, provided that such grant(s) does not unreasonably interfere with Lessee's use and enjoyment of the premises.

9.06 Either party may cancel this lease by giving ninety (90) days prior written notice to the other party at the address cited herein.

[Signature forms omitted for printing purposes.]

Exhibit "B"—Legal Description, reads as follows:

Lots 50 and 52 of Sanitary District Trustees' Subdivision of right-of-way from the north and south center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian to Will County Line except those portions of said lots lying northerly of a line described as follows:

Beginning at a point in the northwesterly line of said Lot 52, 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line, making an angle of 31°-31′-25″ with the northwesterly line of said Lot 52 to its intersection with the northwesterly right-of-way line of the main track of The Atchison, Topeka and Santa Fe Railway Company as said right-of-way existed on December 20, 1939; thence northeasterly on said northwesterly right-of-way line to the westerly right-of-way line of the Chicago and Western Indiana Railroad Company; and except a strip of land described as follows:

A strip of land 37 feet wide over and across said Lots 50 and 52 lying southeasterly of a line 37 feet normally distant from and parallel to the northwesterly right-of-way line of said The Atchison, Topeka and Santa Fe Railway Company, and lying westerly of the portions of said Lot 50 previously excepted hereinbefore; and except a parcel of land described as follows:

Commencing at the northwest corner of said Lot 52; thence northeasterly along the northwesterly line of said Lot 52, 55.38 feet to the easterly line of Cicero Avenue; thence southerly along the easterly line of Cicero Avenue, 85.72 feet to the point of beginning; thence continuing southerly along said easterly line, 100.00 feet; thence northeasterly along a line making an angle of 79°-00′-00″ to the right of the last-described line, 62.52 feet; thence northerly along a line parallel to the easterly line of Cicero Avenue, 100.00 feet; thence southwesterly along a line making an angle 79°-00′-00″ with the last-described line, 62.52 feet to the point of beginning and subject to the use of that part of said Lot 52 required for the Cicero Avenue highway and bridge; and subject to the terms of an easement to Commonwealth Edison Company for two parcels of land described as follows:

That part of said Lot 50 described as follows: Commencing at a point in the northwesterly line of said Lot 52 at a point 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line making an angle 31°-31′ and 25″ with the northwesterly line of said Lot 52, a distance of 585.20 feet to the point of intersection with a line drawn parallel with and 50 feet northwesterly, measured perpendicular, of the center line of the original main track of The Atchison, Topeka and Santa Fe Railway Company, said point being 150.49 feet southwesterly of the intersection of said parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company, said point of intersection being the point of beginning of the hereinafter described parcel of land; thence continuing southeasterly along said straight line a distance of 32.39 feet to the point of intersection with a line drawn parallel with and 33 feet northwesterly, measured perpendicular, of the center line of the original main track of The Atchison, Topeka and Santa Fe Railway Company, said point being 116.03 feet southwesterly of the point of intersection of last-described parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company; thence northwesterly along a straight line if extended would intersect the northwesterly line of said Lot 52 at a point 592.29 feet northeasterly of the northwest corner thereof, a distance of 34.32 feet to a point in said line 50 feet northwesterly of said main track; thence northeasterly along last-mentioned line, a distance of 2.23 feet to the point of beginning, and

That part of said Lots 50 and 52 described as follows: Beginning at a point in the northwesterly line of said Lot 52 at a point 635.06 feet northeasterly of the northwest corner thereof; thence southeasterly in a straight line making an angle of 31°-31′-25″ with the northwesterly line of said Lot 52 a distance of 585.20 feet to its intersection with a line parallel with and 50 feet northwesterly, measured perpendicular, of the center line of the original main track of the Atchison, Topeka and Santa Fe Railway Company, said point being 150.49 feet southwestwardly of the point of intersection of said parallel line with the west right-of-way line of the Chicago and Western Indiana Railroad Company; thence southwestwardly along said parallel line a distance of 2.23 feet; thence northwestwardly along a straight line to a point in the northwestwardly line of said Lot 52 that is 592.29 feet northeasterly of the northwest corner thereof; thence northeasterly along the northwesterly line of said lot 42.77 feet to the point of beginning.

[Map omitted for printing purposes.]

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

Lease Agreement Authorized with Board of Education for Vacant Property at W. Douglas and S. Independence Blvds.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize a lease agreement between the City and the Board of Education for vacant property at W. Douglas and S. Independence Boulevards.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease between the City of Chicago, A Municipal Corporation and the Board of Education of the City of Chicago, A Municipal Corporation, for approximately 8,000 square feet of City-owned vacant land known as Independence Square located at the intersection of West Douglas and South Independence (Boulevards) for the purpose of locating a relocatable Schome (School-Home) Building such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 6898 of this Journal]

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

Rider "A" and Exhibit "A" attached to this ordinance read as follows:

Rider "A"

Lessor and Lessee Responsibilities

Fifth: Lessee agrees to provide and maintain concrete walks, chainlink fence and guard rail around the site, at its own expense and upon termination of lease shall remove all buildings, walks, rails, and fence at own expense and restore property to original condition, ordinary wear excepted.

Sixth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, No. 205 West Randolph, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location.

Seventh: Lessee shall pay any and all leasehold or use taxes on premises, if levied.

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

Ninth: Lessee shall not use said premises for any commercial profit making, fund raising or political activities.

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

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

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

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

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

Fifteenth: Lessee shall not (a) assign or convey this lease or any interest under it ,(b) allow any transfer hereof or any lien upon Lessee's interest by operation of law, (c) sublet the premises or any part thereof, (d) permit the use of occupancy of the premises or any part thereof by anyone

(continued on page 6899)

This Agreement. Made this .... day of ....

A. D. 19 ...... Between City of Chicago / A Municipal Corporation

.... party of the first part and Board of Education - City of Chicago, A Municipal Corporation

.... party of the second part.

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

Approximately 8,000 Square Feet of Vacant Land known as Independence Square Located at the Intersection of West Douglas and South Independence Boulevards for Relocatable Schome (School - Home) building. Legal Description of said property described in Exhibit "A" Attached Hereto and Made a Part Hereof.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the first day of September A. D. 19 81 until the thirty - first day of August A. D. 19 86 . And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at Office of the City Comptroller, City Hall Room 510, 121 N, LaSalle St., Chicago, Illinois 60601

as rent for said leased premises for said term the sum of One Dollar ($ 1.00) payment hereby acknowledged ~~payable in advance in equal monthly installments upon the first day of each and every month during the term hereof~~

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

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

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

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

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

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

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

[Signature forms omitted]

(continued from page 6897)

other than Lessee, without, in each and every case obtaining the prior, written approval of the Lessor.

Sixteenth: Lessee shall use said premises solely as a site for the placement of a relocatable Schome (School-Home).

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

Eighteenth: In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee it shall be necessary to send a written or printed copy thereof, postage prepaid, addressed to Lessor as follows: by United States registered or certified mail, Postage prepaid, Addressed to Lessor as follows: Director of Real Estate, City of Chicago Board of Education, No. 228 N. LaSalle Street, Room 238, Chicago, Illinois 60601.

Exhibit "A"

Attached hereto and made a part hereof the lease between the City of Chicago, A Municipal Corporation, as Lessor, and the Board of Education of the City of Chicago, as Lessee, for approximately 8,000 square feet of vacant land known as Independence Square located at the intersection of West Douglas and South Independence Boulevards for relocatable Schome (School-Home) building.

Relocatable Schome (School-Home) is located within boundaries of the following legally described City of Chicago property:

Lots 1, 2, 3, part of Lots 4 and 16, Lots 13, 14, in Block 2 in Bonds Addition to Chicago being the West ½ of the Southeast ¼ of the Northwest ¼ of Section 23-39-13.

Lease Agreement Authorized with State of Illinois Dept. of Transportation for Vacant Property beneath the Stevenson Expressway, at S. Western Av. and S. Wood St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to authorize a lease agreement between the City and the State of Illinois Department of Transportation for vacant property beneath the Stevenson Expressway at S. Western Avenue and S. Wood Street.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works to execute and the Commissioner of Streets and Sanitation to approve an agreement by and between the City of Chicago and the Department of Transportation of the State of Illinois as Lessors and the Department of Streets and Sanitation of the City of Chicago as Lessee for the use of vacant land beneath the Stevenson Expressway approximately between Western Avenue and Wood Street and including an adjacent triangle of land east of Wood Street after approval by the Corporation Counsel as to form and legality. Said lease being substantially in the following form:

RENTAL SPACE LEASE

EFFECTIVE:

LESSORS:

Department of Transportation of the State of Illinois hereinafter sometimes called "Department", and the City of Chicago, a municipal corporation, hereinafter sometimes called "City".

LESSEE:

City of Chicago
Department of Streets and Sanitation
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Telephone: (312) 744-4611

RENTAL SPACE:

Located approximately between Western Avenue and Wood Street beneath the Stevenson Expressway, Chicago, Illinois and including an adjacent triangle of land east of Wood Street.

LEGAL DESCRIPTION:

Parcel: L-27

Beginning at the intersection of the north access control fence with the extension of the center line of pier 23 West; thence southerly along said center line of pier 23 West to its intersection with south access control fence; thence easterly, along said south access control fence to the access control fence on the west side of Wood Street; thence northerly along said access fence to the north of the expressway right of way; thence westerly to the point of beginning.

Restricted to vertical clearance under the highway structure located on the aforedescribed parcel, described as follows:

Beginning at the existing ground line of pier 23E of the said structure; thence along a plane on the west face of said pier up to a plane under the low steel of said structure, said structure having an elevation of 43.0 feet at that point; thence westerly along said plane under the low steel of said structure to the east face of pier 23W, said pier having an elevation of 35.0 feet at that point; thence along said east face of pier 23W down to the existing ground line; thence east along existing ground line to the point of beginning.

also

Beginning at the intersection of the south access control fence of the Stevenson Expressway with the easterly access control fence of Western Avenue; thence northeasterly along said access control fence south of said expressway to the intersection of the access control fence at pier 18; thence southwesterly along said access control fence to the easterly access control fence of Western Avenue; thence south to the point of beginning.

Restricted to the vertical clearance under the highway structure located on the aforedescribed parcel, described as follows:

Beginning at the existing ground line of pier 18 of said structure; thence along a plane on the west face of said pier up to a plane under the low steel of said structure said structure having an elevation of 33.29 feet at that point; thence westerly along said plane under the low steel of said structure to the east fence of pier 22 said pier having an elevation of 37.0 feet at that point; thence along said east face of pier 22 down to the existing ground line; thence east along existing ground line to the point of beginning

also

Beginning at the intersection of the control fence east of Wood Street and the southerly control fence of the access of the Stevenson Expressway; thence northeasterly to pier 17; thence to the access fence at pier 17; thence westerly along said access control fence to the access control fence east of Wood Street; thence southerly to the point of beginning.

Restricted to the vertical clearance under the highway structure located on the aforedescribed parcel, described as follows:

Beginning at the existing ground line of pier 22 of said structure; thence along a plane on the east face of said pier up to a plane under the low steel of said structure, said structure having an elevation of 48.0 feet at that point; thence easterly along said plane under the low steel of said structure to the west face of pier 17 said pier having an elevation of 50.0 feet at that point; thence along said west face of pier 17 down to the existing ground line; thence west along existing ground line to the point of beginning.

All as appears on the plat attached hereto.

[Plat omitted for printing purposes.]

Total Area = 958,500 Sq. Ft. (±)

or

= 22.0 Acres (±)

Lessors do hereby demise and lease to Lessee, the premises described herein for a period of five (5) years from the effective date hereof for the total sum of *Five Dollars ($5.00) payable at $1.00 per year each and every year in advance from date first written to be used as a City Auto Pound* subject to the following terms and condition.

1. The Lease shall not take effect unless approved by the Federal Highway Administration, United States Department of Transportation.

2. The leased premises shall be used by Lessee for the aforementioned use and no other without the written approval of the Department.

3. The use of rental space is limited to an area 8 feet below underside of viaduct and a restriction on use of any space used in support of viaduct. Where rental space is used for parking of motor vehicles; an exception may be made by the Department.

4. No improvements shall be placed on Rental Space, nor alterations made on Rental Space without the written consent of the Department.

5. Rental Space may not be used for the manufacture or storage of flammable material, nor for the conduct of any business or occupation which may be deemed by the Department to be a potential fire or other hazard.

6. Lessee shall, at his own expense, keep the leased premises in a clean, sightly and healthy condition and in good repair.

7. The Lessors shall be given the option to waive the terms set forth in paragraph 6 thereof in that, all alterations, additions to or improvements upon the leased premises, shall become the property of the Landlord and shall remain upon, and be surrendered with, the premises as a part thereof at the end of the term, without disturbance, molestation or injury.

8. Lessee shall not permit any unlawful or immoral practice to be committed or carried on by himself or any other person whatsoever on the leased premises, nor shall Lessee permit or allow the sale or dispensing of spirituous, brewed or vinous beverages on said premises.

9. The rental amount set forth above shall be payable to the Department or its designated agent at such place as will be designated by the Department.

10. The occupancy and use of any structure or area on Rental Space shall not be such that an unreasonable objectionable amount of smoke fumes, vapor or odors will rise above the Rental Space.

11. Signs are to be restricted in size, location and design to those necessary to indicate each activity being conducted on Rental Space. No such sign shall be visible from highway. Plans for such signs must be submitted to the Department and approved by it before erection of such sign.

12. Lessee shall not assign this Lease, and shall not sublet the leased premises without the prior written consent of the Department. No holding over by Lessee shall operate to renew this lease without the written approval of the Department. Should Lessee hold over after the expiration of the term of this Lease, with the consent of the Department, expressed or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject to all of the terms and conditions of this Lease so far as applicable.

13. This lease is revocable for noncompliance with its provisions by Lessee, cessation of use or abandonment of facilities. The Department shall be sole judge of compliance.

14. Upon the termination of this Lease by its expiration or otherwise, Lessee shall immediately yield possession of leased premises to Lessors in the same condition in which Lessee received same, ordinary wear and tear accepted.

15. Lessors reserve right of entry upon leased premises by their officers, agents and employees for the purpose of inspecting the premises or for the protection and maintenance of highway facilities, and Lessors further reserve the right of immediate entry on leased premises and the right to take possession thereof in case of national or other emergency.

16. Lessee, in compliance with the Highway Beautification Act of 1965 shall on a bi-monthly basis, submit in writing to Lessor a statement that the leased premises have been inspected by Lessee and are free from litter and debris and are being maintained in a clean and orderly manner. The Lessee hereby agrees to comply with the provisions of the State Beautification Program by screening said rental space from public view through the use of shrubs, plants and other decorative devices that will insure the privacy of the area.

The Lessee shall agree to submit all plans for said Beautification to the Department for prior approval before said work is begun.

Lessee shall also provide, at its own expense, such protective devices as are required to prohibit vehicular contact with expressway structures. Said protective devices shall be either wood or pre-cast concrete bumper guards which are approved by Lessor.

17. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby

covenant and agree as a covenant running with the land, that (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the space of the right of way, and (4) that the Lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part (15 C.F.R., Part 8), and as said Regulation may be amended.

That in the event of breach of any of the above non-discrimination covenants, the State shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

18. Under no circumstances shall direct ingress or egress from the property to the expressway facility be allowed.

19. This lease may be cancelled by either the Department or Lessee upon the giving of 60 days written notice to the other.

20. The Department shall be the sole agent for the administration of this lease and for the performance of the duties and other functions delegated to the Department in paragraph 1 through 20 hereof.

Executed at Chicago, Illinois the day and date first above written.

[Signature forms omitted for printing purposes.]

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

Ordinance Amended Authorizing Lease to City of Chicago/Health Systems Agency for Premises Located at No. 205 W. Randolph St.

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 ordinance and lease passed by the City Council on April 28, 1980, pages 2874-2875, C. J. P., granting permission to the City of Chicago/Health Systems Agency to use and occupy office space on the eighth (8th) and ninth (9th) floors of the building located at 205 West Randolph Street, be and the same is hereby amended by striking from the ordinance and the lease wherever it appears, the following:

"Approximately 9,569 square feet on the eighth floor and 6,373 square feet on the ninth floor for a total of 15,942 square feet in the building at 130 North Wells Street, a/k/a 205 West Randolph Street for the Health Systems Agency"

and inserting in lieu thereof:

"Approximately 9,569 square feet of office space on the eighth (8th) floor for use by the City of Chicago/Health Systems Agency and approximately 6,373 square feet of office space on the ninth (9th) floor for use by the City of Chicago/Department of Housing, both office spaces being located in the building located at 205 West Randolph Street."

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

Authorization Given for Sale of Board of Education Property (Midway Airport) to City of Chicago.

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

WHEREAS, The Board of Education of the City of Chicago at its adjourned regular meeting held August 11, 1981, by a vote of eight yeas and zero nays by the members of said Board of Education being two-thirds of the full membership thereof determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said adjourned regular meeting held August 11, 1981, ordered that written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago to sell and order conveyed to the City of Chicago, a municipal corporation, for and in consideration of the sum of Forty-one Million Five Hundred Thousand ($41,500,000.00) Dollars, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago to sell to the City of Chicago the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property to-wit:

All of Section 16, Township 38 North, Range 13 except that part of the Southwest ¼ thereof, described as follows:

Commencing at a point in the South Line of said Southwest ¼, which is 240 feet east of the Southeast Corner of the West ½ of the Southwest ¼ of the Southwest ¼ of said Section 16, and running thence north parallel to the East Line of said West ½, a distance of 33 feet to a point in the North Line of West 63rd Street, said point being the point of beginning, of the following described parcel of land, to wit: Thence north parallel to the East Line of said West ½, a distance of 200 feet to a point; thence east parallel to the South Line of said Southwest ¼ of Section 16, a distance of 720 feet to a point; thence south parallel to said East Line of said West ½, a distance of 200 feet to a point in the North Line of West 63rd Street, said point being 33 feet north of the said South Line of the Southwest ¼ of Section 16, thence west on the said North Line of West 63rd Street and parallel to the South Line of said Southwest ¼ of Section 16 aforesaid, a distance of 720 feet to the point of beginning, in Cook County, Illinois

which real estate the Board of Education of the City of Chicago has determined is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago.

SECTION 2. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute a proper deed of conveyance of said above described property to the City of Chicago, a municipal corporation, upon the payment of said sale price of Forty-one Million Five Hundred Thousand ($41,500,000.00) Dollars. Conveyance is to be made upon payment of $16,500,000.00 cash at closing. The credit portion of the purchase price to be pursuant to Board of Education Resolution 81-170 adopted August 11, 1981.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

Execution of Agreement Authorized for Purchase of Board of Education Property (Midway Airport) by City of Chicago.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the purchase of Board of Education property known as Midway Airport by the City of Chicago.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago, a body politic and corporate, hereinafter referred to as the "Board", is the owner of a tract of land which consists of approximately 621 acres bounded generally by S. Cicero Avenue, W. 63rd Street, S. Central Avenue and W. 55th Street on the Southwest side of Chicago, hereinafter referred to as the "Midway Airport Land"; and

WHEREAS, Midway Airport Land was leased by the Board to the City of Chicago, hereinafter referred to as "City", in 1931 and the said Midway Airport Land was improved by the City with a main terminal, 15 hangar-type buildings, underground fuel tanks, 4 major runways of 23,510 linear feet, 2 closed runways of 9,600 linear feet and the City has continuously utilized the land for airport purposes; and

WHEREAS, The Lease between the Board and the City terminated on December 31, 1980 and the City continues to utilize said Midway Airport Land for airport purposes pursuant to an interim agreement between the parties; and

WHEREAS, The City determined by ordinance adopted March 16, 1981 that it was advantageous and desirable to the City to acquire fee simple title in and to the Midway Airport Land for continuous use as an airport; and, further authorized the Corporation Counsel to negotiate on behalf of the City with the Board for the purchase of the said Midway Airport Land and improvements subject to approval by this body; and

WHEREAS, The Board has by resolution, duly adopted August 11, 1981, agreed to convey the Midway Airport Land and all improvements thereon to the City in accordance with the terms and conditions of an "Agreement for Sale of Midway Airport" incorporated herein by reference; now, therefore,

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

SECTION 1. Approval is hereby granted to purchase the Midway Airport Land and improvements thereon including any rental due and owing by the City for use and occupancy in the sum of $41,500,000 payable in the following manner:

(a) At the Closing, as delineated in the agreement, the City shall pay to the Board, Sixteen Million Five Hundred Thousand ($16,500,000.00) Dollars. (This price includes all rents presently due or to become due the Board to the closing.)

(b) The balance of the purchase price, as adjusted from time to time, shall be paid in the form of credits against amounts charged or to be charged the Board by the City (including, without limitation, any Board, Commission or agency or authority of or created by the City) sewer service for any property used or to be used by the Board for school or school related purposes. The Board shall use any such credits commencing January 1, 1982, against such charge and continuing until such time as the Board shall have been credited by the City with an amount equal to the balance of the purchase price, as adjusted pursuant to subparagraph 3(c). The City agrees that nothing is or shall become due for any such sewer service charges for service before January 1, 1982. Further, the City agrees that no charges for water will be billed or assessed to the Board for any property used or to be used by the Board for schools or school related purposes. Should the City at any time adopt any charges applicable to the Board in substitution of sewer charges, the credits shall be applicable to those substitute charges.

(c) The amount of the credits shall be adjusted as of December 31, 1982, and December 31 of each following year as follows: the total amount of the unused credits as of each such December 31 shall be increased by the sum of the percentage increase for the year in the Price Deflator for Governmental Purchases, as compiled by the United States, plus 3%.

SECTION 3. The Midway Airport Land is legally described as follows:

All of Section 16, Township 38 North, Range 13 Except that part of the South West 1/4 thereof, described as follows: Commencing at a point in the South line of said South West 1/4, which is 240 feet East of South East Corner of the West 1/2 of the South West 1/4 of the South West 1/4 of said Section 16, and running thence North parallel to the East line of said West 1/2, a distance of 33 feet to a point in the North line of West 63rd Street, said point being the point of beginning, of the following described parcel of land, to wit: Thence North parallel to the East line of said West 1/2, a distance of 200 feet to a point; thence East parallel to the South line of said South West 1/4 of Section 16, a distance of 720 feet to a point; thence South parallel to said East line of said West 1/2, a distance of 200 feet to a point in the North line of West 63rd Street, said point being 33 feet North of the said South line of the South West 1/4 of Section 16; thence West on the said North Line of West 63rd Street and parallel to the South line of said South-West 1/4 of Section 16 aforesaid, a distance of 720 feet to the point of beginning, in Cook County, Illinois (Subject to Survey).

SECTION 4. The Mayor of the City of Chicago is hereby authorized to execute an Agreement for the purchase of the Midway Airport Land, as approved by the Corporation Counsel, in substantial compliance with the Agreement incorporated herein by reference.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to issue vouchers and pay the amount of $16,500,000 only from Fund No. 590 when approved by the Corporation Counsel.

SECTION 6. This ordinance shall be in force and effect from and after its passage and approval.

Acceptance of Bids Authorized for Purchase of City-Owned Property at Sundry Locations.

The Committee on Finance submitted separate reports recommending that the City Council pass eight proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

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

No. 8701 S. Escanaba Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of William and Christine Boardman, No. 8610 S. Exchange Avenue, Chicago, Illinois 60617 to purchase for the sum of $26,000.00, the City-owned vacant property previously advertised, pursuant to Council authority passed May 29, 1981, page 6217 described as follows:

Lot 46 in Block 11 of that certain Subdivision made by the Calumet & Chicago Canal & Dock Company, of parts of fractional sections five and six, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, Document No. 548421, Recorded May 23, 1884, (commonly known as No. 8701 S. Escanaba Avenue, Fire Station, Permanent Tax No. 26-06-201-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $2,600.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

No. 1610 W. Grand Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of John Patrick Mescall, No. 3642 N. Newcastle Avenue, Chicago, Illinois 60634 to purchase for the sum of $6,300.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed May 29, 1981, pages 6217-6218 described as follows:

Lot 30 in Block 17 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 1610 W. Grand Avenue, Permanent Tax No. 17-07-224-035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $630.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

Nos. 5721-5723 S. Halsted St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Helene Stavrakas, No. 13427 Fawn Court, Orland Park, Illinois to purchase for the sum of $7,700.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed May 13, 1981, page 6096 described as follows:

Lots 15 and 16 in Block 2 in G. W. Cass' Subdivision of the North Half of the Northwest Quarter of Lot 39 in the School Trustee's Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 5721-5723 S. Halsted Street, Permanent Tax No. 20-16-112-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $770.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

Nos. 2362-2365 N. Harlem Av./7170 W. Medill Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Butera Finer Foods, Inc., No. 4635 N. Elston Avenue, Chicago, Illinois 60630 to purchase for the sum of $280,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed June 10, 1981, page 6306 described as follows:

Lots 9, 12 and 13 and Lots 10, 11 and 14 (except the West 125 feet of Lots 10, 11 and 14) in Block 6 in Mont Clare, being a subdivision of the North Half of the Northwest Quarter of Section 31 and part of the Southwest Quarter of Section 30, Township 40 North, Range 13 East of the Third Principal Meridian, lying South of Fullerton Avenue in Cook County, Illinois (commonly known as Nos. 2363-2365 N. Harlem Avenue/7170 W. Medill Avenue, Permanent Tax Nos. 13-31-100-015, 021, 022 and 023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $28,000.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

No. 697 N. Milwaukee Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of George Stylinski, No. 685 N. Milwaukee Avenue, Chicago, Illinois 60622 to purchase for the sum of $10,200.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed May 13, 1981, page 6097 described as follows:

Lot 13 in Block 1 in Ridgely's Addition to Chicago Subdivision of Blocks 5, 9, 10, 11, 12, 14, 15 and 16 of Assessors Division in the Northeast Corner of the Northeast Quarter, Division of the East Half of the Northeast Quarter of Section 8, Township 39 North, Range 14 lying East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 697 N. Milwaukee Avenue, Permanent Tax No. 17-08-220-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,020.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

No. 267 N. Pulaski Rd.

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

SECTION 1. The City of Chicago hereby accepts the bid of Divine St. Paul M.B. Church, No. 269 N. Pulaski Road, Chicago, Illinois 60624 to purchase for the sum of $3,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed May 13, 1981, page 6098 described as follows:

Lot 8 in Houston's Subdivision of that part lying South of Lake Street of the West 10 acres of the Southeast Quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 267 N. Pulaski Road, Permanent Tax No. 16-11-305-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $360.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

No. 6655 S. State St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Vito J. Mistretta, No. 6339 S. Wentworth Avenue, Chicago, Illinois 60621 to purchase for the sum of $2,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed May 13, 1981, page 6098 described as follows:

Lot 23 (except the South 6 inches thereof) in Block 4 in Perry and Harwell's Subdivision of the South 13½ acres of the West Half of the Northwest Quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 6655 S. State Street, Permanent Tax No. 20-22-104-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $200.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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No. 4302 W. Van Buren St.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ned Byrd Concrete, Inc., No. 4257 W. Van Buren Street, Chicago, Illinois 60624 to purchase for the sum of $1,875.00, the City-owned vacant property previously advertised, pursuant to Council authority passed May 13, 1981, pages 6098-6099 described as follows:

Lot 23 (except the East 4 9/12 feet of the North 10 9/12 feet) in Block 6 in Gunderson and Gauger's Addition to Chicago said Addition being a Subdivision of Lots 1 and 6 in Blocks 1, 2, 3 and 4 Lots 1, 2, 5 and 6 in Blocks 5, 6, 7 and 8 in the partition of the West Half of the West Half of the Northeast Quarter and of that part of the West Half of the West Half of the Southeast Quarter lying North of Barry Point Road of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 4302 W. Van Buren Street, Permanent Tax No. 16-15-220-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $200.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

Bids Rejected and City Comptroller Authorized to Re-advertise for Sale Seven Parcels of City-owned Vacant Property at Certain Locations.

The Committee on Finance submitted seven proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to reject bids for City-owned property at certain locations and to re-advertise same for sale.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

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

Nos. 4201-4203 W. Adams St.

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

SECTION 1. The City of Chicago hereby rejects the bid of St. Michael Missionary Baptist Church, No. 4200 W. Adams Street to purchase for the sum of $2,800.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 29, 1981, page 6217.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 4 in D. S. Place's Subdivision of the East half of the East half of the Northwest quarter of the Northeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 4201-4203 W. Adams Street, Permanent Tax No. 16-15-213-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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No. 808 S. California Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Ralph Caprio, No. 2442 North California Avenue, Chicago, Illinois to purchase for the sum of $1,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 13, 1981, pages 5095-5096.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in B. E. Johnston's Subdivision of Block 16 in G. W. Clark's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 808 S. California Avenue, Permanent Tax No. 16-13-315-042).

Subject to 1977 and 1978 taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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No. 5029 S. Calumet Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Evangelist James Baker, No. 1121 E. 76th Street, Chicago, Illinois to purchase for the sum of $500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 13, 1981, page 6096.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 27 feet of Lot 1 in Busby's Subdivision of West 127.67 feet of Block 8 in Busby's Subdivision of South half of Southeast quarter of Northwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 5029 S. Calumet Avenue, Permanent Tax No. 20-10-123-023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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No. 3861 W. Fillmore St.

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

SECTION 1. The City of Chicago hereby rejects the bid of George L. and Kary Ware, No. 3859 W. Fillmore Street, Chicago, Illinois to purchase for the sum of $1,800.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 29, 1981, page 6223.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 30 in Garfield Boulevard Syndicate Addition to Chicago, being a Subdivision of Sub Block 1 in Block 7 in Circuit Court Partition of the West half of the Southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3861 W. Fillmore Street, Permanent Tax No. 16-14-324-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

—

No. 1339 S. Harding Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Harding Street Church of God, No. 118 S. Austin, Oak Park, Illinois to purchase for the sum of $1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 29, 1981, page 6218.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 16 and the North half of Lot 17 in Block 7 in Frank Wells and Company's Boulevard Subdivision of the Northwest quarter of the Northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 1339 S. Harding Avenue, Permanent Tax No. 16-23-108-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

—

No. 1341 S. Harding Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Harding Street Church of God, No. 118 S. Austin, Oak Park, Illinois to purchase for the sum of $1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 29, 1981, page 6218.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of Lot 17 and all of Lot 18 in Block 7 in Frank Wells and Company's Boulevard Subdivision of the Northwest quarter of the Northwest quarter of the West half of the Northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1341 S. Harding Avenue, Permanent Tax No. 16-23-108-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

—

No. 3541 S. Princeton Av.

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

SECTION 1. The City of Chicago hereby rejects the bid of Leroy Perrino, No. 3551 South Princeton Avenue, Chicago, Illinois to purchase for the sum of $3,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 13, 1981, pages 6097-6098.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South half of Lot 17 in Block 2 in D. W. Stores Subdivision of the North half of Block 19 in the Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3541 South Princeton Avenue, Permanent Tax No. 17-33-407-019).

Subject to 1978 Taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

Bid of Komed, Inc. No. 501 E. 43rd St., Chicago, Illinois, Rejected and City Comptroller Authorized to Readvertise for Sale Parcel of City-owned Vacant Property at Nos. 519-525 E. 43rd St./ 4300-4308 S. Forrestville Av.

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

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

SECTION 1. The City of Chicago hereby rejects the bid of Komed, Inc., No. 501 E. 43rd Street, Chicago, Illinois to purchase for the sum of $6,300.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 29, 1981, page 6218.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 to 3 in Block 2 in B. F. Cronkite and Company's Subdivision of that part of the North half of the North half of the Northwest quarter of the Southeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 519-525 E. 43rd Street/4300-4308 S. Forrestville Avenue, Permanent Tax No. 20-03-401-005).

Subject to covenants, zoning and building restrictions, easements, and conditions, if any, of record.

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—42.

Nays—None.

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

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

Execution of Agreement Authorized for Construction of Plaza at Quincy St. between Wacker Dr. and Chicago River.

The Committee on Finance submitted a report (referred on August 12, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the execution of an agreement necessary for the construction of a plaza at Quincy Street between Wacker Drive and the Chicago River.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor be and she is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Public Works, The Building Commissioner, and the Commissioner of Streets and Sanitation to approve, and the City Comptroller to accept and file for record, upon approval of the Corporation Counsel as to form and legality, an agreement between the City of Chicago and the owner of the property commonly known as 200 South Wacker Drive ("Property") that: (1) provides for the construction of a public plaza on and above certain sections of Quincy Street located between the Chicago River and Lower Wacker Drive and (2) confirms that Quincy Street shall remain a public street and thoroughfare after completion of the public plaza, which agreement is in form and substance as follows:

This Agreement is made as of the ...... day of .... 1981, by and between the City of Chicago, a Municipal Corporation (the "City") and LaSalle National Bank, not individually but as Trustee under a Trust Agreement dated April 3, 1978 and known as Trust No. 54118 (the "Owner").

WITNESSETH:

Whereas, the City desires to encourage private capital contributions for the construction of public recreational areas along the banks of the Chicago River (the "River");

Whereas, the Owner desires to donate to the City the cost of architectural plans, materials, labor and equipment in connection with the construction of a new public recreational area for the City on publicly owned river frontage land adjacent to the Owner's Property, in furtherance of the City's desire to facilitate public use of the riverfront; and

Whereas, the creation of such a public recreational area will render certain sections of the public street adjacent to the Owner's Property unusable for through vehicular travel, and it is necessary to preserve vehicular access to the Owner's Property and to the property immediately adjacent to the south line of Quincy Street; and

Whereas, the City desires to accept the Owner's donation without depriving the owners of the improvements immediately adjacent to Quincy Street of vehicular access over Quincy Street to Lower Wacker Drive or the benefits of the Zoning Ordinance by reason of closing Quincy Street between Lower Wacker Drive and the Chicago River to through vehicular traffic.

1. The Owner agrees to construct and donate to the City, at its own cost and expense, all architectural and engineering plans and specifications, labor material and equipment necessary to construct, in a good and workmanlike manner, according to architectural plans, drawings and specifications dated ...., 1981 prepared by Harry Weese and Associates herewith, a public plaza on and above Sections of Quincy Street lying between the Chicago River and Lower Wacker Drive including public stairways between the Lower Wacker Drive street level and the Upper Wacker Drive street level (the Plaza and such stairways are hereinafter collectively called the "Improvements").

2. The Owner agrees to defend, indemnify and save harmless the City from any and all claims relating to the construction of the Improvements, which arise during such construction, excepting only those claims attributable to the negligence, recklessness, gross negligence or willful or wanton misconduct of the City or any of its employees or agents. The Owner agrees to furnish at its own expense, and to appear, defend and pay all costs and expenses arising from any such claims arising from the construction of the Improvements (including, without limitation, reasonable attorneys' fees and expenses), and, if any judgment is entered against the City in such action, the Owner agrees to satisfy and discharge such judgment at its own expense. The Owner also agrees at its expense to obtain and maintain in effect builder's risk property damage and public liability insurance until completion of construction with such companies and with such coverages and amounts as shall be reasonably acceptable to the City. All policies evidencing such insurance coverage shall list the City as an additional named insured. It is understood that the holder of any mortgage loan secured by the Property and the successors or assigns of such holder (including, but not limited to, any party acquiring any interest in the Property by reason of the foreclosure of such mortgage loan or a deed in lieu of foreclosure thereof) shall have no liability or obligation under this paragraph 2.

3. The Owner agrees not to commence construction of the Improvements until all concerned City departments shall have given their permission or approval, including, without limitation, the permission or approval of the Commissioner of Public Works for any attachments or connections to be made to any existing City-owned structures and the Commissioner of Streets and Sanitation.

4. The City hereby confirms that Quincy Street between the Chicago River and Lower Wacker Drive shall remain a public street and public thoroughfare for zoning purposes, and no improvements shall be constructed therein which would deprive the Owner and the other adjoining landowner (and their respective successors or assigns and grantees) of public vehicular access to their respective properties immediately adjacent to Quincy Street.

5. To coordinate the elevations of the public plaza with the elevations of adjacent structures, the City confirms the lowering of the existing grade of Quincy Street between Lower Wacker Drive and the Chicago River to the levels shown on the attached plans for the Improvements.

6. Owner agrees that it will reimburse the City promptly for the City's expenses and out of pocket costs incurred reasonably in order to maintain and repair (after completion of construction of the Improvements) the following portions of the Improvements which are not the standard materials and equipment currently being installed by the City in public parks, to wit: all brick work, all electric pumps and drains used to operate the waterfall, all special electric lighting fixtures and all trees and other plantings of a type not in regular use from time to time by the City. This agreement by the Owner to reimburse the City promptly for such expenses and out of pocket costs shall be perpetual, binding upon the successors and assigns of Owner, successor owners and grantees and shall be a covenant running with the land.

7. The City shall maintain the Improvements and, after completion of construction in accordance with the plans described in Section 1 above, the City shall be responsible for and shall defend, indemnify and hold the Owner and its grantees, successors and assigns harmless from all claims, judgments, demands, suits, liability or loss relating to property damage or injury or death of any person arising out of the City's negligence or out of its willful or wanton acts or any type of damage or injury arising out of the Improvements and the maintenance, repair, replacement or use thereof.

8. This Agreement shall be binding on the parties hereto and their respective grantees, successors or assigns and shall constitute a covenant running with the land.

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

Amendatory Ordinance Authorized Concerning Agreement Between City and C.T.A. Relating to Audit Procedure.

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. Exhibit A attached to the Ordinance passed by the City Council at its meeting of July 20, 1981, and appearing on pages 6738 through 6742 of the Journal of Proceedings of that date is amended in Section 11 which appears in the left hand column on page 6741 in the second paragraph, by deleting therefrom the language in brackets as follows:

Neither the Commission nor the City shall have any duty or obligation to any person to make any of the inspections, audits or examinations of the Authority's operations or books and records which the Commission and its designees have the right to make under this Agreement or under law [or to disclose the results of such exercise].

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and publication as provided by law.

[Signature form omitted for printing purposes]

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

Amendatory Ordinance Authorized Concerning Agreement Between City and C.T.A. Relating to Use of Grant Funds.

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. Exhibit A attached to the Ordinance passed by the City Council at its meeting of July 20, 1981, and appearing on pages 6738 through 6742 of the Journal of Proceedings of that date is amended at Section 3(b) which appears in the left hand column on page 6739, by deleting therefrom the language in brackets and by adding thereto the language in Italics as follows:

(b) Should the Authority wish to use the proceeds of this grant for purposes other than those specified above, the City, upon approval of the Mayor *and the City Council,* may authorize such use. [Such approval shall be within the sole discretion of the Mayor of the City of Chicago.]

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and publication as provided by law.

[Signature form omitted for printing purposes]

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

Amendatory Ordinance Authorized Concerning Agreement Between City and C.T.A. Relating to Collective Bargaining Agreements.

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. Exhibit A attached to the Ordinance passed by the City Council at its meeting of July 20, 1981, and appearing on pages 6738 through 6742 of the Journal of Proceedings of that date, is amended at Section 10(b)(7), which appears in the right hand column on page 6740, by deleting Section 10(b)(7) in its entirety and inserting in lieu thereof, a new Section 10(b) (7) in Italics to read as follows:

(7) To order the review of collective bargaining agreements and to order the renegotiation of those agreements to the extent authorized by their terms or otherwise permitted by law.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and publication as provided by law.

[Signature form omitted for printing purposes]

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

City Comptroller Authorized and Directed to Cancel Warrants for Collection Issued against Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred on August 12, 1981 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 No. and Type of Inspection*	*Amount*
Angel Guardian, No. 2001 W. Devon Avenue	P1-106412 (Fuel Burn. Equip.)	$365.00
Henry Booth House/ Hull House Assn., No. 2031 S. Clark Street	B3-000316 (Public Place of Assem.)	23.00
Children's Memorial Hospital, various locations	A1-102239 (Elev.)	46.00
	A1-102414 (Elev.)	23.00
	A1-103336 (Elev.)	253.00
	A1-103338 (Elev.)	69.00
	A1-103346 (Elev.)	23.00
	A1-103369 (Elev.)	184.00
	A1-102239 (Elev.)	46.00
	A1-103348 (Elev.)	23.00
	A1-103291 (Elev.)	48.00
	A1-103347 (Elev.)	206.00
Edgewater Presbyterian N. Ashland Avenue	P1-107096 (Fuel Burn. Equip.)	880.00
Edgewater Presbyterian Church, No. 1020 W. Bryn Mawr Avenue	A1-007148 (Elev.)	23.00
Evangelical Lutheran Church of St. Luke, No. 1500 W. Belmont Avenue	F4-026732 (Mech. Vent.)	97.50
Sydney R. Forkosh Memorial Hospital, No. 2544 W. Montrose Avenue	(Boiler Insp.)	40.00
	(Boiler Insp.)	40.00
	(Boiler Insp.)	20.00
	(Boiler Insp.)	20.00
Helpers of the Holy Souls, No. 303 W. Barry Avenue	A1-011532 (Elev.)	46.00
Hope Lutheran Church, Nos. 6400-6416 S. Washtenaw Avenue	F4-021685 (Mech. Vent.)	10.00
	P1-015205 (Fuel Burn. Equip.)	50.00
Lutheran Day Nursery, Nos. 1802-1808 N. Fairfield Avenue	A1-103295 (Elev.)	23.00
St. Joseph Hospital, No. 2900 N. Lake Shore Drive	F4-025950 (Mech. Vent.)	995.00
St. Mary of Nazareth Hospital Center, No. 2233 W. Division Street	A1-010251 (Elev.)	342.00
	A1-010266 (Elev.)	138.00
[St. Mary of Nazareth Hospital Center, con't.]	A1-103255 (Elev.)	$342.00
	(Inst. Insp.)	20.00
Self Help Home for the Aged, Inc., No. 908 W. Argyle Street	P1-107257 (Fuel Burn. Equip.)	175.00
Swiss Products Company, No. 1801 S. Indiana Avenue	A1-103032 (Elev.)	46.00
John G. Symons Y.M.C.A., No. 3600 W. Fullerton Avenue	C2-136460 (Refrig.)	138.00
Thorek Hospital and Medical Center, No. 850 W. Irving Park Road	P1-104153 (Fuel Burn. Equip.)	40.00
	B1-917123 (Bldg.)	20.00
Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive	A1-106495 (Elev.)	46.00
	A1-106512 (Elev.)	516.00
Winthrop Towers, No. 4848 N. Winthrop Avenue	A1-106812 (Elev.)	75.00
	R1-100253 (Drwy.)	50.00

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

Authority Granted for Issuance of Free Permit and License Fee Exemption for Certain Charitable, Educational and Religious Institutions.

The Committee on Finance to which had been referred (August 12, 1981) two proposed ordinances transmitted therewith to authorize issuance of free permit and license fee exemption for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass the said proposed ordinances.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

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

FREE PERMIT.

Notre Dame Church.

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 Notre Dame Church, No. 1335 W. Harrison Street for complete renovation of the church (William Lavicka, Contractor, No. 1520 W. Jackson Boulevard) on the premises known as No. 1335 W. Harrison Street.

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

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

LICENSE FEE EXEMPTION.

The Ridgeway Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1981:

The Ridgeway Hospital,
No. 520 N. Ridgeway Avenue.

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

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

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or 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:

Michael Alvarado, 009924, District 13; injured September 29, 1980	$ 201.00
Anthony Bertuca, 045657, District 23; injured June 26, 1980	23.00
Leonard Broniarczyk, 076061, District 1; injured April 11, 1980	144.00
Frank Boehm, 056879, Major Accident Investigation Section; injured July 3, 1968	25.00
John Capers, 163778, District 1; injured July 13, 1980	60.00
Gloria Donald, 196459, Recruit Training; injured November 20, 1980	770.00
Lawrence Herron, 341642, District 21; injured November 2, 1980	103.00
John Hynes, 366850, Special Operations Group; injured April 5, 1980	8.40
John Kohles, 429502, District 10; injured February 22, 1981	25.00
Dennis Maloney, 495359, District 20; injured February 10, 1981	1,110.20
Doris Martin, 505276, District 22; injured January 14, 1980	35.00
Robert Novak, 600495, District 4; injured January 20, 1981	190.00
Juanita Powell, 658971, Special Operations Group; injured January 23, 1981	40.22
Robert J. Vosnos, 836468, District 17; injured January 8, 1981	35.00
Kenneth Wallace, 940996, District 18; injured March 23, 1981	1,037.10
Edward Wilkowski, 865697, District 13; injured September 29, 1980	681.00
William J. Woods, 880670, District 10; injured June 15, 1980	320.00
Richard P. Zuley, 894781, Violent Crimes; injured June 29, 1980	116.00
Raymond Alicea, Firefighter, Hook & Ladder 38; injured June 16, 1981	195.25
George Bell, Paramedic, Ambulance 22; injured June 29, 1981	72.00
Eugene Blanchard, Firefighter, Company Headquarters; injured October 8, 1980	10.00
James Brady, Paramedic, Ambulance 31; injured April 15, 1981	3,047.00
James Buckley, Lieutenant, Engine Co. 107; injured February 28, 1981	72.50
Steven Bybee, Firefighter, Snorkel Squad 1; injured June 24, 1980	44.00
Michael Cecich, Paramedic, Ambulance 8; injured June 27, 1981	60.00
Joseph Duello, Firefighter, Engine Co. 80; injured July 3, 1981	193.00
Lamar Duke, Firefighter, Truck 42; injured July 3, 1981	82.80
William Duke, Lieutenant, Engine Co. 68; injured June 26, 1981	131.65
David Fiaoni, Firefighter, Company Quarters; injured October 7, 1980	10.00
Aaron Finley, Firefighter, Engine Co. 56; injured July 1, 1981	159.25

Thomas Flamm, Firefighter, Engine Co. 47; injured June 23, 1981	$ 90.00
Keith Gansel, Paramedic, Ambulance 36; injured April 20, 1981	92.00
Nicholas Grogan, Firefighter, Engine Co. 86; injured July 13, 1981	78.75
James Hannon, Firefighter, Hook & Ladder 28; injured June 3, 1981	90.75
Nicholas Infante, Firefighter, Truck 36; injured July 2, 1981	173.25
Issac Jackson, Firefighter, Engine Co. 126; injured June 14, 1981	228.00
Richard Keating, Lieutenant, Engine Co. 116; injured July 7, 1981	30.00
Andrew Koby, Lieutenant, Engine Co. 86; injured July 13, 1981	127.50
Phillip Lamm, Firefighter, Truck 24; injured June 30, 1981	54.00
Michael Ligue, Paramedic, Ambulance 14; injured February 1, 1981	55.50
Manuel Lopez, Jr., Firefighter, Company Quarters; injured October 28, 1980	10.00
Roxanne McCarthy, Paramedic, Ambulance 44; injured June 25, 1981	3,009.00
Scott Malito, Firefighter, Company Quarters; injured November 11, 1980	10.00
William Malone, Firefighter, Truck 26; injured February 28, 1981	72.50
Thomas Marik, Firefighter, Engine Co. 92; injured May 22, 1981	71.90
Arthur Montgomery, Captain, Engine Co. 89; injured July 3, 1981	77.00
Darrell Nemec, Paramedic, Ambulance 6; injured June 2, 1981	6.50
William Norris, Lieutenant, Truck 24; injured June 30, 1981	158.50
Charles Osearo, Firefighter, Engine Co. 77; injured February 18, 1981	79.00
Michael Palomo, Firefighter, Hook & Ladder 17; injured June 7, 1981	68.00
James Paulsen, Firefighter, Hook & Ladder 41; injured July 7, 1981	164.00
Ruben Santiago, Firefighter, Company Quarters; injured November 12, 1980	10.00
Timm Schuller, Firefighter, Engine Co. 22; injured July 5, 1981	124.50
Henry Scavone, Lieutenant, 3rd District Relief; injured May 21, 1981	1,651.25
John Schneidwind, Captain, Hook & Ladder 26; injured February 25, 1980	27.00
Gregory Serratore, Paramedic, Emergency Medical Service; injured October 27, 1980	1,809.65
Joseph Shine, Firefighter, Engine Co. 22; injured July 5, 1981	123.50
Brian Sobeck, Paramedic, Ambulance 11; injured May 13, 1981	72.00
David Sutherland, Firefighter, Hook & Ladder 51; injured June 8, 1981	60.00
Thomas Sweeney, Firefighter, Hook & Ladder 44; injured June 3, 1981	159.50
Arthur Thompson, Firefighter, Engine Co. 55; injured June 9, 1981	171.50
Alfred Tripam, Firefighter, Hook & Ladder 45; injured April 30, 1981	187.53
Alexander Turnbull, Firefighter, Company Quarters; injured November 11, 1980	10.00
Ernesto S. Velez, Firefighter, Hook & Ladder 13; injured July 6, 1981	53.50
Robert Thauer, Firefighter, Engine Co. 77; injured April 6, 1981	58.50
Edward Waller, Paramedic, Ambulance 27; injured July 16, 1981	142.00
Kenneth Wojtecki, Firefighter, Squad 3; injured June 24, 1981	1,210.00
James York, Paramedic, Ambulance 34; injured April 19, 1981	66.50;

and

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

Anthony DeSeno, 178628, Enforcement Section; injured March 11, 1980	$2,495.40
Daniel J. Dixon, 192627, District 10; injured November 23, 1980	50.00
William Dunn, 211720, District 23; injured January 28, 1981	600.00
Anthony Finocchio, 240695, District 15; injured January 24, 1981	255.47
Robert G. Flynn, 250240, District 7; injured December 6, 1980	65.00
Rex Hayes, 331714, District 5; injured December 6, 1980	126.00
Jeffery Krocka, 439327, District 14; injured April 28, 1981	233.25
Stanley Kiwala, 422993, District 12; injured March 3, 1980	2,188.10
Albert Krueger, 440182, District 22; injured March 14, 1980	280.00
Frank Lemke, 461978, District 10; injured March 5, 1980	20.00
Debra H. Maurer, 215148, Recruit Training; injured December 9, 1980	3,602.05
Paul Marolis, 502895, District 18; injured October 25, 1978	65.00
Donald Pezzuto, 644755, Enforcement Section; injured January 20, 1981	120.00
William Stachula, 772932, Enforcement Section; injured January 23, 1981	178.85
Mario A. Vara, 830384, District 14; injured April 28, 1981	155.00
Gregory Watson, 850942, District 3; injured August 9, 1980	15.00
William D. Winkler, 874374, District 21; injured November 9, 1980	455.75
Wayne K. Heiman, 336178, District 2; injured August 22, 1980	30.00
Gerald F. Majcher, 492630, District 23; injured March 16, 1981	647.00
Robert Rice, 684505, District 22; injured May 20, 1981	266.50
Beryl S. Stewart, 780214, District 23; injured August 24, 1980	42.00;

Authority Granted for Payments of Miscellaneous Refunds, Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement of each claim on the date and locations by type of claim; with said amount to be charged to the activity and account specified as follows:

Various License Refunds.

Department of Finance, Office of City Comptroller: Account No. 100.9112.934

Name and Address	*License No.*	*Amount*
Clara Morre Harris, 8692 S. Vincennes Avenue, Chicago, Illinois 60620	K-15432	$669.00
Kristina Patterson, 426-428 E. 87th Street, Chicago, Illinois 60619	5768	669.00
A. Lillian and Cesar Perez, 1422 W. Division Street, Chicago, Illinois 60622	K-29613	669.00
J & M Addison One Liquor, Incorporated, 4851 N. Talman Avenue, Chicago, Illinois 60639	K-26810	669.00;

Damage to Property.

Department of Streets and Sanitation, Bureau of Forestry: Account No. 100.9112.934

Name and Address	*Date and Location*	*Amount*
Angelo Carpino, 2052 W. Ohio Street, Chicago, Illinois 60612	3-17-81—2052 W. Ohio Street	$375.00
Mary Duda, 3758 Eddy Street, Chicago, Illinois 60618	5-12-81—3758 Eddy Street	135.00
Alvernia High School, Sister Dolores Krenther, 3900 N. Lawndale Avenue, Chicago, Illinois 60618	5-8-81—3900 N. Lawndale Avenue	190.00;

Damage to Vehicle.

Department of Sewers: Account No. 314.9112.935

Name and Address	*Date and Location*	*Amount*
Junius Thompson, 2537 W. Madison Street, Chicago, Illinois 60612	4-27-81—W. Jackson Boulevard and S. Rockwell Street	$179.00;

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.935

Name and Address	*Date and Location*	*Amount*
Louis John Fontana, 5214 N. Neenah Avenue, Chicago, Illinois 60656	6-19-80—5214 N. Neenah Avenue	$160.00
Robert J. Driscoll, 2855 W. 102nd Place, Chicago, Illinois 60642	2-1-79—2855 W. 102nd Place	135.00
W. & H. Printing, 6558 S. Kedzie Avenue, Chicago, Illinois 60629	12-24-80—6558 S. Kedzie Avenue	396.00
Climmie Higgins, 427 E. 50th Street, Chicago, Illinois 60615	3-1-79—427 E. 50th Street	93.00
Cecylia Rudek, 2890 N. Clybourn Avenue, Apt. 86, Chicago, Illinois 60618	2-10-81—Belmont and N. Western Avenues	100.00
Rose Razic, 6800 S. Keeler Avenue, Chicago, Illinois 60629	9-22-80—6800 S. Keeler Avenue	200.00;

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934

Name and Address	*Date and Location*	*Amount*
Mary Moy, 9638 Golf Terrace, Des Plaines, Illinois 60016	4-19-80—N. Kimball Avenue and W. Argyle Avenue	$275.00
Elizabeth H. McInerney, 6852 N. Tonty Avenue, Chicago, Illinois 60646	8-13-80—N. Devon and W. Peterson Avenues	15.00
Esther Lopez, 1517 W. Walton Street, Chicago, Illinois 60622	12-19-80—4700 Lake Shore Drive	40.60
Terrance T. Lawrin, 7420 N. Oconto Avenue, Chicago, Illinois 60648	1-5-81—Kennedy Expressway and N. Kimball Avenue	188.00
Steven J. Bush, 6317 N. Hermitage Avenue, Chicago, Illinois 60660	9-11-80—6317 N. Hermitage Avenue	200.00
American Ambassador Casualty Company and John Staine, 900 Skokie Boulevard, Northbrook, Illinois 60062	12-20-80—111th and S. Western Avenue	667.00

Name and Address	*Date and Location*	*Amount*
Miguel Medina, 1621 N. Francisco Avenue, Chicago, Illinois 60647	1-26-81—1635 N. Francisco Avenue	$175.00
State Farm Insurance Company and James Taylor, 5676 S. Archer Avenue, Chicago, Illinois 60638	1-23-81—8228 S. Kedzie Avenue	125.80
Frankie Davila, 833 N. Mozart Avenue, Chicago, Illinois 60622	3-23-81—6555 N. Winthrop Avenue	350.00
Gerald M. Robinson, 855 Brookside Lane, Deerfield, Illinois 60015	9-26-80—1139 N. State Street	65.00
Shelley B. Taub, 1854 W. Chase Street, Chicago, Illinois 60626	4-21-81—Rogers and Honore Streets	183.00
Mark D. Miller, 2009 W. Farragut, Chicago, Illinois 60625	5-8-81—3734 N. Ashland Avenue	75.00
Roman E. Gzyl, 2987 S. Lawndale Avenue, Chicago, Illinois 60623	4-25-81—Garage No. 8	141.55
Nick Galvan, 2845 N. Hamlin Avenue, Chicago, Illinois 60618	4-22-81—Clark and Addison Streets	200.00
Alvin Finelsen, 111 W. Washington Street, Suite 2047, Chicago, Illinois 60602	5-20-81—Lunt and Ridge Avenues	50.00
Lorelei Campos, 4441 S. Union Avenue, Chicago, Illinois 60609	5-17-81—40th and Halsted Street	12.00
Peter R. Suydam, 2843 W. Sherwin Avenue, Chicago, Illinois 60645	4-25-81—6237 N. Western Avenue	275.00
Michael Hollimon, 1045A N. Milwaukee Avenue, Chicago, Illinois 60622	6-16-81—Ogden ½ block west of Hickory	90.00;

and

Be It Further Ordered, That the Commissioner of Water is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement on the dates and locations by type of claim with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

Department of Water: Account No. 200.9112.935

Name and Address	*Date and Location*	*Amount*
State Farm Insurance Company and Robert Rayner, 5676 S. Archer Avenue, Chicago, Illinois 60638	1-9-81—8404 S. Kenneth Avenue	$331.84
Royal Insurance Company and Salvation Army, 10 S. Riverside Plaza, Chicago, Illinois 60606	3-5-81—Delaware Place and Dearborn Street	604.28;

Refunds on Water Leaks.

Department of Water: Account No. 200.8220.935

Name and Address	*Location*	*Amount*
Michael J. Gafron, 853 N. Marshfield Avenue, Chicago, Illinois 60622	883 N. Marshfield Avenue	$212.18
Frank Skittone, 5105 Hutchinson Street, Chicago, Illinois 60641	5104 N. Austin Avenue	58.82
Avin Fernandez, 2046 W. Cullerton Street, Chicago, Illinois 60608	2046 W. Cullerton Street	300.00
DiMaggio and Dato, 6044 N. Elston Avenue, Chicago, Illinois 60646	6044 N. Elston Avenue	11.00
Children's Hour, 7146 S. Ashland Avenue, Chicago, Illinois 60626	7144-48 S. Ashland Avenue	300.00
Dominick Ardito, 2057 W. Huron Street, Chicago, Illinois 60612	2057 W. Huron Street	49.08;

and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935, Department of Water:

Name and Address	*Location*	*Amount*
Victoriano Zaragoza, 2016 W. 21st Place, Chicago, Illinois 60608	2016 W. 21st Place	$237.16
Walter Krueger, 1838 N. Wolcott Avenue, Chicago, Illinois 60622	1828 N. Wolcott Avenue	130.00.

Do Not Pass—SUNDRY CLAIMS FOR PAYMENT OF DAMAGE TO PROPERTY, ETC.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred September 26, 1979, and subsequently, sundry claims as follows:

Compensation for Damage to Vehicles:

(Sept. 26, 1979) Mark E. Hirte

(Sept. 10, 1980) Kemper Insurance Companies and John Brennessel

(Mar. 31, 1981) Bennie A. Royster

(May 29, 1981) Michael Gussin

(May 29, 1981) Jessica Watkins

(May 29, 1981) State Farm Insurance Company and Thomas Gresbam

(May 29, 1981) R. A. Hagstrom

(May 29, 1981) Joseph Gresham

(June 26, 1981) Recovery Services International and Richard Bajner

(June 26, 1981) Susan Levitt

(June 26, 1981) Velma L. George

(June 26, 1981) Recovery Services International and Schroeder Buick, Incorporated
(June 20, 1981) Juanita Hardison
(July 20, 1981) Michael N. Charnota
(July 20, 1981) Laurette L. Heckenbach
(July 20, 1981) Marc Edelsten
(July 20, 1981) Earl A. Dipping
(July 20, 1981) Allstate Insurance Company and Francisco Chacon
(July 20, 1981) John H. Hoffman

Compensation for Personal Injuries:

(July 20, 1981) Georgina Torres
(July 20, 1981) Virginia Anderson

Compensation for Damage to Property:

(Sept. 10, 1980) John J. Zarack
(Nov. 14, 1980) Cora Jane Thomas
(Nov. 14, 1980) Hanover Insurance Company and St. Volodymyr and Olha Ukrainian Catholic Parish, Incorporated
(Apr. 22, 1981) Mary Sanikovich
(Apr. 22, 1981) Mary Gualtieri
(May 29, 1981) Rose Madia
(June 26, 1981) James M. Durkin
(July 1, 1981) Theola Brown
(July 14, 1981) Joe Herzog
(July 20, 1981) Virginia Anderson

Compensation for Various Refunds:

(Feb. 11, 1981) Tuckers Apartments
(June 17, 1981) Cornelis Wilson

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—43.

Nays—None.

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

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

Failed to Pass—PROPOSED AMENDMENT TO ORDINANCE CONCERNING AGREEMENT BETWEEN CITY AND C.T.A. RELATING TO VOTING PRIVILEGES OF COMMISSION MEMBERS.

The Committee on Finance submitted a report concerning a proposed amendment to an ordinance passed on July 20, 1981, C.J.P. page 6739 authorizing an agreement between the City and the Chicago Transit Authority relating to voting privileges of commission members. The report recommended that the City Council Do Not Pass said proposed amendment.

Alderman Frost moved to *Concur In* the committee's recommendation. The motion *Prevailed,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Shaw, Vrdolyak, Brady, Streeter, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Frost, Farina, Casey, Cullerton, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone—28.

Nays—Aldermen Bloom, Bertrand, Sheahan, Kelley, Lipinski, Davis, Marcin, Rittenberg, Oberman, Merlo, Volini—11.

The following is said amendment which *Failed to Pass:*

Section 1. Exhibit A attached to the Ordinance is amended to delete Section 6(b) (5) in its entirety.

Referred to Committee on Police, Fire, Personnel and Municipal Institutions—PROPOSED RESOLUTION CONCERNING OFFICE OF MUNICIPAL INVESTIGATIONS.

The Committee on Finance submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed resolution from Aldermen Humes and Kelley, on July 30, 1981, concerning the Office of Municipal Investigations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* said proposed resolution and report to the Committee on Police, Fire, Personnel and Municipal Institutions.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendation was *Concurred In* and said proposed resolution was *Referred to the Committee on Police, Fire, Personnel and Municipal Institutions.*

Placed on File—MISCELLANEOUS MATTERS.

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

The following is a summary of said documents:

A communication from the Department of Law concerning settlements made or judgments entered against the City for the month of May, 1981.

A communication from the Infant's Aid transmitting their Financial Statement for period ended June 30, 1981.

A communication from the St. Rose Center transmitting Auditor's Report for Year ending June 30, 1980.

A communication from Chicago Services for Work and Rehabilitation transmitting Financial Statement for Year ended June 30, 1980.

COMMITTEE ON BUILDINGS AND ZONING.

Chicago Zoning Ordinance Amended to Reclassify the Area Shown on Map No. 15-I.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to your committee on July 30, 1981) to amend the Chicago Zoning Ordinance for the purposed of reclassifying a particular area.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK, *Chairman.*
(Signed) FRED B. ROTI, *Vice-Chairman.*

On motion of Alderman Vrdolyak the committee's recommendation was *Concurred In* and said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberg, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 15-I in the area bounded by

a line 286.17 feet north of and parallel to W. Glenlake Avenue; N. California Avenue; a line 187.17 feet north of and parallel to W. Glenlake Avenue; and the alley next west of and parallel to N. California Avenue

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Action Deferred—ON APPROVAL OF REAPPOINTMENT OF MR. ANTHONY S. FORNELLI AS A MEMBER OF CHICAGO PLAN COMMISSION.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Vrdolyak and Alderman Roti, *Deferred* and ordered published:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration the reappointment of Mr. Anthony J. Fornelli as a member of the Chicago Plan Commission for the term ending January 25, 1985, also, the Appointment of Mr. Fornelli as Vice-Chairman of the Chicago Plan Commission (referred July 20, 1981) begs leave to recommend that Your Honorable Body *Pass* said proposed appointment attached herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK, *Chairman.*
(Signed) FRED B. ROTI, *Vice-Chairman.*

Action Deferred—ON APPROVAL OF APPOINTMENT OF MR. ERWIN FRANCE AS A MEMBER OF CHICAGO PLAN COMMISSION.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Vrdolyak and Alderman Roti, *Deferred* and ordered published:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration the appointment of Mr. Erwin France as a member of the Chicago Plan Commission to succeed John W. Moutoussamy, resigned, for a term ending January 25, 1986 (referred July 20, 1981) begs leave to recommend that Your Honorable Body *Pass* said proposed appointment attached herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK, *Chairman.*
(Signed) FRED B. ROTI, *Vice-Chairman.*

Action Deferred—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS.

The Committee on Buildings and Zoning submitted the following report, which was, on motion of Alderman Vrdolyak and Alderman Roti, *Deferred* and ordered published:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* thirteen proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on March 16, April 22, May 13, and 29, June 10, 17, and 26, July 1, 8, and 20, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK, *Chairman.*
(Signed) FRED B. ROTI, *Vice-Chairman.*

The following are descriptive summaries of said thirteen proposed ordinances transmitted with the foregoing committee report:

Reclassification of Area Shown on Map No. 1-J.

An ordinance to classify as a B4-3 Restricted Service District instead of an R5 General Residence District, the area bounded by

the alley next north of and parallel to W. Franklin Boulevard; a line 75 feet west of and parallel to N. Kedzie Avenue; W. Franklin Boulevard; and N. Sawyer Avenue (Map No. 1-J).

—

Reclassification of Area Shown on Map No. 1-K.

An ordinance to classify as an R4 General Residence District instead of a B5-2 General Service District, the area bounded by

the alley next north of W. Washington Boulevard; a line 100 feet west of and parallel to N. Pulaski Road; a line 55 feet south of and parallel to the alley next north of W. Washington Boulevard; a line 75 feet west of and parallel to N. Pulaski Road; W. Washington Boulevard; and N. Karlov Avenue (Map No. 1-K).

—

Reclassification of Area Shown on Map No. 2-F.

An ordinance to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District and B7-7 General Central Business District, the area bounded by

W. Madison Street; S. LaSalle Street; W. Arcade Place; and a line 140 feet west of S. LaSalle Street (Map No. 2-F).

—

Reclassification of Area Shown on Map No. 2-G.

An ordinance to classify as a Residential Planned Development instead of an R5 General Residence District, the area bounded by

W. Vernon Park Place; the east line of the alley next east of and parallel to S. Miller Street; the south line of the alley next north of and parallel to W. Polk Street; the west line of the alley next east of and parallel to S. Carpenter Street; a line 165.81 feet south of W. Vernon Park Place; and S. Carpenter Street (Map No. 2-G).

—

Reclassification of Area Shown on Map No. 3-H.

An ordinance to classify as an R4 General Residence District instead of a B1-2 Local Retail District, the area bounded by

W. LeMoyne Street; N. Leavitt Street; a line 25 feet south of W. LeMoyne Street; and the alley next west of N. Leavitt Street (Map No. 3-H).

—

Reclassification of Area Shown on Map No. 5-F.

An ordinance to classify as an R5 General Residence District instead of a B2-3 Restricted Retail District, the area bounded by

a line 615 feet south of and parallel to W. Armitage Avenue; N. Larrabee Street; a line 751 feet north of and parallel to W. Willow Street; and the alley next west of N. Larrabee Street (Map No. 5-F).

—

Reclassification of Area Shown on Map No. 6-H.

An ordinance to classify as a C4 Motor Freight Terminal District instead of an M3-4 Heavy Manufacturing District, the area bounded by

on the north by the right of way of the Santa Fe Railroad as it crosses S. Leavitt Street at a point 404.85 feet north of the south line of W. 27th Street, extending east and southeasterly for a distance of 374.30 feet along the south and southwesterly right of way of the Santa Fe Railroad; on the east by a line drawn 365 feet east of and parallel to the east line of S. Leavitt Street; on the south by the southerly line of Block 7 in Reapers Addition to Chicago, otherwise described as a line forming an angle of 74 degrees, 58 minutes, 45 seconds from south to east measured from the extension of the east line of S. Leavitt Street at its intersection with W. 27th Street, said line extending southeasterly from the east line of dedicated S. Leavitt Street to a point where it intersects with a line 365 feet east of and parallel to the east line of S. Leavitt Street; and on the west by the easterly line of S. Leavitt Street (Map No. 6-H).

—

Reclassification of Area Shown on Map No. 7-G.

An ordinance to classify as an R4 General Residence District instead of a C1-2 Restricted Commercial and B4-2 Restricted Service Districts, the area bounded by

W. Barry Avenue; the east line of the right of way of the C.T.A.; W. Nelson Street; N. Sheffield Avenue; a line 265.3 feet south of and parallel to W. Barry Avenue; and the alley west of and parallel to N. Sheffield Avenue (Map No. 7-G).

—

Reclassification of Area Shown on Map No. 7-G.

An ordinance to classify as a B3-1 General Retail District instead of B4-1 and B4-2 Restricted Service Districts, the area bounded by

the south line of W. Belmont Avenue on the north; a line 526.33 feet west of and parallel to the east line of N. LeClaire Avenue on the west; the north line of the east-west alley between W. Belmont Avenue and W. Fletcher Street on the south, and the west line of N. LeClaire Avenue on the east (Map No. 7-L).

—

Reclassification of Area Shown on Map No. 9-I.

An ordinance to classify as an M1-1 Restricted Manufacturing District instead of a C1-1 Restricted Commercial District, the area bounded by

W. Melrose Street; the alley next northeasterly of and parallel to N. Elston Avenue; a line 34.55 feet and perpendicular to the alley northeasterly of and parallel to N. Elston Avenue; as measured along the southwestern line of the alley northeasterly of and parallel to N. Elston Avenue; and N. Elston Avenue (Map No. 9-I).

Reclassification of Area Shown on Map No. 12-K.

An ordinance to classify as an R4 General Residence District instead of an R2 Single Family Residence District, the area bounded by

S. Knox Avenue; W. 51st Street; the alley next east of and parallel to S. Knox Avenue; and the alley next north of and parallel to W. 51st Street (Map No. 12-K).

—

Reclassification of Area Shown on Map No. 13-J.

An ordinance to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District, the area bounded by

a line 264.36 feet south of and parallel to Balmoral Avenue; Kedzie Avenue; a line 351.86 feet south of and parallel to Balmoral Avenue; and the alley next west of and parallel to Kedzie Avenue (Map No. 13-J).

—

Reclassification of Area Shown on Map No. 28-E.

An ordinance to classify as a C1-3 Restricted Commercial District instead of a B5-2 General Service District, the area bounded by

E. 114th Street; the alley next east of and parallel to S. Michigan Avenue; a line 195 feet south of and parallel to E. 114th Street; and S. Michigan Avenue (Map No. 28-E).

Action Deferred—ON PROPOSED ORDINANCE TO AMEND CHAPTER 194A, SECTION 8.4-2 OF THE MUNICIPAL CODE CONCERNING SMALL DRY CLEANING OPERATIONS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Vrdolyak and Alderman Roti *Deferred* and ordered published:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning having had under consideration a proposed ordinance (referred November 14, 1980) to amend Chapter 194A, of the Chicago Zoning Ordinance, by adding certain language to Section 8.4-2 to Cite Small Dry Cleaning Operations as Special Use District, begs leave to recommend that Your Honorable Body *Do Not Pass* said proposed ordinance attached herewith.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

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

Section 1. That Chapter 194A, "The Chicago Zoning Ordinance," is hereby amended by adding certain language in Italics, to Section 8.4-2 (4):

8.4-2. Special Uses—B2-1 to B2-5 Restricted Retail Districts.

(4) Launderettes, automatic, self-service only, employing not more than two persons in addition to one owner or manager, provided that laundry machines shall not exceed sixteen pounds capacity each *and that no more than two dry cleaning machines with a maximum capacity of twenty-five pounds each shall be in operation.*

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

Action Deferred—ON PROPOSED ORDINANCES FOR AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY PARTICULAR AREAS *(Adverse Committee Recommendations).*

The Committee on Buildings and Zoning submitted the following report which was, on motion of Alderman Vrdolyak and Alderman Roti, *Deferred* and ordered published:

CHICAGO, August 17, 1981.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Do Not Pass* two proposed ordinances (under separate committee reports) transmitted herewith (referred to your committee on November 14, 1980 and June 26, 1981) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by 10 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

(Signed) FRED B. ROTI,
Vice-Chairman.

The following are descriptive summaries of said two proposed ordinances transmitted with the foregoing committee report:

Reclassification of Area Shown on Map No. 12-L.

An ordinance to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District, the area bounded by

W. 47th Street; S. LaPorte Avenue; the alley next south of and parallel to W. 47th Street; and Lavergne Avenue (Map No. 12-L).

—

Reclassification of Area Shown on Map No. 20-D.

An ordinance to classify as an R4 General Residential District instead of a M1-2 Restricted Manufacturing District, the area bounded by

a line 144 feet, 2 inches north of and parallel to E. 87th Street; the west line of the right of way of the I.C. Railroad; E. 87th Street; and S. Ingleside Avenue (Map No. 20-D).

COMMITTEE ON POLICE, FIRE, PERSONNEL AND MUNICIPAL INSTITUTIONS.

Approval Given to Mayor's Appointments of Thomas Rosenberg and Morgan F. Murphy as Members of Board of Directors of Chicago Public Library.

The Committee on Police, Fire, Personnel and Municipal Institutions submitted the following report:

CHICAGO, August 19, 1981.

To the President and Members of the City Council:

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred July 20, 1981, a communication signed by Honorable Jane M. Byrne, Mayor, appointing Thomas Rosenberg to succeed Camille C. Hatzenbuehler and Morgan F. Murphy to succeed Evangeline Gouletas as members of the Board of Directors of the Chicago Public Library, each for a term of three years expiring July 1, 1984, begs leave to recommend that Your Honorable Body *Approve* the said appointments.

This recommendation was concurred in by a unanimous vote of the committee.

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

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said appointments of Thomas Rosenberg and Morgan F. Murphy were *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Burke, Brady, Streeter, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—39.

Nays—None.

Approval Given to Mayor's Reappointments of Dr. Cannutte Russell and Mr. Peter J. Fosco as Members of Board of Directors of Chicago Public Library.

The Committee on Police, Fire, Personnel and Municipal Institutions submitted the following report:

CHICAGO, August 19, 1981.

To the President and Members of the City Council:

Your Committee on Police, Fire, Personnel and Municipal Institutions, to which was referred March 6, 1981, a communication signed by Honorable Jane M. Byrne, Mayor, reappointing Dr. Cannutte Russell and Mr. Peter J. Fosco as members of the Board of Directors of the Chicago Public Library Board for terms of three years, expiring June 30, 1983, begs leave to recommend that Your Honorable Body *Approve* the said reappointments.

This recommendation was concurred in by a unanimous vote of the committee.

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

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said reappointments of Dr. Cannutte Russell and Mr. Peter J. Fosco were *Approved,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Burke, Brady, Streeter, Sheahan, Kelley, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—39.

Nays—None.

MATTERS PRESENTED BY THE ALDERMEN

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

Arranged under the following subheadings:

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

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

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

Referred—PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location*
Hagopian (30th Ward)	N. Knox Avenue, at Nos. 2227-2231-2235—7:00 A.M. to 7:00 P.M.—Monday through Friday;
Schulter (47th Ward)	N. Lincoln Avenue (west side) at No. 4530;
	N. Ravenswood Avenue (west side) at No. 3312—7:00 A.M. to 7:00 P.M.—Monday through Saturday.

Referred—PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO EASTERLY DIRECTION ON PORTION OF EAST-WEST ALLEY IN 19TH WARD.

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a easterly direction in the east-west alley bounded by S. Hale Avenue, S. Wood Street, W. 103rd and W. 104th Streets; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCE TO AMEND AREA FOR MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF W. PRYOR AV.

Alderman Sheahan (19th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to an easterly direction on W. Pryor Avenue between S. Hale Avenue and S. Esmond Street (instead of between S. Hale Avenue and S. Church Street); which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCE TO DISCONTINUE RESTRICTION ON MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF S. HERMOSA AV.

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the restriction imposed on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on S. Hermosa Avenue from W. Monterey Avenue to W. Chelsea Place; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCES TO DISCONTINUE PARKING LIMITATIONS AT SPECIFIED LOCATIONS.

Alderman Sheahan (19th Ward) presented three proposed ordinances to limit the parking of vehicles to specified periods during the times designated, at W. Pryor Avenue (south side) from S. Church Street to S. Hermosa Avenue—30 minutes—except Saturday, Sunday and holidays and W. Pryor Avenue (south side) from S. Church Street to S. Hermosa Avenue—30 minutes—8:00 A.M. to 4:00 P.M.—except Saturday, Sunday and holidays and also W. Pryor Avenue beginning at S. Church Street and extending 150 feet east thereof—8:00 A.M. to 4:00 P.M., except Saturday, Sunday and holidays; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES DURING SPECIFIED HOURS ON PORTION OF S. HERMOSA AV.

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours on S. Hermosa Avenue from the alley first north of W. Monterey Avenue to W. Pryor Avenue—8:00 A.M. to 4:30 P.M.; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION AGAINST PARKING ON PORTION OF S. CHURCH ST.

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles on S. Church Street (both sides) between W. Pryor and W. Monterey Avenues; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCE TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES ON PORTION OF W. MORSE AV.

Alderman Stone (50th Ward) presented a proposed ordinance to prohibit at all times the parking of vehicles on W. Morse Avenue at No. 2739; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCE TO AMEND PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION OF W. PRYOR AV.

Alderman Sheahan (19th Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on W. Pryor Avenue (north side) from S. Esmond Street to the first alley east thereof (instead of between S. Esmond Street and S. Hermosa Avenue); which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCES TO DISCONTINUE PROHIBITION AGAINST PARKING OF VEHICLES AT ALL TIMES AT SPECIFIED LOCATIONS.

Alderman Sheahan (19th Ward) presented three proposed ordinances to discontinue prohibition against parking of vehicles at all times at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Public Way	*Location and Distance*
S. Church Street (east side)	between W. Pryor Avenue and W. Chelsea Place;
S. Hermosa Avenue (west side)	between W. Pryor Avenue and S. Wood Street;
W. Pryor Avenue (south side)	between S. Church Street and S. Vincennes Avenue;
W. Pryor Avenue (south side)	between S. Homewood Avenue and S. Church Street.

Referred—PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES ON PORTION OF N. STREETER DR.

Alderman Natarus (42nd Ward) presented a proposed ordinance to limit the speed of vehicles to 25 miles per hour on N. Streeter Drive between Circular Drive, Illinois Street and Grand Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	*Location and Type of Sign*
Shaw (9th Ward)	S. Edbrooke Avenue and E. 108th Street—"Stop";
	S. Stewart Avenue and E. 126th Street—"Stop";
Nardulli (26th Ward)	W. Erie and N. Bishop Streets—"2-Way Stop";
Farina (36th Ward)	N. Nottingham and N. Montclare Avenues—"Stop";
	N. Nottingham and W. Wellington Avenues—"Stop";
	W. Wabansia and N. Mobile Avenues—"Stop";
	W. Wellington and N. Montclare Avenues—"Stop";
Cullerton (38th Ward)	N. Nottingham and W. Waveland Avenues—"Stop";
	N. Odell Avenue and W. School Street—"4-Way Stop";
	W. Waveland and N. Nottingham Avenues—"Stop";
Pucinski (41st Ward)	W. Catherine and N. Chester Avenues—"2-Way Stop";
Schulter (47th Ward)	W. Ainslie Street and N. Seeley Avenue—"3-Way Stop";
	W. Sunnyside and N. Oakley Avenues—"2-Way Stop."

Referred—PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE TONS FOR VEHICLES ON PORTION OF N. NORA AV.

Alderman Farina (36th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles in the 2900 block of N. Nora Avenue; which was *Referred to the Committee on Traffic Control and Safety.*

Referred—PROPOSED ORDINANCE TO AMEND THE AREA OF WEIGHT LIMIT RESTRICTION FOR VEHICLES ON SPECIFIED STREETS.

Alderman Sheahan (19th Ward) presented two proposed ordinances to amend the area restricting the weight limit to five tons for trucks and commercial vehicles on S. Church Street from W. 103rd Street to W. Chelsea Place (instead of from W. 103rd Street to W. Monterey Avenue); and also on S. Hermosa Avenue from S. Prospect Avenue to W. Chelsea Place (instead of from S. Prospect Avenue to W. Monterey Avenue); which were *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

Referred—PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning,* as follows:

BY ALDERMAN VRDOLYAK (10TH WARD):

To classify as a B1-1 Local Retail District instead of a B4-1 Restricted Service District the area shown on Map. No. 24-A bounded by

E. 96th Street; the alley next east of S. Ewing Avenue; a line 190 feet south of and parallel to E. 96th Street; and S. Ewing Avenue.

BY ALDERMAN BRADY (15TH WARD):

To classify as an R2 Single Family Residence District instead of an R3 General Residence District the area shown on Map No. 14-I bounded by

the alley next south of and parallel to W. 59th Street; the alley next west of and parallel to S. Western Avenue; the alley next north of and parallel to W. 63rd Street; S. Washtenaw Avenue; W. 63rd Street; S. Fairfield Avenue; the alley next north of and parallel to W. 63rd Street; and the alley next east of and parallel to S. Kedzie Avenue.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance,* as follows:

Alderman	*Claimant*
Evans (4th Ward)	Joyce Ann Ayers
Sawyer (6th Ward)	Gwendolyn Washington
Gabinski (32nd Ward)	Mr. Weglinski
Casey (37th Ward)	Jacques Ross, Irene Symon.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by
ALDERMAN ROTI (1st Ward):

Referred—PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Jerry Wexler, Mark Friedman and Jack Ehrhardt, d/b/a The Blackstone Hotel, to maintain and use as now constructed subsurface space (vaults) contiguous to the Blackstone Hotel Building located at No. 636 S. Michigan Avenue. Said subsurface space extends under S. Michigan Avenue and E. Balbo Street to the boundary lines of the Blackstone Hotel Building to be used for the following purposes: employee locker rooms, etc., office space, refrigeration and storage area, etc.—*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Roth Incorporated to maintain and use an existing canopy attached to the building or structure located at Nos. 139-141 N. Wabash Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN EVANS (4th Ward):

Referred—PROPOSED RESOLUTION TO EXTEND CERTAIN EXEMPTIONS AND PRIVILEGES TO HANDICAPPED INDIVIDUALS.

A proposed resolution to extend new parking privileges and travel exemptions in the City of Chicago and such other further relief as may be deemed proper in order to accommodate and facilitate freedom of movement by handicapped individuals.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN SAWYER (6th Ward) and OTHERS:

Monday, August 31, 1981 Proclaimed "Albertina Walker Day" in Chicago.

A proposed resolution, presented by Aldermen Sawyer, Bertrand and Humes, reading as follows:

WHEREAS, Albertina Walker has for twenty-seven years personified the essence of gospel music as it has developed in Chicago, the Gospel Music Capitol of the World; and

WHEREAS, Albertina Walker was the founder and guiding force behind the world famous Caravans and inspirationally led the Caravans to heights yet to be equalled in the annals of gospel music; and

WHEREAS, She continues to be a major force in gospel music through the glorious power and sensitivity of her singing; and

WHEREAS, Albertina Walker is known not only in Chicago but throughout the world as the "Queen of Gospel Music"; now, therefore,

Be It Resolved, That Albertina Walker on behalf of the citizens of Chicago be commended for her outstanding continuing contribution in Gospel Music; and

Be It Further Resolved, That Monday, August 31, 1981 be proclaimed as Albertina Walker Day in the City of Chicago by Mayor Jane M. Byrne, and the City Council of Chicago acknowledging Miss Walker with our deepest gratitude for her steadfast devotion to our City and to her uncompromising dedication to the finest in gospel music. May her magnificent voice continue to shine over Chicago and the entire world touching all by the brilliance she renders through her songs.

Alderman Sawyer 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 Sawyer the foregoing proposed resolution was *Adopted.*

Presented by
ALDERMAN SHEAHAN (19th Ward) and OTHERS:

Referred—PROPOSED ORDINANCE URGING PUBLIC HEARINGS AND ALDERMANIC APPROVAL PRIOR TO ANY ALTERNATIVE USE OF BD. OF EDUCATION PROPERTIES.

A proposed ordinance, presented by Aldermen Sheahan, Bloom, Bertrand, Huels, Kelley, Stemberk, Lipinski and Pucinski, urging public hearings and aldermanic approval to be considered prior to any decision regarding an alternative use of Board of Education properties for the ward in which the property is located.—*Referred to the Committee on Education.*

Presented by
ALDERMAN LIPINSKI (23rd Ward) and OTHERS:

Referred—PROPOSED ORDINANCE TO AMEND EMPLOYERS EXPENSE TAX ORDINANCE BY ADDING NEW CHAPTER 200.3-13 CONCERNING TAXABLE EMPLOYEES.

A proposed ordinance, presented by Aldermen Lipinski, Bloom, Huels, Sheahan, Kelley, Stemberk, Mell, Marcin, Pucinski, Oberman, Clewis, Axelrod, Schulter, Volini and Stone, to amend the Employers Expense Tax Ordinance of the City of Chicago by adding a new Chapter 200.3-13 which shall be known as a "Reduction in the number of employees to be taxed," etc.—*Referred to the Committee on Finance.*

Referred—PROPOSED ORDINANCE TO PHASE OUT EMPLOYERS EXPENSE TAX ORDINANCE OVER FOUR YEAR PERIOD.

Also a proposed ordinance, presented by Aldermen Lipinski, Bloom, Huels, Kelley, Stemberk, Marcin, Pucinski, Oberman, Clewis, Axelrod and Stone, to phase out the Employers Expense Tax Ordinance of the City of Chicago over a period of four years by implementing certain procedures, etc.—*Referred to the Committee on Finance.*

Presented by

ALDERMAN MARZULLO (25th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 1820 W. 13th Place
No. 1822 W. 13th Place

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

No. 1820 W. 13th Place
No. 1822 W. 13th Place

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

Presented by

ALDERMAN MELL (33rd Ward):

Week of September 1-7, 1981 Designated as National Bowling Week in City.

A proposed resolution reading as follows:

WHEREAS, The sport of bowling has origins dating back to ancient times and American roots dating back to the Pilgrims; and

WHEREAS, Bowling is enjoyed yearly by 72 million men, women and children in the United States; and

WHEREAS, The City of Chicago has played an important role in the development of the sport by hosting and supporting every major event in its history; and

WHEREAS, More than a quarter of a million men, women and children participate in league and open play every year beginning in September in the City of Chicago; and

WHEREAS, The sport of bowling provides wholesome fun and exercise; now, therefore,

Be It Resolved, That I, Jane M. Byrne, Mayor, do hereby designate the week of September 1-7, 1981, National Bowling Week in the City of Chicago.

Alderman Mell 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 Mell the foregoing proposed resolution was *Adopted.*

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Commodore Theatre to maintain and use an existing canopy attached to the building or structure located at No. 3105 W. Irving Park Road.—*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred—PROPOSED ORDERS FOR PERMISSION TO CONDUCT SIDEWALK SALES.

Also three proposed orders to grant permission to Morrie Friedman/Boston Department Store, No. 2010 N. Milwaukee Avenue, for the conduct of three sidewalk sales for the periods August 21-23, 1981; August 28-30, 1981; and September 4-7, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MARCIN (35th Ward):

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Bank of Ravenswood as Trustee, U/T No. 25-4617 to maintain and use an existing canopy attached to the building or structure located at No. 4743 W. Belmont Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

Also a proposed order to grant permission to Richard Wenzel/Kee's Department Store, No. 3939 N. Cicero Avenue for the conduct of a sidewalk sale on the east side of N. Cicero Avenue from N. Milwaukee Avenue to the first alley south thereof for the period September 17-20, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN FARINA (36th Ward) and OTHERS:

Referred—PROPOSED ORDINANCE TO AMEND CHAPTER 27, SECTION 297 OF MUNICIPAL CODE CONCERNING RADIO HEADSET DEVICES WHILE OPERATING CERTAIN VEHICLES.

A proposed ordinance, presented by Aldermen Farina, Roti, Madrzyk and Stone, to amend Chapter 27, Section 297 of the Municipal Code of the City of Chicago by adding a new subparagraph (e) to prohibit the use of radio headset devices, etc. while operating a bicycle, motorcycle, moped, snowmobile or any other such vehicle upon the public way.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN RITTENBERG (40th Ward):

Congratulations Extended to Major General Julius Klein on Occasion of His Eightieth Birthday.

A proposed resolution reading as follows:

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago hereby extend their heartiest congratulations and best wishes to Major General Julius Klein on the occasion of his eightieth birthday.

Alderman Rittenberg 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 Rittenberg the foregoing proposed resolution was *Adopted.*

Referred—PROPOSED ORDER TO INVESTIGATE FLOODING OF NEAR NORTH CHANNEL.

A proposed order to investigate flooding in the North Side wards bordering on the North Channel, etc.—*Referred to the Committee on Energy and Environmental Protection.*

Presented by
ALDERMAN RITTENBERG (40th Ward) and OTHERS:

Referred—PROPOSED ORDINANCE TO RECONSTRUCT AND IMPROVE CERTAIN SIDEWALKS ON N. CLARK ST. AND W. FOSTER AV.

A proposed ordinance, presented by Aldermen Rittenberg, Schulter and Volini, to reconstruct and improve certain sidewalks on N. Clark Street from W. Catalpa to W. Winona Avenues and also on W. Foster Avenue from N. Clark Street to N. Ashland Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN PUCINSKI (41st Ward):

Referred—PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to the Edison Park Chamber of Commerce, c/o Van's Variety, No. 6718 N. Northwest Highway, for the conduct of a sidewalk sale on both sides of N. Northwest Highway between N. Ottawa and N. Oxford Avenues for the period September 11-12, 1981.—*Referred to the Committee on Traffic Control and Safety.*

Presented by
ALDERMAN PUCINSKI (41st Ward) and OTHERS:

Ms. Patricia Leeds Commended as Reporter for The Chicago Tribune for Her Efforts in Proposing a National Unidentified Dead File.

A proposed resolution, presented by Aldermen Pucinski and Rittenberg, reading as follows:

WHEREAS, Patricia Leeds is one of the most respected police reporters in America; and

WHEREAS, Over the course of her work for *The Chicago Tribune* she has reported many cases involving unidentified victims of accidents and crimes; and

WHEREAS, There was in the past no systematic national information center to assist in the identification of such victims; and

WHEREAS, Her observations led her to propose a National Unidentified Dead File; and

WHEREAS, Police officials in all parts of the country are hailing Ms. Leeds proposal as a "unique contribution" to identification of our nation's unidentified dead; and

WHEREAS, Police officials estimate that between 1,000 and 2,000 dead bodies discovered each year remain unidentified because of our "hit-or-miss" system of identification; and

WHEREAS, The National Crime Information Center has created a National Unidentified Dead File to be operated by the Colorado Bureau of Investigation; and

WHEREAS, Thousands of families of missing persons will benefit from reliable information about their loved ones available from this Center; and

WHEREAS, Law enforcement agencies will be able to use the File's resources to assist them in identifying such victims; now, therefore,

Be It Resolved, By the Members of the City Council of the City of Chicago herein assembled this 19th day of August, 1981, that Ms. Patricia Leeds, reporter for *The Chicago Tribune*, be commended for her determination and creativity in recognizing a problem of national impact and successfully working toward a sensible and effective means to resolve many of this nation's unsolved mysteries.

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.*

Referred—PROPOSED RESOLUTION URGING A STUDY OF FEDERAL GOVERNMENT'S ROLE IN ASSISTING TO REDUCE FLOODING IN CHICAGO, ETC.

Also a proposed resolution, presented by Aldermen Pucinski, Cullerton and Rittenberg, to urge the Chicago City Council to conduct a study of the Federal Government's role in assisting to reduce flooding in Chicago; and also to urge the Chicago Committee on Intergovernmental Relations to study all other aspects of the flooding problem, etc.—*Referred to the Committee on Intergovernmental Relations.*

Presented by
ALDERMAN NATARUS (42nd Ward):

Referred—PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPIES.

A proposed order for issuance of a permit to LaSalle National Bank, Trustee U/T No. 40940, to maintain and use three canopies attached to the building or structure located at No. 835 N. Michigan Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by
ALDERMAN SCHULTER (47th Ward):

Referred—PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND MAINTAIN CANOPY.

A proposed order for issuance of a permit to Schmidt Motors to construct, maintain and use a canopy attached to the building or structure located at No. 3535 N. Western Avenue.—*Referred to the Committee on Local Industries, Streets and Alleys.*

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 to Churches, Etc.:

BY ALDERMAN EVANS (4TH WARD):

James McHugh Construction Company, No. 2222 S. Indiana Avenue—for Alpha Phi Alpha Project.

BY ALDERMAN NATARUS (42ND WARD):

Rehabilitation Institute of Chicago, No. 345 E. Superior Street—construction work.

St. Michael Church, No. 1633 N. Cleveland Avenue —restoration of existing church building.

BY ALDERMAN STONE (FOR ALDERMAN ORR, 49TH WARD):

Priests of Sacred Heart, No. 1537 W. Roosevelt Road—refrigeration installation.

License Fee Exemptions for Homes, Hospital, Day Care Centers, Etc.:

BY ALDERMAN EVANS (4TH WARD):

Harper Square Child Care Center, No. 4800 S. Lake Park Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN BLOOM (5TH WARD):

La Rabida Children's Hospital and Research Center, No. E. 65th Street at Lake Michigan—elevator inspection.

Lutheran School of Theology, various locations—building and mechanical ventilation inspection.

McCormick Theological Seminary, No. 5555 S. Woodlawn Avenue—elevator inspection.

University of Chicago, various locations—building, elevators (3), mechanical ventilation, refrigeration and unfired pressure vessel inspections.

BY ALDERMAN SAWYER (6TH WARD):

Bessie Gibson Nursery, No. 618 E. 72nd Street—inspection of public assembly place.

BY ALDERMAN BERTRAND (7TH WARD):

South Shore Community Center, No. 7601 S. Phillips Avenue—fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN SHAW (9TH WARD):

Roseland Community Center (Chicago Youth Centers), No. 461 E. 111th Street—mechanical ventilation inspection.

BY ALDERMAN HUELS (11TH WARD):

Peter Cuchetto, No. 3121 S. Shields Avenue—building inspection.

BY ALDERMAN MARZULLO (25TH WARD):

Schwab Rehabilitation Hospital, No. 1401 S. California Avenue—elevator inspection.

St. Anthony Hospital, No. 2875 W. 19th Street—boilers and elevator inspections.

BY ALDERMAN RAY (27TH WARD):

Chicago Youth Centers, No. 611 W. Adams Street —elevator and mechanical ventilation inspections.

BY ALDERMAN CASEY (37TH WARD):

St. Anne Hospital, various locations—elevator inspections.

BY ALDERMAN CULLERTON (FOR ALDERMAN LAURINO, 39TH WARD):

Booth Memorial Hospital (The Salvation Army), No. 5040 N. Pulaski Road—elevator inspection.

Lydia Home Association, No. 4300 W. Irving Park Road—boiler and fuel burning equipment inspection.

Queen of All Saints Church, No. 6280 N. Sauganash Avenue—boiler/fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN PUCINSKI (41ST WARD):

Resurrection High School, No. 7432 W. Talcott Avenue—boiler/fuel burning equipment, unfired pressure vessel and elevator inspections.

BY ALDERMAN NATARUS (42ND WARD):

Chicago Wesley Memorial Hospital, No. 250 E. Superior Street—parking sign maintenance and surcharge fees.

Lake Shore Animal Hospital, No. 225 W. Division Street—parking sign maintenance and surcharge fees.

Lake Shore Athletic Club, No. 850 N. Lake Shore Drive—driveway inspection.

Northwestern Memorial Hospital, various locations—parking sign maintenance and surcharge fees (5).

Passavant Memorial Hospital, No. 303 E. Superior Street—parking sign maintenance and surcharge fees.

Dr. William M. Scholl College of Podiatric Medicine, No. 1001 N. Dearborn Street—elevator, parking sign maintenance and surcharge fees (2).

BY ALDERMAN OBERMAN (43RD WARD):

Moody Memorial Church, No. 1609 N. LaSalle Street—fuel burning equipment inspection.

BY ALDERMAN AXELROD (46TH WARD):

Thorek Hospital and Medical Center, No. 850 W. Irving Park Road—driveway and elevators (2) inspections.

Waiver of Fees.

BY ALDERWOMAN VOLINI (48TH WARD):

Japanese American Service Committee Housing Corporation, No. 920 W. Lawrence Avenue—food dispenser (retail) license.

Refund of Fees.

BY ALDERMAN STONE (FOR ALDERMAN ORR, 49TH WARD):

Priests of Sacred Heart, No. 1537 W. Roosevelt Road—permit fee.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (August 12, 1981).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, August 12, 1981, at 10:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Correct* said printed Official Journal as follows:

Page 6875—right-hand column—by deleting lines one through thirty from the bottom of the page;

Page 6881—left-hand column—by deleting lines one through thirty, from the top of the page;

Page 6881—right-hand column—by deleting lines one through thirty-four, from the top of the page.

The motion *Prevailed.*

Thereupon Alderman Vrdolyak moved to *Approve* said printed Official Journal *as Corrected,* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

Chicago Zoning Ordinance Amended to Reclassify Area Shown on Map No. 6-G.

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of April 22, 1981, page 5999, recommending that the City Council pass a proposed ordinance for amendment of the Chicago Zoning Ordinance to reclassify a particular area on Map No. 6-G.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 6-G in the area bounded by

W. Fuller Street; the west right-of-way line of the Gulf, Mobile and Ohio Railroad; and S. Grady Court

to an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Agreement Authorized Between City and Fraternal Order of Police Chicago Lodge No. 7.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Police, Fire, Personnel and Municipal Institutions, deferred and published in the Journal of Proceedings of August 12, 1981, pages 6852-6862, recommending that the City Council pass a proposed ordinance authorizing an agreement between the City of Chicago and the Fraternal Order of Police Chicago Lodge No. 7.

Alderwoman Humes presented the following amendment:

ARTICLE III

Lodge Security

Section 3.1.

Delete line 3 after date—as condition of employment maintain his membership in good standing in the Lodge during the term of this agreement.

Alderman Burke moved to *Lay the Amendment on the Table.* The motion *Prevailed,* by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Kenner, Shaw, Vrdolyak, Huels, Burke, Brady, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone—33.

Nays—Aldermen Evans, Bloom, Sawyer, Bertrand, Humes, Streeter, Kelley, Sherman, Davis, Volini—10.

Alderwoman Humes then presented a second amendment to the proposed ordinance which reads as follows:

ARTICLE XIII

Amendment Section 13.2

Addition line 6—The Lodge shall work with the Employer to make every effort to assure that minorities and women are represented in significant numbers in units requiring expert skills of a technical and professional nature so as not to be discriminatory.

Alderman Burke moved to *Lay the Amendment on the Table*. The motion *Prevailed*, by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Shaw, Vrdolyak, Huels, Burke, Brady, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—33.

Nays—Aldermen Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Streeter, Kelley, Sherman, Davis—10.

Alderman Bloom then presented the following amendment:

The Ordinance is amended to add the following additional sections:

Section 3. Nothing in the attached Agreement shall be construed to abridge, restrict or infringe upon any rights granted under the Constitution of the State of Illinois or the United States Constitution.

Section 4. If anything in this Agreement conflicts with any provision of the Constitution of the State of Illinois or the United States Constitution, or with any order heretofore or hereafter entered by any court or competent jurisdiction, the provisions of said constitutions or orders shall take precedence over the provisions of the Agreement.

Alderman Natarus moved to *Lay the Amendment on the Table*. The motion *Prevailed*, by yeas and nays as follows:

Yeas—Aldermen Roti, Barnett, Shaw, Vrdolyak, Huels, Burke, Brady, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski Natarus, Clewis, Axelrod, Schulter, Stone—30.

Nays—Aldermen Kenner, Evans, Bloom Sawyer, Bertrand, Humes, Streeter, Kelley, Sherman, Davis, Frost, Oberman, Merlo, Volini—14.

Alderman Shaw then moved the *Previous Question*.

The motion *Prevailed*.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Shaw, Vrdolyak, Huels, Burke, Brady, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—38.

Nays—Aldermen Bertrand, Humes, Streeter, Kelley, Sherman, Davis—6.

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 unit within the meaning of the Illinois Constitution of 1970; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships by and between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to formalize said intent in a written agreement; and

WHEREAS, The City of Chicago, as a home rule unit, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. That the Agreement by and between the City of Chicago and the Fraternal Order of Police, Chicago Lodge No. 7, in the form attached hereto, is hereby adopted and ratified.

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

Agreement attached to this ordinance reads as follows:

ARTICLE I

Preamble

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (herein referred to as the "Employer") and the Fraternal Order of Police, Chicago Lodge No. 7 (hereinafter referred to as the "Lodge").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Lodge to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE II

Recognition

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for all sworn police officers below the rank of sergeant (herein referred to as "officer"), excluding probationary officers employed by the Employer in its Department of Police, provided said probationary period shall not extend beyond the present twelve (12) month period.

The normal probationary period shall consist of twelve (12) months of actual presence during active duty. Consequently, time absent from duty or not served, for any reason, shall not apply toward satisfaction of the probationary period. During the probationary period an officer is not entitled to any rights, privileges or benefits under this agreement.

ARTICLE III

Lodge Security

Section 3.1 Maintenance of Membership and Agency Shop.

A. Each officer who on the effective date of this Agreement is a member of the Lodge, and each officer who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Lodge during the term of this agreement.

B. Any present officer who is not a member of the Lodge shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process and contract administration. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth day following the completion of their probationary period, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

Section 3.2 Lodge Presentation At Orientation.

The Employer shall grant the Lodge an opportunity during the orientation of new officers to present the benefits of membership in the Lodge.

Section 3.3 Dues Deduction.

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligations uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Lodge during the fifteen (15) day period prior to the expiration of this contract. The Employer will not similarly deduct the dues of any other organization as to officers covered by this agreement.

Section 3.4 Indemnity.

The Lodge shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

ARTICLE IV

Management Rights

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

(a) to determine the organization and operations of the Department of Police;

(b) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;

(c) to set standards for the services to be offered to the public;

(d) to direct the officers of the Department of Police, including the right to assign work and overtime;

(e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;

(f) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;

(g) to contract out work when essential in the exercise of police power;

(h) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

(i) to establish, modify, combine or abolish job positions and classifications;

(j) to add, delete or alter methods of operation, equipment or facilities;

(k) to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

(l) to establish, implement and maintain an effective internal control program;

(m) to suspend, demote, discharge, or take other disciplinary action against officers for just cause; and

(n) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

ARTICLE V

No Strike

Section 5.1 No Strike Commitment.

Neither the Lodge nor any officer will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Lodge nor any officer shall refuse to cross any picket line, by whomever established.

Section 5.2 Resumption of Operations.

In the event of action prohibited by Section 5.1 above, the Lodge immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3 Union Liability.

Upon the failure of the Lodge to comply with the provisions of Section 5.2 above, any agent or official of the Lodge who is an officer covered by this Agreement may be subject to the provisions of Section 5.4 below.

Section 5.4 Discipline of Strikers.

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure; except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE VI

Bill of Rights

Section 6.1 Conduct of Disciplinary Investigation.

Whenever an officer covered by this Agreement is the subject of a Disciplinary Investigation other than Summary Punishment, the interrogation will be conducted in the following manner:

A. The interrogation of the officer, other than in the initial stage of the investigation shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.

B. The interrogation, depending upon the allegation, will normally take place at either the officer's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.

C. Prior to an interrogation, the officer under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the officer under interrogation shall be asked by and through one interrogator.

D. No anonymous complaint made against an officer shall be made the subject of a Complaint Register investigation unless the allegation is of a criminal nature.

E. Immediately prior to the interrogation of an officer under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.

F. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

G. An officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.

H. An officer under investigation will be provided without unnecessary delay, with a copy of any written statement he has made.

I. If the allegation under investigation indicates a recommendation for separation is probable against the officer the officer will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the officer the officer will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.

J. An officer under interrogation shall have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interrogation, and/or at the request of the officer under interrogation, he shall have the right to be represented by a representative of the Lodge, who shall be either a police officer on leave to work for the Lodge or a retired police officer working for the Lodge. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Section 6.2 Non-adoption of Ordinance.

The City of Chicago shall not adopt any ordinance and the Chicago Police Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

Section 6.3 Photo Dissemination.

No photo of an officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Police Board.

Section 6.4 Compulsion of Testimony.

The Chicago Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any nongovernmental agency relating to any matter or issue under investigation.

Section 6.5 Auto-Residency Card.

No officer shall be required to submit the information now required in an Auto-Residency Card as it applies to any other member of his family or household.

Section 6.6 **Polygraph.**

When a polygraph exam is deemed necessary, the complainant will be requested to take a polygraph exam first.

If the complainant refuses to take a polygraph exam, the accused police officer *will not* be required to take a polygraph exam. If the complainant takes the polygraph exam and the results indicate deception, the accused officer may be required to take a polygraph exam covering those issues wherein the examiner determines that the complainant is truthful.

When the polygraph is used, the accused member will be advised 24 hours prior to the administering of the test, in writing, of any questions to which the Department will require an answer.

If the officer under investigation requests to take a polygraph exam, he may do so.

In cases where the complainant is unknown or anonymous, an officer *will not* be ordered to take a polygraph exam.

ARTICLE VII

Summary Punishment

Section 7.1 Administration Of Summary Punishment.

It is agreed that the provisions contained elsewhere in this Agreement shall not apply to Summary Punishment action, which action shall be considered as an alternative to formal disciplinary procedures, provided that in each such action the following shall apply:

A. The summary punishment which may be administered is limited to:

1. reprimand;
2. excusing a member for a minimum of one day to a maximum of three days without pay.

In lieu of days off without pay, an officer may be permitted to utilize accumulated compensatory time or to work regular days off without pay to satisfy the summary punishment.

B. The Department shall promulgate, maintain and publicize reasonable guidelines which will specify those acts, omissions or transgressions, the violation of which will subject an officer to summary punishment action, and the penalties for each such violation, which shall be uniformly applied.

C. Summary punishment action may be challenged before the Complaint Review panel, and the affected officer may be represented by an FOP representative.

Section 7.2 Challenge of Summary Punishment.

After summary punishment has been administered three (3) times within a twelve (12) month period, an officer who wishes to contest the application of summary punishment on a fourth occasion within the last twelve (12) months may contest the fourth and/or succeeding applications of summary punishment by timely challenge through the Complaint Register process or the grievance procedure. An officer who initiates such action through the Complaint Register process shall have the right to be represented by an FOP representative at the Complaint Review panel.

ARTICLE VIII

Employee Security

Section 8.1 Just Cause Standard.

No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 8.2 File Inspection.

The Employer's personnel files and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer during regular business hours.

Section 8.3 Limitation on Use of File Material.

It is agreed that any material and/or matter not available for inspection, such as provided in Section 8.2 above, shall not be used in any manner or any form adverse to the officers' interests.

Section 8.4 Use and Destruction of File Material.

Disciplinary Investigation Files, other than Police Board cases, will be destroyed by the Internal Affairs Division five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

Any record of summary punishment may be used for a period of time not to exceed one (1) year and shall thereafter not be used to support or as evidence of adverse employment action.

ARTICLE IX

Grievance Procedure

Section 9.1 Definition and Scope.

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions. Summary Punishment shall be excluded from this procedure, except as provided in Article 7.2. The separation of an officer from service is cognizable only before the Police Board and shall not be cognizable under this procedure, provided, however, that the provisions of Article XVII shall be applicable to separations.

Section 9.2 Procedure Steps, and Time Limits.

A grievance may be initiated by the Lodge or an aggrieved officer. Any officer shall have the right to present a grievance at any time, although it is understood that the officer should attempt to satisfy his concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance may be filed in a form to be agreed upon between the Lodge and Employer and shall be processed in accordance with this Agreement. Upon request, the grievant shall be represented by an appropriate Lodge representative, provided, however, the grievant officer may have the grievance adjusted without a Lodge representative, so long as such adjustment is not inconsistent with the provisions of this Agreement.

Step One: The grievant will first attempt to resolve the grievance with his immediate superior. This attempt at resolution shall be made by the officer within seven (7) of the officer's working days following the events or circumstances giving rise to the grievance or where first known by the grievant. An FOP representative may accompany the grievant if requested by the grievant. The superior shall give his decision to the grievant within five (5) of the superior's working days of its presentation.

Step Two: If the Step One response is not satisfactory, the grievance shall be reduced to writing and shall be submitted to the superior next in the chain of command (Watch commander or non-exempt unit commander) within five (5) days of the Step One response or within five (5) days of the expiration of the response period in Step One, whichever is sooner. Within seven (7) days of a Step Two submission, a meeting relating to the grievance shall be scheduled (unless said meeting is mutually waived), and a written decision shall be rendered within five (5) days of such meeting.

Step Three: If the response at Step Two is not satisfactory to the grievant, the grievant may pursue an adjustment through his designated representative by filing a request for determination, with his written grievance attached, with the Lodge within seven (7) days of the completion of Step Two. The Lodge shall then determine whether in its opinion a valid grievance exists. Unless the Lodge elects to proceed, there shall be no further action taken under this procedure. If the Lodge chooses to proceed, it may seek a resolution or adjustment of the grievance by presenting in person the written grievance to the superior next in chain of command (Exempt Command Officer) within seven (7) days from the time the Lodge receives the grievant's request. Following a hearing on the issue, this Exempt Command Officer shall render a decision in writing within ten (10) days of receiving the grievance.

Step Four: If the response at Step Three is not satisfactory to the grievant and the Lodge, the Lodge may submit the grievance in writing to the Deputy Chief or other designated Exempt Officer within ten (10) days of the Step Three response, or within ten (10) days of the expiration of the response period in Step Three, whichever is sooner. Following a hearing on the issue, the Deputy Chief or other designated Exempt Officer shall render a decision to the Lodge in writing within fifteen (15) days of receiving the grievance.

Step Five: If the response at Step Four is not satisfactory to the grievant and the Lodge, the Lodge may submit the grievance in writing to the Superintendent of Police or his designated representative(s) within fifteen (15) days of the Step Four response or the expiration of the response period in Step Four, whichever is sooner. Following a hearing on the issue, the Superintendent of Police or his designated representative(s) shall render a decision to the Lodge in writing within fifteen (15) days of receiving the grievance.

Step Six: Within fifteen (15) days of the receipt of the decision of the Superintendent of Police or his designated representative(s), the Lodge may, upon written request, refer the grievance to arbitration.

Section 9.3 Arbitration

Either party may seek arbitration. If the Employer desires to proceed to arbitration, Section 9.2 does not apply. If either party proceeds to arbitration, the following procedure shall apply:

A. Within ten (10) days, the Employer and Lodge shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association. Within five (5) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and Lodge each shall alternately strike names from the panel. The remaining person shall be the Arbitrator; or

B. The Employer or the Lodge, by mutual agreement, may submit the matter to expedited arbitration under rules to be determined between the parties.

Section 9.4 Authority of the Arbitrator.

A. Except as specified in Subsection B below, the Arbitrator shall have no right to amend, modify, nullify, disregard, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Lodge within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented, and shall be final and binding upon the parties.

B. Any officer who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to financially supporting organizations such as the Lodge, upon proof thereof, may be excused from the obligations set forth in Section 3.1, Article III; and the Arbitrator may require, in lieu of such obligations, the payment by such officer of a sum equal to the fair share agency fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of Title 26 chosen by such officer from a list of at least three such funds to be submitted by the Lodge. The Employer shall not participate in but shall be bound by such an arbitration.

Section 9.5 Expenses of the Arbitrator.

The fee and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representative(s) and witness(es). The cost of a transcript, where requested by either party, shall be paid by the party so requesting it.

Section 9.6 Processing and Time Limits.

The resolution of a grievance satisfactory to the Lodge at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by management. The time limits specified in this Article may be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.

Section 9.7 Normal Operations.

Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the Employer's operations. Reasonable duty time shall be allowed the grievant officer(s) and the watch representative or unit representative under this Article, for the pre-arbitral steps under Section 9.2.

Section 9.8 Exhaustion.

It is the intent of the parties to this Agreement that the procedure set forth in this Article shall be mandatory as to any grievance unless expressly and specifically excluded by the terms of this Agreement.

ARTICLE X

Non-Discrimination

Section 10.1 Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 10.2 Non-Discrimination.

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, or national origin of the officer nor shall the Employer discriminate against officers as a result of membership in the Lodge.

Section 10.3 Use of Masculine Pronoun.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE XI

Holidays

Section 11.1 Designated Holidays.

The Employer agrees that the following days shall be considered holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 11.2 Compensation for Holidays.

Effective July 1, 1981, compensation for the holidays listed in Section 11.1 is granted as follows:

a. Employees who are required to work a regular tour of duty (eight hours) on a holiday will be credited with eight hours of compensatory time, and four (4) hours of additional pay.

b. Employees whose regular day-off coincides with an established holiday will be credited with eight hours of compensatory time.

c. Employees whose regular day-off coincides with an established holiday, and who are required to work a regular tour of duty (eight hours) on that holiday, will be credited with twenty (20) hours compensatory time, and four (4) hours of additional pay.

d. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article XX, Hours and Overtime.

e. Compensatory time will not be credited to an employee on a holiday if he is on the medical roll (excluding IOD), absent due to sickness or death in family, on military leave, suspended, excused non-disciplinary, or on a leave of absence.

Section 11.3 Personal Day.

Effective July 1, 1981, officers shall be entitled to receive, in addition to the days specified in Section 11.1, one personal day each anniversary year. Officers shall not be required to work on a personal day provided that written notice of the personal day is given to the appropriate superior no later than ten (10) days prior to the personal day; provided further, that a holiday specified in Section 11.1 may not be selected as a personal day, and that the granting of the personal day does not adversely affect Department operations.

ARTICLE XII

Dental Plan

Effective September 1, 1981, the present Dental Plan covering officers shall be extended to provide dental coverage for all dependents of officers covered by this Agreement, the cost of such dependent coverage to be borne by the Employer.

ARTICLE XIII

Layoffs—Re-employment

Section 13.1 Notice of Layoffs.

When there is an impending layoff with respect to any officer in the bargaining unit, the Employer shall inform the Lodge no later than ten (10) days prior to such layoff. The Employer will provide the Lodge the names of all officers to be laid off prior to the layoff. Probationary officers shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority in the Police Department shall be laid off first, unless special qualifications dictate retention. All officers shall receive notice in writing of the layoff at least ten (10) days in advance of the effective date of such layoffs.

Section 13.2 Hiring During Layoffs.

No employees may be hired to perform or permitted to perform those duties normally performed by an officer while any officer is in layoff status. In the event special qualifications requiring expert skills of a technical or professional nature are unavailable in the bargaining unit, but essential to the operation of the Department, the parties shall meet to resolve such issue. If a mutual resolution is not reached, the Employer may invoke the grievance procedure.

Section 13.3 Recall.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers being hired.

ARTICLE XIV

Bulletin Boards

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Lodge may post its notices.

ARTICLE XV

Safety Issues

Section 15.1 Safety Committee.

The Superintendent of Police shall appoint a designee(s) to represent him in meeting with the Lodge to discuss safety issues.

The Designee(s) of the Superintendent of Police shall meet a minimum of once a month with the Lodge Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing by the Lodge.

Any report or recommendation which may be prepared by the Lodge or Designee(s) of the Superintendent as a direct result of these meetings will be in writing and copies submitted to the Superintendent of Police and the President of the Lodge.

Section 15.2 Disabling Defects.

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the police officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE XVI

Secondary Employment

The Employer reserves the right to restrict secondary employment for good cause.

ARTICLE XVII

FOP Representatives

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 17.1 Meeting Participation And Scheduling.

The Employer recognizes and agrees to meet with FOP representatives, including Watch and Unit representatives relating to matters covered by this Agreement. Meetings shall occur at reasonable times by mutual agreement. The names of designated representatives shall be certified to the Employer in writing by the Lodge.

Section 17.2 Leave From Duty.

In addition to the Lodge President, four officers covered by this Agreement shall, upon written request, be granted leave from their duties for the Employer, but shall remain on the payroll of the Employer for the purpose of performing full-time duties on behalf of the Lodge. During such leave, such representatives shall continue to accumulate seniority, and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals; provided, however, that the Lodge shall reimburse the Employer in an amount equivalent to the salary and fringe benefits paid to such representatives, or on their behalf, provided that the Employer will remain responsible for its portion of the pension contribution. The duration of such leaves shall not exceed three (3) years, but shall be renewable for such successive periods thereafter not to exceed three (3) years each successive period. Such leaves may be revoked or rescinded only by written notice to the Employer from the President of the Lodge.

Section 17.3 Attendance At Lodge Meetings.

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials and members of the Board of Directors of the Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 17.4 Grievance Processing.

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 17.5 Attendance at State and National Conferences.

Subject to staffing needs, a reasonable number of appointed or elected delegates will be permitted to attend state and national conferences of the FOP. Such conference time shall be equal to the duration of the conference plus reasonable travel time to and from such conference.

Section 17.6 Lodge Negotiating Team.

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE XVIII

Disability Income

Effective January 1, 1981, any officer absent from work on account of injury or illness for any period not exceeding twelve (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician. Such certification shall not be unreasonably withheld.

ARTICLE XIX

Bereavement Leave

Section 19.1 Death In Family.

The Employer agrees to provide to officers leave without loss of pay, as result of death in the family, not to exceed three (3) consecutive days, including regularly-scheduled days off, immediately following the death of a member of the immediate family.

Annual and time-due furlough will not be extended as a result of death occurring in the officer's immediate family during such furlough unless the death occurs during the last three (3) days of the furlough period, at which time the procedure outlined above will be followed.

Section 19.2 Definition of Family.

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

ARTICLE XX

Hours and Overtime

Section 20.1 Work Day and Work Week.

All time in excess of the hours worked in the normal work day (8 hours) and the normal work week (40 hours) shall be compensated as provided in Section 20.2.

Section 20.2 Compensation for Overtime.

Effective July 1, 1981, all approved overtime in excess of the hours required of an officer by reason of the officer's regular duty, whether of an emergency nature or of a non-emergency nature, shall be compensated for by compensatory time off, at the rate of time-and-one-half. Compensatory time off shall be computed on the basis of completed fifteen (15) minute segments.

Effective January 1, 1982, the officer shall have the option of electing pay, rather than compensatory time, at the rate of time-and-one-half, for approved overtime hours worked.

Section 20.3 Sixth and Seventh Day Work.

An officer who is in pay status for seven (7) consecutive days within the pay period Sunday through Saturday will be compensated for at the rate of time-and-one-half for work performed on the sixth (6th) day and the seventh (7th) day. Voluntary schedule changes will be exempt from this provision.

Section 20.4 Call-Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly-scheduled working hours. Officers reporting back to the Employer's premises at a specified time on a regular scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 20.5 Court Time.

Officers required to attend court outside their regularly-scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours.

Section 20.6 Volunteer Tour of Duty.

Volunteers working a tour of duty (daily or weekly) other than that specified in Section 20.1 shall be compensated at the overtime rate only when that tour of duty exceeds the designated hours.

ARTICLE XXI

Uniforms

Section 21.1 Uniforms and Equipment Advisory Committee.

The Lodge shall establish a three (3) member Uniforms and Equipment Advisory Committee. The Committee's function will be to offer recommendations relative to additions or deletions in the Department's Uniforms and Personal Equipment Program. The recommendations will be channeled through Research and Development Division to the Department's Uniforms and Personal Equipment Policy Committee. Any and all recommendations made by the Uniform and Equipment Advisory Committee will be advisory only.

Section 21.2 Major Changes.

The Department will apprise the Uniform and Equipment Advisory Committee of the Lodge whenever major changes to the Uniform and Personal Equipment Program are anticipated.

Section 21.3 Uniform Allowance.

Effective January 1, 1981, each officer shall receive a uniform allowance of $400.00 per year, provided, however, that the second standard semi-annual payment in 1981 shall be supplemented in the amount of two hundred fifty dollars ($250.00) on or before August 31, 1981.

Provided further, that an additional supplementary payment in the amount of one hundred fifty dollars ($150.00) shall be made on December 15, 1981.

ARTICLE XXII

Indemnification

Section 22.1 Employer Responsibility.

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section 22.4.

Section 22.2 Legal Representation.

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 22.3 Cooperation.

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 22.4 Applicability.

The Employer will provide the protections set forth in Sections 22.1 and 22.2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 22.3, with the City of Chicago in defense of the action or actions or claims.

ARTICLE XXIII

Seniority

Section 23.1 Definition of Seniority.

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire or appointment to career service position, whether on a "temporary" or "permanent" basis.

Section 23.2 Furlough Scheduling.

Officers shall select the period of their annual furlough on the basis of seniority, in rank and within unit of assignment. Furlough schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

Section 23.3 Promotion.

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tiebreaker.

Section 23.4 Seniority List.

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 23.5 Personal Day Selection.

Any dispute within a unit as to the selection of a personal day provided for in Section 11.3 shall be resolved by seniority.

ARTICLE XXIV

Educational Reimbursement

Employer agrees to provide tuition reimbursement to officers for extra-departmental education subject to the following conditions:

A. To be eligible for reimbursement:

1. Each course taken must be job related or necessary for a degree.
2. Proof of acceptance for a degree program must be presented upon request.
3. Each course taken must grant college level credit.
4. Each course must be taken through an accredited college or university.

B. Employees must file applications for reimbursement on the appropriate forms no later than fourteen (14) days after the beginning of the school year or course of study.

C. Reimbursement will be granted on the following basis:

1. Grade "A"	100%
2. Grade "B" and other grades classified by the school as passing	75%

D. Reimbursement may be denied if an officer's work performance is deemed inadequate or if an officer has a record of sustained infractions of Department orders, directives or procedures.

E. Reimbursement will not be granted if:

1. Tuition costs are covered by Veteran's Administration or other funds, or
2. The program in which the officer is enrolled is reimbursable through a federal grant-in-aid program for which the officer is eligible.

F. Reimbursement will be made for a maximum of two (2) courses per school term.

ARTICLE XXV

Life Insurance

The Employer agrees to provide $2,500 Group Term Life Insurance coverage at no cost to the officer. Officers must complete a City of Chicago Group Term Life Insurance enrollment formset including the employee beneficiary section of the formset in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the officer to complete the enrollment formset will result in termination of the officer's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for officers to purchase optional Group Term Life Insurance in addition to the basic $2,500 Group Term Life Insurance coverage at nominal additional cost to the officer. Officers will be permitted to purchase any amount of optional insurance coverage in $1,000 multiples up to an amount equal to their annual salary rounded up to the next multiple of $1,000.

ARTICLE XXVI

Wages

Effective January 1, 1981, the basic salary schedule of officers shall be:

Step 1: (Entrance Rate)	First 6 months		
		D-1	$17,604. 1,467.
		D-2	$18,696. 1,558.
Step 2:	Next 12 months		
		D-1	$18,696. 1,558.
		D-2	$19,776. 1,648.
Step 3:	Next 12 months		
		D-1	$19,776. 1,648.
		D-2	$20,784. 1,732.

Step 4:	Next 12 months		
	D-1	$20,784.	1,732.
	D-2	$21,816.	1,818.
Step 5:	Next 12 months		
	D-1	$21,816.	1,818.
	D-2	$22,920.	1,910.
Step 6:	Next 12 months		
	D-1	$22,920.	1,910.
	D-2	$24,072.	2,006.
Step 7:	After 1 Year at Step 6 and 10 Years of Service		
	D-1	$23,724.	1,977.
	D-2	$24,912.	2,076.
Step 8:	After 1 Year at Step 7 and 15 Years of Service		
	D-1	$24,552.	2,046.
	D-2	$25,776.	2,148.
Step 9:	After 1 Year at Step 8 and 20 Years of Service		
	D-1	$25,404.	2,117.
	D-2	$26,676.	2,223.
Step 10:	After 1 Year at Step 9 and 25 Years of Service		
	D-1	$26,340.	2,195.
	D-2	$27,660.	2,305.
Step 11: (Maximum Rate)	After 1 Year at Step 10 and 30 Years of Service		
	D-1	$27,096.	2,258.
	D-2	$28,488.	2,374.

Article XXVII

Residency

All officers covered by this Agreement shall be actual residents of the City of Chicago.

Article XXVIII

Duration Enforcement And Dispute Resolution

Section 28.1 Term Of Agreement.

This Agreement shall be effective from January 1, 1981, and shall remain in full force and effect until July 1, 1983. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than April 1, 1983 preceding expiration and no later than May 1, 1983 preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 28.2 Reopener.

It is mutually agreed that the Articles and Sections shall constitute the Agreement between the parties for the period defined in Section 28.1 above, and further the parties agree to negotiate with respect to the following subject matters, to be effective January 1, 1982 and January 1, 1983.

Wages and wage schedule
Furlough
Health Care Fringe Benefits
Holidays
Life Insurance
Educational Reimbursement
Use of Seniority
Uniforms
Safety Issues

Section 28.3 Subjects of Reopener Limited.

Any matter not specified in Section 28.2 above may be made the subject of the reopener clause only by mutual written agreement.

Section 28.4 Submission of Impasse.

If the parties fail to reach agreement on any subject matter specified in Section 28.2 above by October 31, 1981 and/or October 31, 1982, then such unresolved issues shall be submitted for resolution pursuant to the Resolution of Impasse Procedure adopted and incorporated herein.

Section 28.5 Continuing Effect.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 28.6 Impasse Resolution, Ratification and Enactment.

A. If the parties reach a complete agreement as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. The agreement will first be presented to the Lodge membership with the recommendation of the Executive Board for ratification.
2. Within ten (10) days after ratification by the Lodge membership, the agreement will be submitted to the City Council of the City of Chicago, with the Superintendent of Police and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and Lodge shall cooperate to secure this legislative approval.
3. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 28.6 (B) of this Article upon ten (10) days' written notice to the other party.

For purposes of this Article, rejection by the City Council means failure of a majority of the members of the City Council voting to vote for ratification and concurrent adoption in ordinance form of the agreed contract or the failure of the City Council to take such action within thirty (30) days of the date the contract is submitted to it.

B. If complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a five person Arbitration Board, two members to be selected by each of the parties and the fifth member to be jointly agreed upon by the parties.

2. A Dispute Resolution Board shall be convened and shall be composed of five (5) persons: two appointed by the Employer, two appointed by the Lodge and one impartial member to be mutually selected and agreed upon by the Employer and the Lodge. If, after a period of five (5) days from the date of the appointment of the two representatives of the parties, the remaining Board member has not been selected or otherwise agreed upon, then either representative may request the American Arbitration Association or its successor in function to furnish a list of seven members of said service from which the remaining Board member shall be selected. The Association shall be advised that eligibility for names to be placed upon the list shall include the following: membership in the National Academy of Arbitrators; at least five (5) years' experience in labor relations dispute resolutions in either the private or public sector; United States citizenship; and a commitment by any such individual that, if appointed or selected, said individual agrees to comply with the time limits set forth in subsection 28.6(B)5. below.

3. The list shall be immediately published and the representatives appointed by the Employer shall within five (5) days after publication of said list eliminate three names from the list. Within two (2) days after such elimination, the representatives appointed by the Lodge shall eliminate three names from the list. The remaining individual, plus the individuals appointed by the Employer and the individuals appointed by the Lodge, shall compose the Dispute Resolution Board.

4. The member of the Dispute Resolution Board selected, pursuant to subsection 28.6(B)3. above, shall act as chairman. He shall be an impartial, competent and reputable individual and shall be administered and subscribe to the constitutional oath or affirmation of office. The individuals appointed by the Employer and the individuals appointed by the Lodge shall be competent and reputable and shall also be administered and subscribe to the constitutional oath or affirmation of office. The fees and expenses of the impartial member shall be paid for by the Employer; provided that thereafter, the Employer may request that the Lodge reimburse the Employer in an amount not to exceed one-half (½) the fees and expenses so incurred.

5. The Chairman shall have the authority to convene and adjourn proceedings, administer oaths, compel testimony and/or documents, and employ such clerical or research assistance as in his judgment and discretion are deemed warranted. He shall convene proceedings on the issues presented to the Dispute Resolution Board within ten (10) days after his appointment and/or selection; and the Board shall make its determination within thirty (30) days after it has convened. The time limits set forth herein may be extended only upon written mutual agreement of both the Board members appointed by the Lodge and the Board members appointed by the Employer.

6. The Employer and Lodge shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of or in addition to such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman of the Board shall have the authority as necessary to maintain decorum and order and may direct (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public and the parties understand and agree that the provisions of Ill. Rev. Stat. CH 102 §41 are not applicable. If in the opinion of the impartial member of the Board it would be appropriate in his discretion to meet with either the Employer or Lodge for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.

7. The compensation, if any, of the representatives appointed by the Lodge shall be paid by the Lodge. The compensation of the representatives appointed by the Employer shall be paid by the Employer.

8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this Agreement upon ten (10) days' written notice to the other.

10. There shall be no implementation of any provisions of a successor agreement without Council ratification and adoption in ordinance form of the agreement; except, however, that the terms of this Agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this Agreement is terminated pursurant to subparagraph 28.6 (B) 9.

ARTICLE XXIX

Complete Agreement

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXX

Savings Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

In Witness Whereof, the parties hereto have affixed their signatures this .... day of ....

For The Employer:

(Signed) JANE M. BYRNE,
Mayor.

(Signed) RICHARD BRZECZEK,
Superintendent of Police.

For The Lodge:

(Signed) JOHN M. DINEEN,
President.

Memorandum of Understanding

It is further understood that the below listed benefits enjoyed by officers covered by this Agreement will be maintained for the duration of the Agreement and shall not be diminished, modified or eliminated during the term of the Agreement.

Sickness in family time

Change of Uniforms at District

Use of department lockers and mail boxes

Use of gymnasium facilities during off duty hours

Physical and optical examinations

Health care fringe benefits, including hospitalization insurance

Furloughs and compensatory (baby) furloughs

Marriage leave

Pension benefits as provided by statute

Utilization of compensatory time earned in partial tour or full tour segments consistent with operational needs.

One-half hour lunch period taken during the tour of duty.

Any obligation of the City of Chicago to indemnify officers for punitive damages assessed, adjudged or otherwise levied shall be based upon City Ordinances and/or State Statutes providing for such indemnification.

For and on behalf of the
City of Chicago

(Signed) JANE M. BYRNE,
Mayor June 30, 1981

For and on behalf of Fraternal
Order of Police, Lodge No. 7.

(Signed) JOHN M. DINEEN,
June 30, 1981

Bill of Rights Agreement Authorized Between City and Fraternal Order of Police.

On motion of Alderman Burke the City Council took up for consideration the report of the Committee on Police, Fire, Personnel and Municipal Institutions, deferred and published in the Journal of Proceedings of August 12, 1981, pages 6862-6863, recommending that the City Council pass a proposed ordinance authorizing a Bill of Rights Agreement between the City and the Fraternal Order of Police Chicago Lodge No. 7.

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Shaw, Vrdolyak, Huels, Burke, Brady, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—38.

Nays—Aldermen Bertrand, Humes, Streeter, Kelley, Sherman, Davis—6.

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 Unit within the meaning of the Illinois Constitution of 1970; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships by and between the City of Chicago and its Police employees not covered by the City's Agreement with the Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to extend the Police Officer Bill of Rights to all ranks of the Chicago Police Department; and

WHEREAS, The City of Chicago, as a Home Rule Unit, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. That the Police Officer Bill of Rights, in the form attached hereto, is hereby adopted and ratified.

SECTION 2. This ordinance shall be effective from and after its passage and amends Chapter 11 of the Municipal Code of Chicago to add Section 34, Police Officers Bill of Rights, et. seq. as attached hereto.

CHAPTER 11, SECTION 34

SWORN MEMBER BILL OF RIGHTS

Conduct of Disciplinary Investigation

34.1. Whenever a sworn member is the subject of Disciplinary Investigation other than Summary Punishment, the interrogation will be conducted in the following manner:

A. The interrogation of the officer, other than in the initial stage of the investigation shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.

B. The interrogation, depending upon the allegation, will normally take place at either the officer's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.

C. Prior to an interrogation, the officer under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is being taken, all *questions directed to the officer under interrogation shall be asked by and through one interrogator.*

D. *No anonymous complaint made against an officer shall be made the subject of a Complaint Register investigation unless the allegation is of a criminal nature.*

E. *Immediately prior to the interrogation of an officer under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.*

F. *The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.*

G. *An officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.*

H. *An officer under investigation will be provided without unnecessary delay, with a copy of any written statement he has made.*

I. *If the allegation under investigation indicates a recommendation for separation is probable against the officer, the officer will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the officer, the officer will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.*

J. *An officer under interrogation shall have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.*

Non-adoption of Ordinance

34.2. The City of Chicago shall not adopt any ordinance and the Chicago Police Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

Photo Dissemination

34.3. No photo of an officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Police Board.

Compulsion of Testimony

34.4. The Chicago Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

Auto-residency Card

34.5. No officer shall be required to submit the information now required in an Auto-Residency Card as it applies to any other member of his family or household.

Polygraph

34.6. When a polygraph exam is deemed necessary, the complainant will be requested to take a polygraph exam first.

If the complainant refused to take a polygraph exam, the accused police officer will not be required to take a polygraph exam. If the complainant takes the polygraph exam and the results indicate deception, the accused officer may be required to take a polygraph exam covering those issues wherein the examiner determines that the complainant is truthful.

When the polygraph is used, the accused member will be advised 24 hours prior to the administering of the test, in writing, of any questions to which the Department will require an answer.

If the officer under investigation requests to take a poylgraph exam, he may do so.

In cases where the complainant is unknown or anonymous, an officer will not be ordered to take a polygraph exam.

MISCELLANEOUS BUSINESS.

Congratulations Extended to Captain Paul V. McLaughlin on Occasion of His Retirement from Chicago Police Department.

Alderman Huels presented the following proposed resolution:

WHEREAS, Captain Paul V. McLaughlin, a 35 year veteran of the Chicago Police Department, retired from the force on May 4, 1981; and

WHEREAS, Captain McLaughlin distinguished himself early in the Chicago Police Department being promoted to the rank of Sergeant in August of 1957, to Lieutenant in May of 1961, to Captain in August of 1966, and to District Commander in October of 1967; and

WHEREAS, While Captain McLaughlin worked his way through the ranks of the Chicago Police Department and throughout his career as a police officer, he always had the safety of the Chicago citizen in his heart and mind; and

WHEREAS, Captain McLaughlin's long and illustrious police career has been highlighted by numerous awards including the Superintendent's Award of Valor and three Superintendent's Awards of Merit; and

WHEREAS, Captain McLaughlin was also recognized in 1977 by the Superintendent of Police, when he received the Superintendent's "Special Commendation" for "His Excellence in Leadership and his Tactical Courage in Directing the Overall On-The-Scene Police Operations Immediately After the 'El' Train Accident at Wabash and Lake Streets"; and

WHEREAS, Captain McLaughlin became a prominent and visible figure in the streets of Chicago's downtown area, exhibiting leadership, expertise and personal courage during his 10½ years as Commander; and

WHEREAS, Captain McLaughlin's resignation is not only a loss to the Chicago Police Department but to all the citizens of Chicago; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the Members of the City Council, duly assembled this 19th day of August, 1981 do hereby express their admiration and thanks to Paul V. McLaughlin for his thirty-five years of dedicated public service and for his innovative and distinguished career with the Chicago Police Department; and

Be It Further Resolved, That a suitable copy of this Resolution be prepared and presented to Paul V. McLaughlin.

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.*

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the nineteenth (19th) day of August, 1981, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the fourteenth (14th) day of September, 1981, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas—Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Burke, Brady, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone—44.

Nays—None.

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 Monday, September 14, 1981, at 10:00 A.M. in the Council Chamber in the City Hall.

WALTER S. KOZUBOWSKI,
City Clerk.